

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**

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**August 16, 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: 289-774-046#**

**AND**

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

**August 15, 2022**

**9:00 AM**

**Teleconference phone number: 1-915-213-4096**

**Toll free number: 1-833-664-9267**

**Conference ID: 811-820-890#**

Notice is hereby given that an Agenda Review Meeting will be conducted on August 15, 2022 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on August 16, 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, August 15, 2022 2022 Conference ID: 811-820-890#  
Regular Council Meeting, August 16, 2022 Conference ID: 289-774-046#**

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

**For Call to the Public: <https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormPublic>**

**To speak on Agenda Items: <https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormItem>**

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

**Representative Peter Svarzbein**

**A quorum of City Council must participate in the meeting.**

### **ROLL CALL**

### **INVOCATION BY EL PASO POLICE CHAPLAIN AND SUN VALLEY BAPTIST PASTOR DENNIS COFFMAN**

### **PLEDGE OF ALLEGIANCE**

### **MAYOR'S PROCLAMATIONS**

**UTEP 915 Day**

**Adaptive Cyclers Plus Day**

**El Perro Grande Day**

### **NOTICE TO THE PUBLIC**

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

### **CONSENT AGENDA - APPROVAL OF MINUTES:**

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



1. Approval of the Minutes of the Regular City Council Meeting of August 2, 2022, the Agenda Review of August 1, 2022, the Work Session of August 1, 2022, and the Special Meeting of August 1, 2022. [22-1026](#)

**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 [22-1025](#)

**CONSENT AGENDA - RESOLUTIONS:**

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

3. That the City Manager be authorized to sign an Air Cargo Building Lease Agreement by and between the City of El Paso ("Lessor") and Global Aviation Services, LLC ("Lessee"), for warehouse space, loading dock, and to use a portion of the parking area and the roadway, located at the property known as Air Cargo Building #2, 6411 Convair Road, City of El Paso, El Paso County, Texas (approximately 5,100 SQ FT), municipally known and numbered as 6411 Convair Road, El Paso, Texas. [22-1009](#)

The term begins on August 16, 2022 ("Effective Date") and ends on August 15, 2023. The monthly fee is \$1,281.68. There are two options of one year each that can be exercised with a 90-day notice to the Lessor.

**District 3**

Airport, Sam Rodriguez, (915) 212-7300

4. That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC., a Nevada Company authorized to do business in Texas, for a project known as "RUNWAY 8R-26L REHABILITATION GEOTECH & MATERIALS TESTING" for an amount not to exceed \$270,295.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursable Expenses for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of Three Hundred Seventy Thousand Two Hundred Ninety-Five Dollars and 00/100 Dollars (\$370,295.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement. [22-1015](#)

**All Districts**

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

5. A Resolution to authorize the City Manager, or designee, to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), El Paso Sun Park, LTD ("Assignor") and Mountain Pass Business Park, LP ("Assignee") for real property described as, all of Lot 2, Block 15, El Paso International Airport Tracts, Unit 11, City of El Paso, El Paso County, Texas, more commonly referred to as 1749 Hawkins, El Paso, Texas. [22-1019](#)

The initial term is forty (40) years plus one (1) additional option to extend for a period of ten (10) years and annual rent is \$46,791.76.

**District 3**

Airport, Sam Rodriguez, (915) 212-7300

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

6. That the City Manager or Designee be authorized to sign the Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas to submit a joint application to the Department of Justice under the 2022 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of \$210,519.00. The funds received under the JAG program will be allocated 50% to the County of El Paso, Texas \$105,259.50 and 50% to the City of El Paso, Texas, \$105,259.50. No cash match or in-kind is required. [22-1018](#)

**All Districts**

Police, Isaura Valdez, (915) 212-4311

Police, Chief Gregory K. Allen, (915) 212-4305

7. That the City Manager be authorized to sign a Memorandum of Understanding between the City of El Paso and the El Paso Independent School District (EPISD) relating to the use of off-duty El Paso Police Department (EPPD) officers as school resource officers (SROs) at EPISD campuses. [22-1033](#)

**All Districts**

Police, Assistant Chief Victor Zarur, (915) 212-4307

Police, Chief Gregory K. Allen, (915) 212-4305

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

8. That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A). [22-1012](#)

**All Districts**

Environmental Services, Ellen A. Smyth, (915) 212-6000

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

9. A Resolution authorizing the City Manager to sign a Lease Agreement by and between the CITY OF EL PASO ("Landlord") and WATERMILL EXPRESS, LLC. ("Tenant") for use of the property known as 8824 Alameda Ave., El Paso, Texas for an initial term of five (5) years with two (2) renewal terms of five (5) [22-1020](#)

years each.

**All Districts**

Capital Improvement Department, Mary Lou Espinoza, (915) 867-2629

10. Approve a Resolution to update the City of El Paso Investment Policy for fiscal year 2023. [22-1028](#)

**All Districts**

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

11. Approve a Resolution to accept the annual review of the Service and Assessment Plan for the El Paso Public Improvement District No. 2 (Eastside Sports Complex), approved on October 17, 2017. [22-1040](#)

**District 5**

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

12. A Resolution to find that the taxpayer, MORENO ALEJANDRO & KARLA S., 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(j)(1) of the Tax Code in the amount of \$662.92, for the property with the following legal description: 5 CORONADO OAKS #2 LOT 24 (15788.87 SQ FT). [22-1050](#)

**All Districts**

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

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

13. A Resolution that the City Manager or designee be authorized to sign a local government approval letter for nonprofit organizations conducting Emergency Solutions Grant (ESG) shelter activities, approving the emergency shelter activities provided by El Paso Center for Children, Inc. within the City of El Paso. [22-1023](#)

**All Districts**

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

**CONSENT AGENDA - BOARD RE-APPOINTMENTS:**

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

14. Gina Roe-Davis to the Greater El Paso Civic, Convention and Tourism Advisory Board by Mayor Oscar Leeser. [22-1059](#)

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

15. Johnny Escalante to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Peter Svarzbein, District 1. [22-1060](#)

**CONSENT AGENDA - BOARD APPOINTMENTS:**

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

16. Hala Abdel-Jaber to the Civil Service Commission by Representative Peter Svarzbein, District 1.

[22-1062](#)

Members of the City Council, Representative Peter Svarzbein, (915) 212-0001

**CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:**

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

17. Tax refund to Eduardo Luna, in the amount of \$3,615.08 for an overpayment made on July 17, 2022 of 2021 taxes. (Geo. # E014-999-0920-0100). 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.

[22-1022](#)

**All Districts**

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

**CONSENT AGENDA - BIDS:**

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

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

[22-1041](#)

**Award Summary:**

The award of Solicitation No. 2022-0517 Fitness Equipment Maintenance and Repair Services to Delgado's Repair and Maintenance for an initial term of three (3) years for a total estimated award of \$105,000.00. The award also includes a two (2) year option for an estimated amount of \$70,000.00. The total value of the contract is, including the initial term plus the option for a total of two (2) years, for an estimated amount of \$175,000.00. The award will allow the Parks and Recreation Department to have access to repair services for all fitness equipment located at each of the City's recreational facilities.

**Contract Variance:**

No contract variance.

**Department:**

Parks and Recreation

**Vendor:**

Delgado's Repair and Maintenance  
El Paso, TX

Initial Term: 3 years  
Option to Extend: 2 years  
Annual Estimated Award: \$35,000.00  
Total Estimated Award: \$175,000.00 (5 years)  
Account No.: 522150 - 451 - 1000 - 51230 - P5106  
Funding Source: General Fund  
District(s): All

This is a Low Bid Requirements contract.

The Purchasing & Strategic Sourcing and Parks and Recreation Departments recommend award as indicated to Delgado's Repair and Maintenance, the sole lowest responsive and responsible bidder.

**All Districts**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218  
Parks and Recreation, Benjamin E. Fyffe, (915) 212-1766

**REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL**

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

19. Discussion and action on a Resolution that the City of El Paso recognizes Eastwood High School senior, Alexis Montes, for finishing second at the USMC/USAW Junior and Cadet National Championships in Fargo, North Dakota and wishes her a successful last wrestling season as a Trooper. [22-1030](#)

**District 7**

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

20. Discussion and action on a Resolution that the City of El Paso celebrates the month of August as Ysleta High School 95th Anniversary Month in honor and commemoration of Ysleta High School's 95th year serving El Paso's Mission Valley. [22-1031](#)

**District 7**

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

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

21. Discussion and action to recognize the Santos family and the Fox Plaza Food City Supermarket, staff, and customers for the impact they have made since 1972 on past and future generations of El Paso citizens. [22-1068](#)

**All Districts**

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

**REGULAR AGENDA - OPERATIONAL FOCUS UPDATES**

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

22. Presentation, discussion and action on the City of El Paso's legislative agenda for the 88th Regular Session of the Texas State Legislature.

[22-1045](#)

### **All Districts**

Economic and International Development, Lindsey Adams, (915) 212-1622

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

### **CALL TO THE PUBLIC – PUBLIC COMMENT:**

**Call to the Public will begin at 12:00 p.m. Requests to speak must be received by 9:00 a.m. on the date of the meeting. Sixty minutes in total will be devoted for Call to the Public. This time is reserved for members of the public who would like to address the City Council on items that are not on the City Council Agenda.**

**Members of the public may communicate with Council during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 289-774-046#**

**A sign-up form is available on line for those who wish to sign up in advance of the meeting at: <https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormPublic>**

### **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**

23. An Ordinance vacating a 1,947 square-foot portion of Grandview Avenue located within Block 7, Highland Park Addition, City of El Paso, El Paso County, Texas.

[22-1007](#)

Subject Property: 1901 Grandview Ave.

Applicant: Physician Reliance, LLC SURW22-00003

**District 8**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Jorge Olmos, (915) 212-1607

**PUBLIC HEARING WILL BE HELD ON AUGUST 30, 2022**

24. An Ordinance vacating a 1,742 square-foot portion of a 20 foot wide alley and utility easement located within Block 2, Mills Map Addition, City of El Paso, El Paso County, Texas.

[22-1013](#)

Subject Property: 415 North Mesa St.

Applicant: Mills Plaza Properties VIII, LP SURW22-00002

**District 8**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Jorge Olmos, (915) 212-1607

**PUBLIC HEARING WILL BE HELD ON AUGUST 30, 2022**

25. An Ordinance changing the zoning of the East ½ of Lot 22, Block B, Pioneer Subdivision, 6519 S. Angora Loop Street, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-O (Apartment/Office). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-1017](#)

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: 6519 S. Angora Loop St.

Applicant: Sofia Aguilera, PZRZ21-00032

**District 4**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, David Samaniego, (915) 212-1608

**PUBLIC HEARING WILL BE HELD ON SEPTEMBER 13, 2022**

26. An Ordinance removing a condition placed on property by Ordinance No. 15503 which changed the zoning of Lot 1, Block 1, of Leegacy Subdivision, 1426 George Dieter Drive, City of El Paso, El Paso County, Texas, and which imposed a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-1034](#)

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

Subject Property: 1426 George Dieter Drive

Applicant: Dr. William Boushka, EBB Holding LLC, PZCR22-00002

**District 6**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Nina Rodriguez, (915) 212-1561



**PUBLIC HEARING WILL BE HELD ON SEPTEMBER 13, 2022**

27. An Ordinance changing the zoning of Tract 17-C-85, Section 8, Block 79, Township 3, Texas Pacific Railway Surveys, 1681 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.

[22-1036](#)

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: 1681 Joe Battle Boulevard  
Applicant: Vesir Properties LLC, PZRZ22-00013

**District 6**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Nina Rodriguez, (915) 212-1561

**PUBLIC HEARING WILL BE HELD ON SEPTEMBER 13, 2022**

28. An Ordinance changing the zoning of Tract 5A, Section 15, Block 80, Township 1, Texas and Pacific Railway Company Surveys, 12191 Railroad Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-4 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-1037](#)

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: 12191 Railroad Drive  
Applicant: Jose Frias, PZRZ22-00017

**District 4**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Nina Rodriguez, (915) 212-1561

**PUBLIC HEARING WILL BE HELD ON SEPTEMBER 13, 2022**

29. An Ordinance changing the zoning of the following real property known as: Parcel-7: the east 10 feet of Lot 4 and all of Lots 5, 6, and 7, Los Ranchitos Subdivision Replat, City of El Paso, El Paso County, Texas, from C-1 (Commercial) to R-4 (Residential); and, Parcel-8: Lots 8, 9, 10, 11, and 12, Los Ranchitos Subdivision Replat, City of El Paso, El Paso County, Texas, from C-2/sc (Commercial/special contract) to R-4/sc (Residential/special contract); and, Parcel-9: Lots 13, 14, 15, and 16, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C-1/sc (Commercial/special contract) to R-4/sc (Residential/special contract); and, Parcel-10: Lot 85, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C-1/sc (Commercial/special contract) to R-4/sc (Residential/special contract); and, Parcel-11: Lots 82, 83, and 84, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C-1 (Commercial) to R-4 (Residential); and,

[22-1038](#)



Parcel-12: Lots 62 and 77, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C-1 (Commercial) to R-4 (Residential); and, Parcel-13: Lot 76, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C-1/sc (Commercial/special contract) to R-4/sc (Residential/special contract); and, Parcel-14: Lot 76, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C- 1 (Commercial) to R-4 (Residential); and, Parcel-15: Tract 11, Section 38, Block 81, Township 1, T&P Railway Co. Surveys, City Of El Paso, El Paso County, Texas, from A-M/sc (Apartment/Mobile Home Park/special contract) to R-4/sc (Residential/special contract); and, Parcel-16: lots 22, 23, 24, and 51, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from R-4/sp (Residential/special permit) to R-4 (Residential), and that Special Permit Ordinance No. 12205 approved on December 20, 1994 is hereby rescinded; and, Parcel-17: Lots 27 and 28, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from R-4/sp (Residential/special permit) to R-4 (Residential), and that Special Permit Resolution No. SP 82-9 approved on June 1, 1982 is hereby rescinded; and, Parcel-18: Lots 54 and 55, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from A-O (Apartment/Office) to R-4 (Residential), 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: 5510 Will Ruth Ave.  
Applicant: El Paso Water, PZRZ22-00006

#### **District 4**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Luis Zamora, (915) 212-1552

**PUBLIC HEARING WILL BE HELD ON SEPTEMBER 13, 2022**

[22-1039](#)

30. An Ordinance changing the zoning of Lot 1, Block 1, Shadow Mountain Unit 2, City of El Paso, El Paso County, Texas from C-1 (Commercial) to G-MU (General Mixed Use) and approving a Master Zoning Plan, and amending the Master Zoning Plan approved on July 19, 2016, by Ordinance No. 18541 for the rezoning to G-MU (General Mixed Use) of Lot 1, Block 1, Shadow Mountain, 201 Shadow Mountain Drive, 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 rezoning and master zoning plan amendment 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: 201 Shadow Mountain Dr.  
Applicant: Meyers Group, Oswaldo Hernandez, PZRZ22-00007

#### **District 8**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Luis Zamora, (915) 212-1552

**PUBLIC HEARING WILL BE HELD ON SEPTEMBER 13, 2022**

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

31. An Ordinance amending Ordinance 8064 (Classification and compensation Plan) to amend Section 4.5 (Observed Holidays) to add Cesar Chavez Day. [22-998](#)

**All Districts**

Human Resources, Araceli Guerra, (915) 212-1241

**PUBLIC HEARING WILL BE HELD ON AUGUST 30, 2022**

### **REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:**

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

32. Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and GARVER, LLC., an Arkansas Limited Liability Company, for a project known as “RUNWAY 8R-26L REHABILITATION ~ CONSTRUCTION MANAGEMENT & INSPECTION SERVICES” for an amount not to exceed ONE MILLION ONE HUNDRED SIXTY FOUR THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$1,164,200); that the City Engineer is authorized to approve additional Basic Services and Reimbursable Expenses for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of ONE MILLION TWO HUNDRED SIXTY FOUR THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$1,264,200); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement. [22-1014](#)

**All Districts**

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

33. The linkage to the Strategic Plan is subsection: 1.5 - Stimulate economic growth through transit and bridges integration [22-1046](#)

**Award Summary:**

Discussion and action on the request that the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order to Duncan Parking Technologies, Inc., the sole source provider for the 2022-0643 Single Parking Meters for a term of three (3) years for an estimated amount of \$1,213,816.00, with the stipulation that the vendor provides an updated sole source letter and affidavit each year. This contract will allow standardization of single space parking meter system and eliminates any modifications or edits to current system.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$595,816.00 for the initial term, which represents a 96.41% increase due to additional supplies and services under this contract.

Department:	International Bridges
Award to:	Duncan Parking Technologies, Inc. Milwaukee, WI
Initial Term:	3 years
Annual Estimated Award:	\$404,605.33
Total Estimated Award:	\$1,213,816.00 (3 years)
Account No.:	532090-564-3300-64850
Funding Source:	Operating Fund
Districts(s):	1, 3 & 8
Sole Source No.:	2022-0643

This is a Sole Source contract.

The Purchasing & Strategic Sourcing and International Bridges Departments recommend that the contract be awarded as indicated to Duncan Parking Technologies, Inc. the sole source and authorized distributor for Duncan Parking Technologies manufactured parts and services. 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.

**Districts 1, 3 and 8**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218  
International Bridges, David A. Coronado, (915) 212-7505

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

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

[22-1042](#)

**Award Summary:**

Discussion and action that the City Council ratify the award of Contract 2022-0476 Records Management Software to CentralSquare Technologies, LLC, the sole distributor for the Records Management Software (FireRECORDS) and that the City Council accept pricing for Maintenance and Support for a term of three (3) years for an estimated amount of \$310,430.01 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The terms and conditions of the ratified award are included in the Maintenance and Support Agreement. The award of this contract will allow to store asset management, hydrants, inspections and legacy incident records for open records requests.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$55,241.01, which represents a 21.65% increase due to price increases.

Department:	Fire
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Award to: CentralSquare Technologies, LLC  
Lake Mary, FL  
Term: 3 years  
Annual Estimated Amount: \$ 98,471.06 (Year 1)  
\$103,394.61 (Year 2)  
\$108,564.34 (Year 3)  
Total Estimated Award: \$310,430.01 (3 Years)  
Account No.: 522150-239-1000-15240-P1506  
Funding Source: General Funds - Outside Contracts  
Districts(s): All  
Sole Source No.: 2022-0476

This is a Sole Source, service contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to CentralSquare Technologies, LLC the sole distributor for the Records Management Software (FireRECORDS).

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**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218  
Fire, Chief Jonathan P. Killings, (915) 493-5609

**REGULAR AGENDA – INTRODUCTION AND PUBLIC HEARING:**

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

35. An Ordinance calling a Bond Election to be held in the City of El Paso, Texas, on November 8, 2022, making provisions for the conduct of the election and resolving other matters incident and related to such election.

[22-1052](#)

**All Districts**

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

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

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

36. An Ordinance granting Special Permit No. PZST22-00007, to allow for Infill Development with a reduction in lot area, lot depth, rear yard setback, and cumulative front and rear yard setback, and imposing a condition on the property described as a portion of Lot 25 and a portion of Lot 26, Block J, Thomas Manor Unit Six, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

[22-897](#)

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: 7764 & 7768 Hockney Street  
Applicant: Armando Andres Saldivar, PZST22-00007

**District 3**

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

37. An Ordinance changing the zoning of a portion of Tracts 3 & 4, Block 6, Christy Tract, in Block 31, Ysleta Grant, 541 Schwabe Street, City of El Paso, El Paso County, Texas from R-3 (Residential) and R-F (Ranch and Farm) to R-5 (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-909](#)

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: 541 Schwabe Street  
Applicant: John Sayen and Rosa Isela Sayen, PZRZ22-00010

**District 7**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Nina Rodriguez, (915) 212-1561

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

38. Public Hearing on the Proposed Budget, as amended, for the City of El Paso, filed by the City Manager with the City Clerk on July 14, 2022, which begins on September 1, 2022 and ends on August 31, 2023.

[22-1044](#)

**All Districts**

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

**REGULAR AGENDA - OTHER BUSINESS:**

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

39. Discussion and action that the City Manager or designee on behalf of the City of El Paso ("City") be authorized to submit an application to the Office of the Governor, Texas Military Preparedness Commission for the Defense Economic Adjustment Assistance Grant ("DEAAG") for the construction of approximately 1,200 feet of a 120-foot wide roadway corridor from Bert Williams Drive, located in the City of El Paso, to Iron Dust-Off Drive, located on Department of Defense property, in order to provide a secure vehicle corridor between Fort Bliss and William Beaumont Army Medical Center, for an anticipated total project cost of \$3.7 million, with the City providing matching funds in the amount of \$2.85 million and with \$850,000 requested through the DEAAG grant.

[22-1047](#)

**All Districts**

Airport, Sam Rodriguez, (915) 212-7301

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

40. Discussion and action on a Resolution to approve the creation of Court 5T - a temporary court - that will be presided over by Associate Judges, as assigned by the Presiding Judge. The time period will be from October 1, 2022 to September 30, 2023, to assist with the large number of pending cases caused by the reduction in docket counts, closures, and safe distancing requirements in response to the COVID-19 Pandemic. The Court will handle primarily traffic violations but will also hear Class C, accidents, and animal violations.

[22-1027](#)

**All Districts**

Municipal Courts, Lilia Worrell, (915) 212-5822

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

41. Discussion and action on an appeal by the property owner of 1121 Terrace Court, El Paso, Texas in the Sunset Heights Historic District regarding a decision rendered by the Historic Landmark Commission (HLC) in HLC Case PHAP22-00022 on June 6, 2022, to deny a Certificate of Appropriateness for the referenced property.

[22-1049](#)

**District 8**

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

Planning and Inspections, Providencia Velasquez, (915) 212-1567

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

42. Discussion and action on the Resolution that the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2022 by Paseo Del Este Municipal Utility District No. 4 with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

[22-1016](#)

**All Districts**

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

43. Discussion and action on a Resolution calling for the 2022 General City Election in the City of El Paso, to be held on November 8, 2022, to fill the expired terms of District Representative Nos. 1, 5, 6 and 8 and El Paso Municipal Court Judge, Court No. 4; and making provisions for the conduct of the election; and authorizing a contract with El Paso County to furnish election services and equipment.

[22-1024](#)

**All Districts**

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

**EXECUTIVE SESSION**

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

**Representative Peter Svarzbein**

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

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

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

**Discussion and action on the following:**

**EX1.** Consultation with lawyer regarding City Manager and City Attorney employment agreements. Matter No. 22-1043-831 (551.071) [22-1057](#)

City Attorney's Office, Kristen Hamilton-Karam, (915) 212-0033

**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](mailto:CityClerk@elpasotexas.gov) at least 72 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/>



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 22-1026, **Version:** 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

##### **All Districts**

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

#### **AGENDA LANGUAGE:**

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

Approval of the Minutes of the Regular City Council Meeting of August 2, 2022, the Agenda Review of August 1, 2022, the Work Session of August 1, 2022, and the Special Meeting of August 1, 2022.



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

August 2, 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 9:11 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Henry Rivera, and Cissy Lizarraga. Late arrival and early departure: Claudia Rodriguez at 9:12 a.m. and 4:18 p.m. respectively.

### INVOCATION BY EL PASO POLICE CHAPLAIN JOE MARATTA

### PLEDGE OF ALLEGIANCE

### MAYOR'S PROCLAMATIONS

El Paso Strong Day

Blood Donors Appreciation Day

Professional Engineers Day

### MAYOR'S RECOGNITION

Wally Cech

The Regular City Council meeting was **RECESSED** at 9:27 a.m. in order to take photos with the honorees.

The Regular City Council meeting was **RECONVENED** at 9:37 a.m.

### NOTICE TO THE PUBLIC

Motion made by Representative Rivera seconded by Representative Salcido, and unanimously carried to **APPROVE** 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, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga  
NAYS: None

.....  
**CONSENT AGENDA - APPROVAL OF MINUTES:**  
.....

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

1. \*Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of July 19, 2022, the Agenda Review of July 18, 2022, and the Work Session of July 18, 2022.

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

2. **REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:**

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

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

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

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

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

That the City Manager be authorized to sign an Underground Electrical and Transformer Pad Easement for six (6) easements, hereinafter referred to as ("easement"), to accommodate an electrical transmission line to provide electrical power to property in the vicinity of the El Paso International Airport, said easement more particularly described as: A portion of Lot 1, Block 11, Butterfield Trail Industrial Park Unit Two, City of El Paso, El Paso County, Texas.

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

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

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

**THAT** the City Manager be authorized to sign a Second Amendment to an On-Call Agreement for Professional Services with EMC Engineers, to provide for additional services at a cost not to exceed Forty-Eight Thousand Five Hundred Fifty Five Dollars (\$48,555.00), thereby increasing the contract amount from Three Hundred Fifty Thousand Dollars (\$350,000.00) to Three Hundred Ninety Eight Thousand Five Hundred Fifty Five Dollars (\$398,555.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Second Amendment.

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

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

**THAT** the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for PDN Trail Magoffin Shared Use Path project, which has an estimated total project cost of \$1,308,751.00 of which the estimated local government participation amount is estimated at \$253,264.00. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

6.

**\*RESOLUTION**

**WHEREAS**, on January 4, 2022, the City of El Paso ("City") awarded Contract No. 2022-156 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils and Fluids to the following vendor:

1. M. J. Mader Enterprises. Inc. dba Bio-Dyne Chemical Co.

**WHEREAS**, pursuant to Part 4, Section 8, Paragraph A of the contract (Termination for Convenience) the City is authorized to terminate the Contract for convenience: and

**WHEREAS**, the City desires to terminate the Contract for Convenience.

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

That the Purchasing Director is authorized to notify M J. Mader Enterprises. Inc. dba Bio-Dyne Chemical Co. that the City is terminating Contract No. 2022-0156 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils and Fluids for convenience pursuant to the provisions and requirements of Part 4, Section 8, Paragraph A of the Contract Clauses, and that the termination shall be effective as of August 2, 2022.

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

7.

**\*RESOLUTION**

**WHEREAS**, the City has determined that it is in the best interest of the residents of the City of El Paso, Texas, and other governmental entities it contracts with, to make provisions for the designation of the local rabies control authority, in accordance with Texas Health and Safety Code, §826.017; and

**WHEREAS**, state law allows for the authority designated to be the county health officer, municipal health officer, animal control officer, peace officer or any entity the City Council considers appropriate; and

**WHEREAS**, City Council finds that the Director for the Department of Animal Services is eligible to be the Local Rabies Control Authority for the City of El Paso in accordance with the Texas Health and Safety Code, §826.017.

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

The City Council designates the Director for the Department of Animal Services to be the Local Rabies Control Authority to enforce the provisions of the Texas Health and Safety Code, §826.017.

8.

**\*RESOLUTION**

That the City Manager or designee be authorized to sign a Local Government Approval for Nonprofit Organizations Conducting ESG Shelter Activities letter approving the emergency shelter activities provided by El Paso Human Services, Inc., within the City of El Paso.

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

**Goal 7: Enhance and Sustain El Paso’s Infrastructure Network**  
.....

9. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Eugenia Posada to the Bicycle Advisory Committee by Representative Joe Molinar, District 4.  
.....

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

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

10. \*Motion made, seconded, and unanimously carried to **APPOINT** Rene Hurtado to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Alexsandra Anello, District 2.  
.....  
11. \*Motion made, seconded, and unanimously carried to **APPOINT** Holly Packard Cobb to the Greater El Paso Civic, Convention, and Tourism by Representative Cissy Lizarraga, District 8.  
.....

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

12. \*Motion made, seconded, and unanimously carried to **APPOINT** Valerie M. Armendariz to the Tax Advisory Committee by Representative Joe Molinar, District 4.  
.....

**Goal 8: Set the Standard for Sound Governance and Fiscal Management**  
.....

13. \*Motion made, seconded, and unanimously carried to **APPOINT** Elisa Morales to the Women’s Rights Commission by Representative Cassandra Hernandez, District 3.  
.....  
14. \*Motion made, seconded, and unanimously carried to **APPOINT** Nydia Correa to the Women’s Right Commission by Representative Cissy Lizarraga, District 8.  
.....

.....  
**CONSENT AGENDA – APPLICATION FOR TAX REFUNDS:**  
.....

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

15. \*Motion made, seconded, and carried to **APPROVE** the tax refunds listed on the attachment posted with this agenda.  
.....  
1. Corelogic, in the amount of \$3,138.40 made an overpayment on December 20, 2021 of 2021 taxes. (Geo. # S373-999-002A-1100)  
.....  
2. Citiso Investments, LLC, in the amount of \$19,887.78 made an overpayment on June 29, 2022 of 2021 taxes. (Geo. # S560-000-0004-0007)  
.....

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

**WHEREAS**, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

**WHEREAS**, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

**WHEREAS**, taxpayer, Mills Escrow Company ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on December 31, 2017 in the amount of \$675.82 for all taxing entities; and

**WHEREAS**, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2017 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Mills Escrow Company showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2017 taxes and the tax refund in the amount of \$675.82 is approved.

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

**WHEREAS**, pursuant to Section 31.11(c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

**WHEREAS**, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

**WHEREAS**, taxpayer, Mills Escrow Company through Ramirez Perla C ("Taxpayer") has applied for a refund with the tax assessor for their 2018 property taxes that were overpaid on January 31, 2019 in the amount of \$424.50 for all taxing entities; and

**WHEREAS**, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2018 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Mills Escrow Company through showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2018 taxes and the tax refund in the amount of \$424.50 is approved.

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

**WHEREAS**, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

**WHEREAS**, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

**WHEREAS**, taxpayer, Mills Escrow Company ("Taxpayer") has applied for a refund with the tax assessor for their 2018 property taxes that were overpaid on January 25, 2019 in the amount of \$16.95 for all taxing entities; and

**WHEREAS**, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2018 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Mills Escrow Company showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2018 taxes and the tax refund in the amount of \$16.95 is approved.

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

**WHEREAS**, pursuant to Section 31.11(c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

**WHEREAS**, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

**WHEREAS**, taxpayer, Mills Escrow Company through Sanchez Perla & Ruiz Joel ("Taxpayer") has applied for a refund with the tax assessor for their 2018 property taxes that were overpaid on January 31, 2019 in the amount of \$34.53 for all taxing entities; and

**WHEREAS**, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2018 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Mills Escrow Company showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2018 taxes and the tax refund in the amount of \$34.53 is approved.

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

**WHEREAS**, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

**WHEREAS**, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

**WHEREAS**, taxpayer, Mills Escrow Company through Mills Escrow ("Taxpayer") has applied for a refund with the tax assessor for their 2018 property taxes that were overpaid on January 31, 2019 in the amount of \$26.35 for all taxing entities; and

**WHEREAS**, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2018 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Mills Escrow Company through Mills Escrow showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2018 taxes and the tax refund in the amount of \$26.35 is approved.

.....  
**CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS:**  
.....

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

17. \*Motion made, seconded, and unanimously carried to **ACCEPT** the notation pursuant to Section 2.92.080 of the City Code, of receipt of campaign contribution by Representative Cassandra Hernandez of \$500 from the El Paso Association of Contractors
18. \*Motion made, seconded, and unanimously carried to **ACCEPT** the notation pursuant to Section 2.92.080 of the City Code, of receipt of campaign contribution by Representative Joe Molinar in the amount of \$500 from the El Paso Chapter Associated General.
19. \*Motion made, seconded, and unanimously carried to **ACCEPT** the notation pursuant to Section 2.92.080 of the City Code, of receipt of campaign contribution by City Representative Alexsandra Annello: El Paso Association of Contractors \$500.
- .....

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

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

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

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

That the City Council declares that the expenditure of District 8 discretionary funds in an amount not to exceed \$2,500.00 for the Children's Camp Program at the El Paso Museum of History, serves a municipal purpose of enhancing the quality of life through recreational, cultural and educational environments for El Paso residents.

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

Representative Lizarraga commented.

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Annello, and unanimously carried to **APPROVE** the Resolution.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

.....  
The Regular City Council meeting was **RECESSED** at 10:00 a.m. in order to convene the Mass Transit Department Board Meeting.

The Regular City Council meeting was **RECONVENED** at 10:54 a.m.

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

**21. ITEMS 21 AND 22 WERE TAKEN TOGETHER**

**Item:** Update, discussion, action by City Clerk and City Manager on city staff progress in reviewing and certifying the "Climate Charter" petition submitted by Ground Game Texas.

- 22. Item:** Discussion and action on City readiness to consider an ordinance on August 16, 2022, to place the Climate Charter initiative on the November 8, 2022, general election ballot, in the event that the petition is certified by the City Clerk.

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

The following City staff members commented:

- Mr. Tommy Gonzalez, City Manager
- Ms. Laura Prine, City Clerk
- Ms. Karla Nieman, City Attorney

The following members of the public commented:

1. Mr. Miguel Escoto
2. Ms. Rachel Ortega
3. Ms. Andi Tiscareno
4. Mr. Andrew Segura
5. Mr. Michael Siegel
6. Mr. Juan Josue Martinez – statement read into the record by Rep. Salcido
7. Mr. David Garcia
8. Ms. Ida Garcia
9. Ms. Fernanda Lugo
10. Ms. Ana Fuentes
11. Mr. Josh Simmons
12. Mr. Beco Salas-Porras
13. Ms. Kathleen Staudt – statement read into the record by Rep. Lizarraga
14. Ms. Atziri Reyes
15. Mr. Jesus Reyes
16. Mr. Adan Saenz
17. Ms. Vanessa Medrano
18. Mr. Sito Negron – statement read into the record by Rep. Lizarraga



19. Ms. Sharon Wilson
20. Mr. Rick Bonart
21. Ms. Carmen Rodriguez, statement read into the record by Rep. Lizarraga
22. Mr. Wesley Lawrence
23. Ms. Kristen Bowdre – statement read into the record by the City Clerk
24. Ms. Charlyne Hill
25. Mr. Creosote Huseby – statement read into the record by Rep. Lizarraga
26. Ms. Erika Latines
27. Mr. Aby Perea
28. Ms. Crystal Moran
29. Ms. Carla Palacios
30. Ms. Sapphire Ortega
31. Mr. Michael Gutierrez – statement read into the record by Rep. Annello
32. Ms. Veronica Carbajal – statement read into the record by the City Clerk
33. Ms. Angel Ulloa
34. Ms. Alyssa Garza – statement read into the record by Rep. Rivera
35. Ms. Kim Schulte – statement read into the record by the City Clerk
36. Mr. Richard Genera – statement read into the record by the City Clerk
37. Ms. Daisy Marquez – statement read into the record by Rep. Lizarraga
38. Ms. Graciela Blandon – statement read into the record by Rep. Svarzbein
39. Mr. Luis Enrique Miranda
40. Ms. Sabrina Bustillos
41. Senator Jose Rodriguez – statement read into the record by the City Clerk
42. Ms. Ivonne Diaz – statement read into the record by Rep. Salcido
43. Mr. Kenneth Bell – statement read into the record by the City Clerk
44. Mr. Christian Marquez – statement read into the record by Rep. Lizarraga

#### **1<sup>ST</sup> MOTION**

Motion made by Representative Molinar, seconded by Representative Salcido, and unanimously carried to **RETIRE INTO EXECUTIVE SESSION** at 1:48 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, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

#### **2<sup>ND</sup> MOTION**

Motion made by Representative Rivera, seconded by Representative Annello, and unanimously carried to **ADJOURN** the Executive Session at 4:00 p.m. and **RECONVENE** the meeting of the City Council at which time a motion was made.

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

NAYS: None

#### **3<sup>RD</sup> AND FINAL MOTION**

Motion made by Representative Annello, seconded by Representative Rivera, and unanimously carried to **DIRECT** the City Manager to designate an appropriate staff member to communicate with a representative from the Sunrise Group to provide a monthly status update on the Climate Charter Petition.

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

.....  
**REGULAR AGENDA – OPERATIONAL FOCUS UPDATES**  
.....

**Goal 7: Enhance and Sustain El Paso’s Infrastructure Network**  
.....

- 23. Item:** Update from the El Paso County’s Planning and Development Department and Camino Real Regional Mobility Authority regarding the Pellicano Widening Project (TxDOT CSJ 0924-06-534).

Ms. Yvette Hernandez, City Engineer, Introduced the item.

Mr. Sal Alonzo, El Paso County Associate Director of Planning and Development, presented a PowerPoint presentation (copy on file in the City Clerk’s Office).

Representatives Annello and Rodriguez commented.

Mr. Sam Rodriguez, Chief Operations Officer, commented.

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

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

The following members of the public commented:

1. Mr. Enrique Chavira Cantu
2. Ms. Carmen Rodriguez – statement read into the record by Representative Lizarraga
3. Mr. Ron Comeau

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

Motion made by Representative Hernandez, seconded by Representative Svarzbein, and unanimously carried to **POSTPONE TWELVE WEEKS** the introduction of the following Ordinance:

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

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

- 24.** An Ordinance of the City Council of the City of El Paso, Texas, ordering a Special Election for the submission of Charter Amendments to Section 2.2C to allow persons to serve two full terms as Mayor or District Representative if such person carried out an unexpired term; Section 3.18 to allow City Council to authorize leases for 40 years or less by Resolution or Ordinance; Section 3.5A to allow Council to reschedule meetings for holidays and allow the Mayor to cancel a Council meeting if required due to Declared Emergency; Section 3.9B, 3.10B, and 6.1-12 to align to State law and update obsolete references; Section 3.11 to remove the requirement for a second petition in initiatives, and provide a procedure for citizens to initiate City Ordinances; Section 1.2, 3.5E, 3.6, 4.1B, 4.3 and 7.3 to authorize the Mayor to vote on all Council items, removing the tie-breaking and veto capacity; Section 6.1-4 to authorize the City to create a policy regarding membership on the Civil Service

Commission to reflect the community and City Workforce; Sections 6.2-2 and 6.2-3 to align the employee serving as Civil Service Commission Recorder with other employees carrying out similar duties; Section 6.7-1 and 6.8-1 to allow the City to establish more flexible policies in hiring employees; Section 6.13-11D to establish the City contribution to the Police and Fire Pension Fund of no less than 18% of the wages of the participants, and remove the limit on the City's contribution; such Election to be held within the City, on November 8, 2022; making provisions for the conduct of the Election; and authorizing a contract with El Paso County to furnish election services and equipment; providing for severability and setting an effective date.

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**PUBLIC HEARING WILL BE HELD ON NOVEMBER 8, 2022**

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**REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:**

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**Goal 7: Enhance and Sustain El Paso's Instruction Network**

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25. Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **AWARD** Solicitation 2022-0271 Ysleta Middle School Rapid Transit System (RTS) to ALLEN CONCRETE, LLC for an estimated award of \$625,384.55. The project consists of installation of school zone flashers along Independence Drive, Americans with Disability Act (ADA) ramps at multiple locations, and school zone signs will be upgraded to meet the Manual on Uniform Traffic Control Devices (MUTCD) standards at Ysleta Middle School. Bicycle lanes will be installed at Davis Dr. / Elvin Way between Alameda Avenue and Victor Lane. There will also be a hike & bike trail along Playa Lateral between Elvin Way and Jesuit Drive.

Department:	Capital Improvement
Award to:	ALLEN CONCRETE, LLC
	El Paso, TX
Item(s):	Base Bid I
Initial Term:	117 Consecutive Calendar Days
Base Bid:	\$625,384.55
Total Estimated Award:	\$625,384.55
Funding Source:	Capital Projects and Federal Highway Administration
Account:	190-4950-580270-38170- PCP21TRAN02
District(s):	7

This is a Low Bid procurement, unit price contract.

The Purchasing and Strategic Sourcing and Capital Improvement Department recommend award as indicated to ALLEN CONCRETE, LLC, the lowest responsive and responsible bidder.

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

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

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for

proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

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**REGULAR AGENDA – INTRODUCTION AND PUBLIC HEARINGS:**

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26.

**ORDINANCE 019357**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF EL PASO, TEXAS, WATER AND SEWER REVENUE BONDS, IN ONE OR MORE SERIES, IN AN AGGREGATE AMOUNT NOT TO EXCEED \$441,000,000 FOR SYSTEM IMPROVEMENTS AND TO REFUND CERTAIN OBLIGATIONS ISSUED FOR SYSTEM IMPROVEMENTS; 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.**

Ms. Marcela Navarrete, El Paso Water Vice President of Strategic, Financial and Management Services and Ms. Maria Urbina, Hilltop Securities Managing Director and Financial Advisor to El Paso Water, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Svarzbein, Annello, and Hernandez commented.

The following members of the public commented:

1. Ms. Sharon Miles Bonart
2. Mr. Rick Bonart

Motion duly made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Molinar, 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 Annello, Hernandez, Molinar, Rivera, and Lizarraga

NAYS: Representatives Svarzbein and Salcido

NOT PRESENT FOR THE VOTE: Representative Rodriguez

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

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27.

**ORDINANCE 019358**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF EL PASO, TEXAS, MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2023" 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.**

Ms. Marcela Navarrete, El Paso Water Vice President of Strategic, Financial and Management Services and Ms. Maria Urbina, Hilltop Securities Managing Director and Financial Advisor to El Paso Water, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser commented.

Mr. Rick Bonart, citizen, commented.

Motion duly made by Representative Molinar, seconded by Representative Lizarraga, 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 Annello, Hernandez, Molinar, and Lizarraga

NAYS: Representatives Svarzbein, Salcido, Rivera

NOT PRESENT FOR THE VOTE: Representative Rodriguez

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 – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:**  
.....

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

**28. ORDINANCE 019359**  
.....

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 9A1, 9B1, LAURA E. MUNDY SURVEY 238 AND A PORTION OF NELLIE D. MUNDY SURVEY NO. 244, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-5/C (RESIDENTIAL/CONDITIONS) TO C-2/C (COMMERCIAL/CONDITIONS) AND FROM R-5/SP (RESIDENTIAL/SPECIAL PERMIT) TO C-2 (COMMERCIAL) AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

Motion duly made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Molinar, 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, Annello, Hernandez, Molinar, Salcido, Rivera and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

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

29.

**ORDINANCE 019360**

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A PORTION OF THE EAST 300 FEET OF NORTH 150 FEET OF SOUTH 165 FEET OF TRACT 9-D, FIRST SUPPLEMENTAL MAP OF PARKLAND ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE) 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.**

Motion duly made by Representative Annello, seconded by Representative Molinar, 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, Annello, Hernandez, Molinar, Salcido, Rivera and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

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

30.

**ORDINANCE 019361**

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO 1031 FIRESTONE, LLC TO PERMIT THE CONSTRUCTION, INSTALLATION, MAINTENANCE USE AND REPAIR OF AN AERIAL ENCROACHMENT OF AN OUTDOOR STAIRWAY FOR ADDITIONAL ACCESS TO THE PROPERTY LOCATED AT 1025 TEXAS AVENUE, EL PASO, TEXAS; SETTING THE LICENSE TERM FOR A TERM OF FIFTEEN YEARS (15) WITH ONE (1) RENEWABLE FIFTEEN (15) YEAR TERM.**

Motion duly made by Mayor Pro Tempore Svarzbein, seconded by Representative Annello, 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, Annello, Hernandez, Molinar, Salcido, Rivera and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

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

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

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**31. ORDINANCE 019362**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULE XIV-SPEED LIMITS), TO AMEND PARAGRAPH N (SPEED LIMITS ON THE FOLLOWING OF PERSHING DRIVE AND DYER STREET) SUBPARAGRAPH 2; AND TO AMEND BY DELETING PARAGRAPH N-(SPEED LIMITS ON THE FOLLOWING OF PERSHING DRIVE AND DYER STREET) SUBPARAGRAPH 3, TO AMEND BY DELETING PARAGRAPH N (SPEED LIMITS ON THE FOLLOWING OF PERSHING DRIVE AND DYER STREET) SUBPARAGRAPH 4; AND TO AMEND BY DELETING PARAGRAPH N (SPEED LIMITS ON THE FOLLOWING OF PERSHING DRIVE AND DYER STREET) SUBPARAGRAPH 5; THE PENALTY BEING PROVIDED IN CHAPTER 12.84 OF THE EL PASO CITY CODE.**

Motion duly made by Representative Molinar, seconded by Representative Annello, 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, Annello, Hernandez, Molinar, Salcido, Rivera and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

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

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**REGULAR AGENDA – OTHER BUSINESS:**

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

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**32. RESOLUTION**

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

That the Director of Aviation be authorized to sign and submit a grant application and related documentation to the Federal Aviation Administration (FAA) and be designated the official representative of the City of El Paso to act in connection with the application process for the Airport Improvement Program (AIP) Project No. 3-48-0077-047-2022;

That upon approval and issuance of such grant by the FAA, the City Manager be authorized to accept and sign the grant agreement, any related grant modifications, and other necessary documents when the form and substance of those documents have been reviewed and approved by the City Attorney's Office, and that such authorization will include the ability to accept and sign multiple agreements and documents, as the FAA grant may be issued in various disbursements;

That the City Manager be authorized to approve and sign any budget transfers needed to establish appropriations in connection with this grant.

The total grant amount shall include a federal estimated share of \$13,070,029 and an estimated match of \$2,002,565 to be paid for with Airport Enterprise Funds, totaling \$15,072,594 for the following projects:

- RWY 8R-26L & Connecting Taxiways Rehabilitation
- RWY 8R-26L Reconstruction - Taxiway U from Customs Ramp to TWY V Reconstruction.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

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### **EXECUTIVE SESSION**

Motion made by Representative Rivera, seconded by Representative Hernandez, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 5:38 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, Molinar, Salcido, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

Motion made by Representative Annello, seconded by Representative Rivera, and unanimously carried to **ADJOURN** the Executive Session at 5:53 p.m. and **RECONVENE** the meeting of the City Council at which time a motion was made.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

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**EX1.** Consultation with attorney regarding a petition for charter amendments. Matter No. 22-1065-153 (551.071)

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

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**EX2.** Rubio, Arturo vs. City of El Paso; Cause No. 2021DCV2074. Matter No. 21-1036-3478 (551.071)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and unanimously carried that the City Attorney's Office in consultation with the City Manager be **AUTHORIZED** certain authority to negotiate a settlement of *Arturo Rubio v. City of El Paso*, pending in the County Court at Law 7 under Cause No. 2021DCV2074, in Matter Number 21-1036-3478, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.



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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

- .....
- EX3.** Application of El Paso Electric Company to Change Rates to Open Access Transmission Tariff, Federal Energy Regulatory Commission (FERC); Docket No. ER22-282-000. Matter No. 21-1008-183 (551.071)

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

- .....
- EX4.** Application for Approval of Advanced Metering System (AMS) Deployment Plan, AMS Surcharge, and Non-Standard Metering Service Fees, Public Utility Commission of Texas Docket No. 52040. Matter No 21-1008-168 (551.071)

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

- .....
- EX5.** Purchase, lease, exchange of real property located in El Paso, Texas. Matter No. 22-1004-1402 (551.072)

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

.....

**ADJOURN**

.....

Motion made by Representative Annello, seconded by Representative Svarzbein, and unanimously carried to **ADJOURN** this meeting at 5:55p.m.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

.....

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Laura D. Prine, City Clerk

OSCAR LEESER  
MAYOR



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

TOMMY GONZALEZ  
CITY MANAGER

**AGENDA REVIEW MINUTES  
COUNCIL CHAMBERS AND VIRTUALLY  
CITY HALL, 300 N. CAMPBELL  
August 1, 2022  
9:00 A.M.**

.....  
The City Council met at the above place and date. Meeting was called to order at 9:00 a.m. Mayor Leeser present and presiding. The following Council Members answered roll call: Alexandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga. Late arrivals: Peter Svarzbein was absent.

The agenda items for the August 2, 2022 Regular City Council and Mass Transit Board Meetings were reviewed.

.....  
Motion made by Representative Annello, seconded by Representative Salcido, and unanimously carried to **ADJOURN** this meeting at 9:12 a.m.

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

NAYS: None

ABSENT: Representative Svarzbein

.....  
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

**CITY COUNCIL WORK SESSION MINUTES**  
**August 1, 2022**  
**COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY**  
**9:05 A.M.**

.....  
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:12 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Alexandra Anello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga. Late arrival: Peter Svarzbein at 9:37 a.m.  
.....

**AGENDA**

- .....  
1. Presentation and discussion by the COVID-19 Response and Recovery Cross-Functional Team providing information on key activities, efforts, and processes.

1. Overview (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, began the presentation by pointing out a 30% increase in the number of positive COVID-19 cases and the associated upward trend in hospitalizations. He asked the community to wear masks as recommended by the Centers for Disease Control (CDC) along with getting vaccinated, boosted and tested. Mr. Gonzalez also provided the location for the four City vaccination clinics and the [epcovidvaccine.com](https://epcovidvaccine.com) website for additional information.

Mr. Gonzalez reminded people of the seriousness of the situation and mentioned that two thirds of the people hospitalized had underlying medical conditions with 99% of COVID related deaths correlated to those with such conditions. He added that currently everyone from 6 months or age and older were eligible for vaccines.

2. City Attorney Overview (Karla Nieman)

- a) Greg Abbott, in his official capacity as Governor of Texas v. City of El Paso and Statewide Mask Mandate Litigation

Ms. Karla Nieman, City Attorney, continued the presentation by indicating there were no updates to report on the City's mask mandate litigation and provided information on the recent decision by the 5<sup>th</sup> Court of Appeals upholding the mask mandate ban.

3. Team Lead Report:

- a) Health Focus (Hector Ocaranza, M.D.)  
b) Economic Response and Recovery Update (Elizabeth Triggs)  
c) Data Analysis (David Coronado)

Dr. Hector Ocaranza, Public Health Authority, carried on with the presentation and reminded people to get tested if experiencing any symptoms and remain at home for at least five days of isolation if testing positive with the virus. He added that the City is working with school districts and conducting weekly meetings in order to provide recommendations to avoid any disruption to in person classes. Dr. Ocaranza asked parents to keep kids at home if they are sick and reminded them that vaccinations are available at pediatrician offices.

Dr. Ocaranza mentioned that there is still some hesitance regarding vaccinations and stressed that vaccines protect against death adding that one out of 10 people vaccinated end up hospitalized despite underlying medical conditions. He stressed that COVID is not another flu and highlighted that 92% of people who have died were not fully vaccinated.

Ms. Elizabeth Triggs, Economic and International Development Director, provided information on the City's goals for helping small businesses by listing examples such as facilitating access to capital through stimulus funds, promoting the *buyelpaso* campaign and by helping businesses restart and grow operations. She added that support will also be available to people who are looking to begin a new business and mentioned that 83% of El Paso County businesses have fewer than 20 employees, representing a huge portion of El Paso's economy.

Ms. Triggs provided an explanation of the action requested on item 2 of the agenda which includes the request of \$3M to offset the costs associated with small local manufacturers' relocation to the Advanced Manufacturing District.

Mr. David Coronado, Managing Director of International Bridges and Economic Development, finished the presentation by providing data on the economic growth observed during the month of June driven by retail sales, employment gains in manufacturing and the decline in the County's unemployment rate. Mr. Coronado commented that inflation continues to be a concern as it remains high and impacting City contracts however improvement in gasoline prices were observed.

#### 4. City Manager Wrap-up (Tommy Gonzalez)

Mr. Gonzalez concluded by mentioning that as a result of schools beginning a new year, there would be an increase in the number of positive cases reported adding that the City would work on recommendations from the epidemiological team to help schools reduce infection.

Mayor Leeser and Representatives Svarzbein, Hernandez, and Salcido commented.

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

2.

## RESOLUTION

**WHEREAS**, on March 13, 2020, the President of the United States declared a national emergency, Governor of the State of Texas declared a state of disaster, and the Mayor of the

City of El Paso declared a local state of disaster in relation to Coronavirus Disease 19 (COVID-19); and

**WHEREAS**, on March 17, 2020, City Council issued an Emergency Ordinance Instituting Emergency Measures due to a Public Health Emergency (“Emergency Ordinance”); and

**WHEREAS**, on May 11, 2020, City Council approved appropriations for the CARES Act funds received by the City for eligible expenses from March 1, 2020 through August 31, 2021; and

**WHEREAS**, the City has ongoing COVID-19 related expenditures that have continued into FY 2022; and

**WHEREAS**, the COVID-19 pandemic is a public health crisis that has required immediate action from the City to relieve the emergency necessity of the municipality’s residents and to protect the health and safety of the community, resulting in expenditures by the City to respond to the COVID-19 public health emergency; and

**WHEREAS**, on March 11, 2021, the federal government enacted the American Rescue Plan Act (“ARPA”) which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund (“CSLFRF”); and

**WHEREAS**, the U.S. Department of Treasury’s Final Rule (“Final Rule”) contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of recovery funds not explicitly listed; and

**WHEREAS**, the City is a recipient of an ARPA grant in the amount of \$154,365,135 from the fund received in two tranches, with the first received on May 12, 2021 in the amount of \$77,172,567.50, and the second half of equal value received on or about May 12, 2022; and

**WHEREAS**, on July 27, 2021, the City Council appropriated \$15,000,000 of ARPA grant funds; and

**WHEREAS**, on January 8, 2022, the City Council appropriated \$7,821,018 of the ARPA grant funds; and

**WHEREAS**, on March 15, 2022, the City Council appropriated \$6,600,000 of the ARPA grant funds; and

**WHEREAS**, on May 9, 2022, the City Council appropriated the remaining \$115,979,244 of the ARPA grant funds; and

**WHEREAS**, of the \$115,979,244 in ARPA grant funds appropriated on May 9, 2022, \$14,000,000 was allocated to respond to the negative economic impacts of the COVID-19 public health emergency; and

**WHEREAS**, small businesses have faced widespread challenges due to the pandemic, including periods of shutdown, declines in revenue, or increased costs; and

**WHEREAS**, the City Council has adopted a Strategic Plan which includes the strategic objective of growing existing target industries, including advanced manufacturing to foster economic prosperity and create high-paying career pathways; and

**WHEREAS**, the City Council desires to reallocate \$3,000,000 of the \$14,000,000 in ARPA grant funds appropriated for the response to the negative economic impacts of the COVID-19 public health emergency to assist impacted or disproportionately impacted small businesses in the manufacturing industry sector; and

**WHEREAS**, such funding may be used to provide loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees and mortgage, rent, utility, and other operating costs; and technical assistance, counseling or other services to support business planning; or other assistance as identified in the Final Rule to support impacted and disproportionately impacted small businesses in the manufacturing industry sector.

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

**THAT**, as the recipient of the American Rescue Plan Act (“ARPA”) grant funds in the amount of \$154,365,135, the City Council approves the appropriation of \$3,000,000 of the grant funds from the Coronavirus State and Local Fiscal Recovery Funds to assist impacted or disproportionately impacted small businesses in the manufacturing industry sector in accordance with the requirements stipulated by the American Rescue Plan Act and federal guidelines in the Final Rule to cover expenses incurred to respond and recover from the COVID-19 public health crisis;

**THAT**, the above appropriation is obligated during the period starting March 3, 2021, and ending December 31, 2024;

**THAT**, the instant and previous appropriations are made in compliance with the Final Rule; and

**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 American Rescue Plan Act (“ARPA”) grant funds are properly expended to respond and recover from the COVID-19 public health emergency.

Mayor Leeser and Representatives Annello, Rodriguez and Molinar commented.

The following City staff members commented:

- Ms. Elizabeth Triggs, Economic and International Development Director
- Mr. Tommy Gonzalez, City Manager

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

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

NAYS: None

- .....
3. Discussion and action to allocate additional budget dollars to implement a competitive wage for Quality of Life and Animal Services employees with a competitive wage analysis to be completed in Q1 and executed in Q2 FY2023.

Representative Annello explained that she placed this item in response to Call to the Public comments related to staffing in the Animal Services Department. She then proceeded to present a wage comparison chart of entry level hourly wages across various positions in the City of El Paso ranging from \$11.92 to \$12.48 and of 5 local private entities ranging from \$12 to \$17.

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

The following City staff members commented and/or answered questions posed by the members of Council.

1. Mr. Robert Cortinas, Chief Financial Officer
2. Mr. Tommy Gonzalez, City Manager
3. Chief Mario D'Agostino, Deputy City Manager

#### **1<sup>ST</sup> MOTION**

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Annello and carried to **AMEND** the item to read "Discussion and action to direct staff to implement a competitive wage analysis for Quality of Life and Animal Services employees to be completed by Quarter 1 of FY2023".

AYES: Representatives Svarzbein, Annello, Salcido, Rivera, and Lizarraga

NAYS: Representatives Hernandez, Molinar and Rodriguez

#### **2<sup>ND</sup> AND FINAL MOTION**

Motion made by Representative Annello, seconded by Representative Rivera, and carried to **DIRECT** staff to implement a competitive wage analysis for Quality of Life and Animal Services employees to be completed by Quarter 1 of FY2023.

AYES: Mayor Leeser and Representatives Svarzbein, Annello, Salcido, and Rivera

NAYS: Representatives Hernandez, Molinar, Rodriguez, and Lizarraga

**Mayor Leeser broke the tie by voting "Aye".**

.....

4.

### **RESOLUTION**

**WHEREAS**, Dr. Gullermina G. Núñez-Mchiri began her career at the University of Texas at El Paso as a visiting assistant professor in 2004-2005, eventually earning tenure, and becoming the Director of Women and Gender Studies and an Associate Professor of Anthropology where she exhibited the passion for her career through the manner in which she taught her courses, incorporating research and community engagement opportunities to further student success in higher education earning her the UT Regents Outstanding Teaching Award in 2012 for her dedication and innovation; and

**WHEREAS**, Dr. Núñez-Mchiri made a difference within the classroom and beyond, working in the community to empower Latinas, challenge stigmas of aging, and conduct research on the U.S.-Mexico border region as she served as an academic partner to Wise Latina International, as Co-Chair for the L.E.A.D. project, partnered with the City of El Paso's Park and Recreation Department, and specialized in ethnographic research in topics related to immigration and Latinas; and

**WHEREAS**, Dr. Núñez-Mchiri served as Vice President (2018-2020) and President of The University of El Paso's faculty senate (2020-2022), and has received numerous awards and honors throughout her time at as she was named a Texas Compact Faculty Fellow, an IMPACT Faculty Leadership Fellow, a Kauffman Foundation Faculty Fellow, a Junior Faculty Fellow by the American Association of Hispanics in Higher Education, an Emerging Scholar/Professor of Purpose by Diverse Issues in Higher Education Magazine, a UTEP Faculty Fellow for Civic Engagement by the Provost's office, received a Fellowship for Innovation and Change by the Southern Education Foundation, and was one of fourteen top Hispanic Professors Making a Difference in Texas; and

**WHEREAS**, Dr. Guillermina G. Núñez-Mchiri will extend the transformative influence she has made in El Paso to the San Diego State University – Imperial Valley campus as she serves as the first Chicana/Latina dean in the school's 125-year history; and

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

That the City of El Paso is proud to support Dr. Núñez-Mchiri as she provides opportunities for a new community and university and the City of El Paso urges all citizens to acknowledge the work Dr. Núñez-Mchiri has done for her students, faculty, staff, community and higher education in El Paso.

Representative Annello requested to move this item to the forefront of the agenda and read the resolution into the record.

The following members of the public commented:

1. Dr. Guillermina Núñez-Mchiri
2. Ms. Margie Brickey
3. Ms. Alicia Davis

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Svarzbein

.....  
The Work Session was **RECESSED** at 10:59 A.M. in order to convene the Special City Council Meeting.

The Work Session was **RECONVENED** at 1:39 P.M.



.....

**EXECUTIVE SESSION**

Motion made by Representative Hernandez, seconded by Representative Rodriguez, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 1:40 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 executive session item:

Section 551.071 CONSULTATION WITH ATTORNEY  
Section 551.074 PERSONNEL MATTERS

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

Motion made by Representative Rivera, seconded by Representative Annello, and unanimously carried to **ADJOURN** the Executive Session at 4:36 p.m. and **RECONVENE** the meeting of the City Council.

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

.....

**EX1.** Consultation with Attorney regarding City Manager and City Attorney employment contracts. Matter No. 22-1043-831 (551.071) (551.074)

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

.....

**ADJOURN**

Motion made by Representative Annello seconded by Representative Molinar and unanimously carried to **ADJOURN** the meeting at 4:37 p.m.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, 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

**CITY COUNCIL SPECIAL MEETING MINUTES**  
**August 1, 2022**  
**MAIN CONFERENCE ROOM, CITY HALL AND VIRTUALLY**  
**9:30 A.M.**

.....  
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 11:14 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alessandra Anello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga.  
.....

**AGENDA**

- .....  
1. Presentation and submission of appraisal roll, certified anticipated collection rate for the current year, the No-New Revenue Tax Rate and Voter-Approval Tax Rate for FY 2022-2023 taxes.

Mr. Robert Cortinas, Chief Financial Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office). Mr. Cortinas began the presentation by explaining that the FY2023 Certified Appraisal Roll was received on July 25, 2022 indicating that the taxable assessed values were expected to increase by 13.3%. Mr. Cortinas then provided information on the increase on single, multifamily and commercial property values and the different types of tax relief totaling \$36.4M in exemptions along with the proposed tax rate for FY2023.

Mayor Leeser and Representatives Anello, Hernandez, Rodriguez commented.

The following City staff members commented:

- Mr. Tommy Gonzalez, City Manager
- Ms. Ellen Smyth, Chief Transit and Field Operations Officer
- Ms. Nicole Cote, Interim Managing Director of Office of Management and Budget and Purchasing

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

.....  
The Special City Council Meeting was **RECESSED** at 11:23 a.m.

The Special City Council meeting was **RECONVENED** at 12:07 p.m.  
.....

**2. ITEMS 2 AND 3 WERE TAKEN TOGETHER**

Presentation, discussion and action on the following budget items:

a. 3rd Quarter Financial Report.

Mr. Robert Cortinas, Chief Financial Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office). The main topics of discussion during the presentation included a comparison in the number of operating days in the general fund reserves currently at 88 days versus 9 days in FY2015, the upward trend in sales tax revenue from 2019 to present, and proposed budget adjustments for FY2023 to include major cost drivers and recommendations for helping the community and competitive wages for the workforce.

Representatives Svarzbein, Annello, Hernandez, Molinar, and Rodriguez commented.

The following City staff members commented and answered questions posed by Council members:

- Mr. Tommy Gonzalez, City Manager
- Ms. Laura Prine, City Clerk
- Ms. Ellen Smyth, Chief Transit and Field Operations Officer
- Ms. Laura Cruz-Acosta, Strategic Communications Director

b. Proposed FY 2022 - 2023 Budget

Motion made by Representative Annello, seconded by Representative Rodriguez, and carried to **APPROVE** the budget adjustments totaling \$7,909,578.00, as presented on slide 29 of the presentation.

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

NAYS: Representative Svarzbein

3. Introduction of an Ordinance levying FY 2022 - 2023 taxes.

Mr. Robert Cortinas, Chief Financial Officer, explained that the introduction of the ordinance would set the tax rate at 0.862398 of one percent of the assessed value on all property, real, personal and mixed.

Motion made by Representative Annello, seconded by Representative Rivera, and carried that the Ordinance, having been introduced pursuant to Section 3.9 of the el Paso City Charter, be **ADVERTISED** for public hearing setting the tax rate of .862398 of 1% of the assessed value on all property real, personal, and mixed.

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

NAYS: Representative Svarzbein.

**PUBLIC HEARING WILL BE HELD ON AUGUST 23, 2022**

.....  
**ADJOURN**

Motion made by Representative Annello, seconded by Representative Svarzbein, and unanimously carried to **ADJOURN** the meeting at 1:34 p.m.

AYES: Representatives Svarzbein, Annello, 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 #:** 22-1025, **Version:** 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

**AGENDA LANGUAGE:**

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

**REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS**



Legislation Text

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File #: 22-1009, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 3**

Airport, Sam Rodriguez, (915) 212-7300

**AGENDA LANGUAGE:**

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

That the City Manager be authorized to sign an Air Cargo Building Lease Agreement by and between the City of El Paso ("Lessor") and Global Aviation Services, LLC ("Lessee"), for warehouse space, loading dock, and to use a portion of the parking area and the roadway, located at the property known as Air Cargo Building #2, 6411 Convair Road, City of El Paso, El Paso County, Texas (approximately 5,100 SQ FT), municipally known and numbered as 6411 Convair Road, El Paso, Texas.

The term begins on August 16, 2022 ("Effective Date") and ends on August 15, 2023. The monthly fee is \$1,281.68. There are two options of one year each that can be exercised with a 90-day notice to the Lessor.

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

**AGENDA DATE:** August 16, 2022

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON:** Samuel Rodriguez, P.E. Aviation Director (915) 212-7301

**DISTRICT(S) AFFECTED:** 3

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

**SUBGOAL:** N/A

**SUBJECT:**

That the City Manager be authorized to sign an Air Cargo Building Lease Agreement by and between the City of El Paso ("Lessor") and Global Aviation Services, LLC ("Lessee"), for warehouse space, loading dock, and to use a portion of the parking area and the roadway, located at the property known as Air Cargo Building #2, 6411 Convair Road, City of El Paso, El Paso County, Texas (approximately 5,100 SQ FT), municipally known and numbered as 6411 Convair Road, El Paso, Texas.

The term begins on August 16, 2022 ("Effective Date") and ends on August 15, 2023. The monthly fee is \$1,281.68. There are two options of one year each that can be exercised with a 90-day notice to the Lessor.

**BACKGROUND / DISCUSSION:**

The previous lease agreement expired on December 31, 2021. The Tenant is currently leasing the space on a month to month basis and is in holdover due to failing to exercise their option to extend their lease in a timely manner. The Tenant provides Ground Service Equipment (GSE) maintenance for their own equipment, with which they service Frontier Airlines and Delta Airlines. If both options are exercised the expiration date will be August 15, 2025.

**PRIOR COUNCIL ACTION:**

- October 29, 2019 - Lessor and Lessee entered into an Air Cargo Building Lease Agreement through December 31, 2021.
- November 29, 2016 - Lessor and Lessee entered into Air Cargo Building Lease Agreement through November 30, 2019.

**AMOUNT AND SOURCE OF FUNDING:**

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

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  X  YES   NO

**PRIMARY DEPARTMENT:** Aviation

**SECONDARY DEPARTMENT:** N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

Revised 04/09/2021

Samuel Rodriguez, P.E., Director of Aviation

## RESOLUTION

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

That the City Manager be authorized to sign an Air Cargo Building Lease Agreement by and between the City of El Paso ("Lessor") and Global Aviation Services, LLC ("Lessee"), for warehouse space, loading dock, and to use a portion of the parking area and the roadway located at the property known as Air Cargo Building #2, 6411 Convair Road, City of El Paso, El Paso County, Texas, with a one year term with two (2) one year options to extend.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.


**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leaser  
Mayor

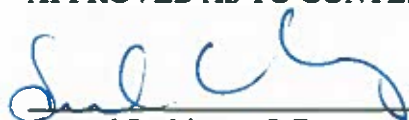
**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

 (for) \_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

 \_\_\_\_\_  
Samuel Rodriguez, P.E.  
Director of Aviation

**RESOLUTION**

22-1003-1247/PL#114661.2/Reso – Global Aviation Services, LLC – Air Cargo Lease - 6411 Convair Rd./LBJ



**AIR CARGO BUILDING LEASE AGREEMENT**  
**6411 Convair Road**

**El Paso International Airport**  
**El Paso, Texas**

**Global Aviation Services, LLC**

\_\_\_\_\_, 2022  
**Effective Date**

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**ATTACHMENTS****EXHIBIT "A" - Office, Warehouse and Parking Spaces****EXHIBIT "B" - The Premises**

**EL PASO INTERNATIONAL AIRPORT  
AIR CARGO BUILDING LEASE AGREEMENT**

**THIS AIR CARGO BUILDING LEASE AGREEMENT ("Agreement")** is entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, between the **CITY OF EL PASO, TEXAS ("Lessor")** and **Global Aviation Services, LLC ("Lessee")**.

**WITNESSETH:**

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

**WHEREAS**, Lessor has constructed an Air Cargo Building facility located on Airport property and has space therein and appurtenances thereto available for lease, and Lessee desires to lease space in said Air Cargo Building; and

**WHEREAS**, Lessee has indicated a willingness and ability to properly operate, keep and maintain such space in the Air Cargo Building leased hereunder in accordance with the standards established by Lessor; and

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

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

**ARTICLE I**  
**PREMISES AND PRIVILEGES**

**Section 1.01 Description of Premises Demised**

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

- A. That certain office and warehouse space containing 1,500 square feet, more or less, as shown on **EXHIBIT "A"** attached hereto, and also known as Air Cargo Building #2, 6411 Convair Road, for Tenant's exclusive use detailed on **EXHIBIT "A"**; and
- B. The non-exclusive right to use the loading dock and 250 square feet, more or less of vehicle parking space directly in front of said Air Cargo Building #2 as more fully described on **EXHIBIT "B"** attached hereto; and

- C. The non-exclusive right to use 1,850 square feet, more or less, of the ground service equipment parking apron directly behind said Air Cargo Building #2 as more fully described on **EXHIBIT "B"** attached hereto; and
- D. The non-exclusive use of the utilities and common space maintenance containing 1,500 square feet, more or less, as shown on **EXHIBIT "A"** attached hereto;

all of which will hereinafter be referred to as the "Premises".

#### **Section 1.02 Right of Ingress and Egress**

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

#### **Section 1.03 Right to Construct**

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

#### **Section 1.04 Restrictions of Privileges, Uses and Rights**

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

Lessee shall not offer, or permit to be offered, retail services, sales or repairs of any type from the Premises, other than the conduct of what is permitted in Section 1.04. Fuel sales are specifically prohibited.

In connection with the exercise of its rights under this Agreement, Lessee:

- A. Shall not do or permit to be done anything at or about the Airport or the Premises that may interfere with the effectiveness or accessibility of the water system, drainage and sewage system, fire protection system, security system, fire hydrants and hoses, electrical system, natural gas, or other Airport systems installed or located on or within the Premises or the Airport.
- B. Shall not do or permit to be done any act or thing upon the Airport or the Premises that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
- C. Shall not dispose of and shall prohibit any employee, agent, contractor, or other person from disposing of any waste material taken from, or products used with respect to, its aircraft, equipment or otherwise related to Lessee's operations into

the sanitary or storm sewers at the Airport or any other approved location on the Airport (whether liquid or solid), including but not limited to Hazardous Materials as defined herein, unless such waste material or products first be properly treated by equipment installed with the approval of Lessor and all other administrative bodies having appropriate jurisdiction or may remain untreated if wastewater guidelines limitation of the El Paso Water Utilities Public Service Board are not exceeded.

- D. Shall not keep or store Hazardous Materials or articles including, without limitation, flammable liquids and solids, corrosive liquids, compressed gasses, and magnetized or radioactive materials on the Airport in excess of Lessee's working requirements during any twenty-four (24) hour period, except when the following conditions are met: (1) in accordance with standards established by the National Board of Fire Underwriters, any such liquids having a flash point of less than one hundred degrees Fahrenheit (100 °F) shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories; (2) said material shall be under the control and care of designated Lessee personnel; (3) said material shall be packaged and handled in compliance with applicable U. S. Department of Transportation, Environmental Protection Agency, or other such applicable regulations for transport and pre-transport of hazardous articles and materials; (4) said materials shall be stored in special storage areas designated by the Director or other authorized representative of Lessor while on the Airport.
- E. Shall not install fuel storage tanks or pumping facilities for use in fueling any aircraft, vehicles or other equipment on the Premises.
- F. Shall not maintain or operate on the Premises or elsewhere at the Airport a cafeteria, restaurant, bar or cocktail lounge for the purpose of selling or dispensing food or beverages to the public or to its employees; nor shall Lessee provide for the sale or dispensing of food and beverages at the Airport except that the Lessee may provide vending machines solely for the sale of hot and cold beverages, food, and confections to Lessee's employees in areas not accessible to the general public.
- G. The rights and privileges granted Lessee under this Agreement with respect to the performance of ground services and activities in connection with its Operation at the Airport may be exercised by Lessee only for and on behalf of Lessee for regularly scheduled or unscheduled service. Lessee may, subject to the prior written approval of Lessor, and, where applicable, perform ground services for other air cargo operators conducting Operations at the Air Cargo Building #2 provided said air cargo operators are signatories to an Air Cargo Use Agreement or Airline Operating Agreement with Lessor. It is understood and agreed that Lessor reserves the right to charge a fee or commission associated with controlling access to restricted areas, and to collect reasonable fees or commissions for ground transportation, ground support services for other Air Cargo operator(s), and other services or facilities provided by or for Lessee in competition with concessionaires and operators operating under an agreement with the Lessor.

### **Section 1.05 Conditions of Granting Agreement**

The granting of this Agreement 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 shall be made without the specific written consent of Lessor herein; said consent to be at Lessor's sole discretion.
- B. That the right to use said public Airport facilities in common with others authorized to do so shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated under their authority with reference to aviation and air navigation; and all applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law.
- C. That Lessee will utilize only the roadways or other direction, path, route, or form of travel Lessor may designate, from time to time, for Lessee's operation and movement on or about the Airport.

### **Section 1.06 Exterior Fencing and Storage**

Lessee may store stock, materials, and supplies on the Premises, however all stock, materials, and supplies located outside must be completely enclosed by fence. The placement and design of any exterior fencing and storage on the Premises shall be in accordance with plans and specifications prescribed by Lessor and shall be uniform throughout the entire Air Cargo Building #2, ramp, and associated areas.

## **ARTICLE II** **OBLIGATIONS OF LESSOR**

### **Section 2.01 Quiet Enjoyment**

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

### **Section 2.02 Lessor's Right of Entry**

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



### **Section 2.03 Condition and Maintenance of Premises**

Lessor shall bear responsibility for the repair, maintenance and replacement of the mechanical systems of the Premises and Air Cargo Building #2, including but not limited to, the plumbing system including replacement of major lines, the life-safety systems and the HVAC systems. Lessor shall, at its sole cost and expense, repair, replace and supplement the HVAC system as necessary and balance air flow to ensure that the Premises are heated and cooled adequately to meet Lessee's reasonable needs throughout the Term and any extensions or renewals thereof for its permitted use of the Premises. As of the Commencement Date, the Premises shall be delivered to Lessee with the HVAC systems balanced as necessary for the season. Lessor shall bear responsibility for the repair, maintenance and replacement of the Structural Elements of Air Cargo Building #2, except for any damage caused by the act or omission of the Lessee, or any agent, employee, invitee, contractor, servant, or subtenant of Lessee, for which damage Lessee shall be responsible. "Structural Elements" shall mean the roof, foundation, load bearing columns and walls, exterior walls, exterior paint, and common vehicle parking areas. Maintenance and repair of the electrical system within the Premises, doors and doorways are specifically excluded from Lessor's responsibility and shall be Lessee's responsibility.

## **ARTICLE III** **OBLIGATIONS OF LESSEE**

### **Section 3.01 Net Lease Agreement**

This Agreement in every sense shall be without cost to Lessor for the development, maintenance and improvement of the Premises. It shall be the sole responsibility of Lessee to keep, maintain, repair and operate the entirety of the Premises and all improvements and facilities placed thereon at Lessee's sole cost and expense.

### **Section 3.02 Condition and Maintenance of Premises**

Lessee accepts the premises in "AS IS" condition. Lessor has no responsibility as to the condition of the Premises and shall not be responsible for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition. Lessee shall be solely responsible for repairs and maintenance of the Premises except those required for the Structural Elements referenced in Section 2.03, and shall not cause any damage or impairment to any part of the Structural Elements.

### **Section 3.03 Internal Improvements**

Lessee may make internal improvements, additions and alterations to the Premises hereunder with the prior written approval of Lessor. Lessee guarantees that all construction work performed by contractors hired by Lessee shall be done in accordance with applicable building codes, laws and regulations and in a good, workmanlike manner, and all materials used by Lessee's contractors shall be of an appropriate grade and quality for the use for which they are employed.

Lessee shall submit to Lessor the internal construction plans and specifications for the written approval by Lessor. It is agreed that Lessor reserves the right to reject any plans and specifications. In the event such additions, alterations, or improvements shall be deemed to have been undertaken without the prior written approval of Lessor required herein, Lessee may be considered in default and Lessor may cancel this Agreement in accordance with the provisions of Article IX hereinafter set forth.

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

#### **Section 3.04 Performance and Payment Bonds**

Prior to Lessee's commencement of any construction, 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 of the contract awarded.
- B. A payment bond with Lessee's contractor(s) as principal, in a sum equal to the full amount of the construction contract awarded. Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said construction contract.

#### **Section 3.05 Compliance with Laws**

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

**any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Agreement.**

- (2) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Lessee results in any contamination of the Premises or any improvements thereon, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon.
- (3) Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises or to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.
- (4) Lessee shall immediately notify Lessor of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.
- (5) Lessee shall insert the provisions of this Section 3.05 in any agreement or contract by which it grants a right or privilege to any person, firm or corporation under this Agreement.

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

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

**C. Reporting.**

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

**Section 3.06 Maintenance**

Lessee shall, at its sole cost and expense, maintain the Premises and the buildings, improvements and appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said Airport. Lessee shall repair all damage to said Premises caused by its employees, patrons or its operation thereon. Lessee shall be responsible for the upkeep and cleanliness of the Premises. Lessee shall maintain and repair all equipment thereon, including, but not limited to any heating and cooling equipment or any buildings and improvements; and shall repaint the interior of the Premises as necessary. Lessee agrees not to paint the exterior of the improvements or anywhere on the Premises without the written consent of Lessor; said consent to be at Lessor's sole discretion. Lessor shall also be the sole judge of the quality and content of any painting submitted by Lessee for consideration.

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 whatever maintenance Lessor deems necessary. If said maintenance is not undertaken by Lessee within thirty (30) days after receipt of written notice, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which shall be borne by Lessee. Lessee shall remit payment within thirty (30) days after receipt of invoice.

**Section 3.07 Utilities**

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

and utility outlets at its own cost and expense; subject to approval by all appropriate departments of the City of El Paso, and Lessee shall pay for any and all service charges incurred thereof.

### **Section 3.08 Trash, Garbage, and Other Refuse**

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

### **Section 3.09 Permitted Uses**

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

### **Section 3.10 Signage**

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

- A. **Permitted Signs.** Signs on the Premises shall be limited to those identifying the uses conducted on the site and to those necessary for directional purposes. The size, design and location of all signs shall require the written approval of the Lessor prior to installation. Said written approval shall be at Lessor's sole discretion. Outdoor advertising, billboards or flashing lighting shall not be permitted.
- B. **Lighting and Construction.** All signs shall comply with all current or future building codes of the City of El Paso and with all current or future rules and regulations of the FAA and its successor agencies. Lessee is solely responsible for obtaining all necessary permits and licenses.

### **Section 3.11 Approval of Plans**

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

### **Section 3.12 Authorization to Enter Restricted Area**

Lessee understands that the Premises include access to a restricted area of the Airport and that Lessee and its agents, employees, servants or independent contractors must be authorized by the Lessor to enter restricted areas of the Airport prior to their entry thereon. The authorization to enter restricted areas of the Airport is not granted by this Agreement, but shall be granted to Lessee upon Lessee's completion of security clearance and identification badging requirements necessary of all persons entering restricted areas of the Airport. As Lessee is required to comply with all applicable rules and regulations, any violation of this provision or those security rules and regulations applicable to the

restricted areas of the Airport, shall be considered to be a material violation of this Agreement and grounds for termination.

### **Section 3.13 Penalties Assessed by Federal Agencies**

Lessee understands and agrees that in the event any federal agency assesses a civil penalty against the Lessor or the Airport for any security violation as a result of or related to any act or failure to act on the part of Lessee, its agents, employees or independent contractors, Lessee shall reimburse the Lessor in the amount of the civil penalty assessed. Failure to reimburse the Lessor within thirty (30) days of receipt of written notice shall constitute an event of default hereunder.

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

Lessee agrees to cause its employees, vendors, subcontractors, visitors, and all parties with whom it does business on the Premises to comply with the various airport security plans of the El Paso International Airport, as amended from time to time.

## **ARTICLE IV** **TERM OF LEASEHOLD**

### **Section 4.01 Term**

The term of this Agreement shall commence on \_\_\_\_\_, 2022 (the "Effective Date"), for a one (1) year term (hereinafter referred to as "Initial Term").

### **Section 4.02 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 two (2) additional terms of one (1) year by notifying Lessor in writing of Lessee's election no more than one hundred eighty (180) days nor less than ninety (90) days prior to the expiration of the previous term.

### **Section 4.03 Termination by Either Party**

This Agreement may be terminated by either party without cause by providing thirty (30) days prior written notice to the other party.

### **Section 4.04 Holding Over**

It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Agreement shall operate and be construed as a tenancy from month to month at a rental of one and one-half (1½) times the current monthly rental, and Lessee shall be liable to Lessor for all loss or damage on account of any holding over after the expiration or cancellation of this Agreement, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this

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Agreement, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

#### **Section 4.05 National Emergency**

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

### **ARTICLE V** **RENTALS**

#### **Section 5.01 Rental**

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

1,500 Sq. ft. of Office and Warehouse Space at \$8.08/Sq. ft./annum = \$12,125.44/yr.

1,500 Sq. ft. of Utilities and Common Space Maintenance at \$1.15/Sq. ft./annum = \$1,732.20/yr.

250 Sq. ft. of Vehicle Parking/Dock at \$0.7250/Sq. ft./annum = \$181.25/yr.

1,850 Sq. ft. of Ground Service Equipment Parking Apron at \$0.7250/Sq. ft./annum = \$1,341.25/yr.

Initially, therefore, the Initial Annual Rental shall be \$15,380.14 per year or \$1,281.68 per month.

#### **Section 5.02 Commencement of Rental**

Payment of rental by Lessee to Lessor as aforesaid shall commence on the Effective Date of this Agreement, which is first noted on the title page.

#### **Section 5.03 Time of Payment**

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

#### **Section 5.04 Unpaid Rent, Fees and Charges**

Any installment of rent, any fees or other charges or monies accruing under any provisions of this Agreement that are not received by Lessor by the 30<sup>th</sup> day of the month in which payment is due, shall bear interest at the rate equal to the maximum allowed by law from the date when the same is due according to the terms of this Agreement until paid by Lessee.

#### **Section 5.05 Place of Payment**

All rental and other payments required herein shall be paid to Lessor at the following address:

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



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

## **ARTICLE VI**

### **INSURANCE AND INDEMNIFICATION**

#### **Section 6.01 Liability Insurance**

Lessee, at its sole cost and expense shall, throughout the term of this Agreement, provide and keep in force for the benefit of Lessee with the Lessor as an additional insured, comprehensive general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence, Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence and 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.

#### **Section 6.02 Fire and Extended Coverage Insurance**

Lessor agrees that, at all times throughout the term of this Agreement, it will keep the Air Cargo Building #2 insured under a Standard Policy of Fire and Extended Coverage Insurance for an amount equivalent to ninety percent (90%) of the replacement cost, such replacement cost to be re-determined every three (3) years. Upon receipt of a statement therefore, Lessee shall reimburse Lessor for Lessee's pro rata share thereof plus ten percent (10%) for administrative overhead. Said share shall be calculated on a pro rata basis utilizing the square footage of each Lessee's occupancy divided by the total square footage of the Air Cargo Building #2.

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

#### **Section 6.03 Authorized Insurance Companies**

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

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

- A. A statement of the coverage provided by the policy;
- B. A statement of the period during which the policy is in effect;
- C. A statement that the annual premium or the advance deposit premium for such policy has been paid in advance;

- D. An agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least thirty (30) days' prior written notice to Lessor; and
- E. A statement certifying the Lessor has been listed as an additional named insured on the policy.

#### **Section 6.04 INDEMNIFICATION**

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

### **ARTICLE VII** **CONDEMNATION**

#### **Section 7.01 Definitions**

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

- A. "Taking" means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation and avoidance proceedings are pending.
- B. "Total taking" means the taking of the fee title to all of the Premises and improvements thereon.

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

#### **Section 7.02 Notice of Condemnation**

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

- A. Notice of intended taking;
- B. Service of any legal process relating to condemnation of the Premises or improvements; or

- C. Notice in connection with any proceedings or negotiations with respect to such a condemnation.

**Section 7.03 Rights of Parties During Condemnation Proceeding**

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

**Section 7.04 Taking of Leasehold**

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

**Section 7.05 Total Taking**

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

**Section 7.06 Partial Taking**

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

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

**Section 7.07 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 year of the initial term or any renewal term, Lessee shall be relieved of the responsibility to so repair or reconstruct the improvements on Premises as aforesaid by notifying Lessor of its intention to that effect.

### **Section 7.08 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 VIII** **ENCUMBRANCES**

### **Section 8.01 Encumbrance**

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

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

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

### **Section 8.02 Mortgagee's Rights**

Upon receipt of a notice or demand in accordance with Section 8.01 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-day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or
- D. To institute foreclosure proceedings and prosecute same diligently to conclusion.

### **Section 8.03 Rights on Foreclosure**

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

## **ARTICLE IX**

### **EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER**

#### **Section 9.01 Expiration**

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

#### **Section 9.02 Cancellation**

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

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

- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

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

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

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

#### **Section 9.03 Repossessing and Reletting**

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

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

#### **Section 9.04 Assignment and Transfer**

Lessee is not permitted to assign this Agreement; provided, that Lessee may assign this Agreement to its parent company upon Lessor's prior written consent. The foregoing notwithstanding, any person or entity to which this Agreement 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 Agreement on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

**Section 9.05 Subleasing**

Lessee is not permitted to sublease all or any part of the Premises.

**Section 9.06 Rights Upon Expiration**

At the expiration of this Agreement, Lessor shall be entitled to have the Premises returned to Lessor clear of all improvements constructed by Lessee, or on Lessee's behalf. Lessee shall have sixty (60) days after expiration in which to remove such improvements; provided that any occupancy by Lessee for the purposes of removal shall be subject to the rental due hereunder. If Lessee fails to so remove said improvements, Lessor may remove same at Lessee's expense. Lessor may, at its option, take title to the improvements in lieu of removal by or for Lessee.

**Section 9.07 Lessor's Lien**

It is expressly agreed that in the event of default in the payment of rentals or any other sum due from Lessee to Lessor under the terms of this Agreement, Lessor shall have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock belonging to Lessee which are placed in, or become a part of, the Premises, as security for Rent due and to become due for the remainder of the Agreement term, which lien shall not be in lieu of or in any way affect the statutory 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 the Lessee. In the event Lessor exercises the option to terminate the leasehold as provided herein, the Lessor, after providing reasonable notice to Lessee of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of time and place of any public sale or of the time after that any private sale is to be made, for cash or credit, for such prices and terms as Lessor deems best. The proceeds of the sale shall be applied first the necessary proper expense of removing, storing and selling such property, then to the payment of any rentals or other sums due or to become due under this Agreement, with the balance, if any, to be paid to Lessee.

**ARTICLE X**  
**GENERAL PROVISIONS**

**Section 10.01 Right of Flight**

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

Lessor reserves to itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the Premises to take any action it deems necessary to prevent

22-1003-1247/PL Doc #1147646.7/2022 Air Cargo Building Lease Agreement – Global Aviation Services, LLC/6411 Convair/lbj



the construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways at the Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Subpart C of Part 77 of the Federal Aviation Regulations.

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

**Section 10.02 Time is of the Essence**

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

**Section 10.03 Notices**

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

LESSOR:	City Manager City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
COPY TO:	Director of Aviation El Paso International Airport 6701 Convair Road El Paso, Texas 79925-1099
LESSEE:	Global Aviation Services, LLC 3 Sugar Creek Center, Suite 450 Sugar Land, TX 77478

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

**Section 10.04 Attorney's Fees**

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

**Section 10.05 Agreement Made in Texas**

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

#### **Section 10.06 General Civil Rights Provision**

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

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

#### **Section 10.07 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 10.07 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 10.07 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.

#### **Section 10.08 Affirmative Action**

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

#### **Section 10.09 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 Agreement 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 Agreement, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Agreement 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 Agreement, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Agreement 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 Agreement, 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]

#### **Section 10.10 Cumulative Rights and Remedies**

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

#### **Section 10.11 Interpretation**

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

#### **Section 10.12 Agreement Made in Writing**

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

### **Section 10.13 Paragraph Headings**

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

### **Section 10.14 Severability**

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

### **Section 10.15 Successors and Assigns**

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

### **Section 10.16 Taxes and Other Charges**

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

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

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

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

### **Section 10.17 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 LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE.**

**Section 10.18 Survival of Certain Provisions**

All provisions of this Agreement which expressly or impliedly contemplate or require performance after the expiration or termination of this Agreement hereunder shall survive such expiration or termination of this Agreement, including without limitation, Sections 3.05 and 6.03.

**Section 10.19 Authorization to Enter Agreement**

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.

**Section 10.20 Effective Date**

Regardless of the date signed, this Agreement shall be effective as of the date first noted on the title page.

**Section 10.21 Complete Agreement**

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

***[Signatures Begin on the Following Page]***


# 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:**

 (for)  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Samuel Rodriguez, P.E.  
Director of Aviation

## LESSOR'S ACKNOWLEDGMENT

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 (**Lessor**).

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

*[Signatures Continue on the Following Page]*



# LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

LESSEE: GLOBAL AVIATION SERVICES, LLC

By: [Signature]  
 Name: BRADLEY C. OSBORN  
 Title: EVP

## LESSEE'S ACKNOWLEDGMENT

STATE OF Minnesota )  
 )  
 COUNTY OF Dakota )

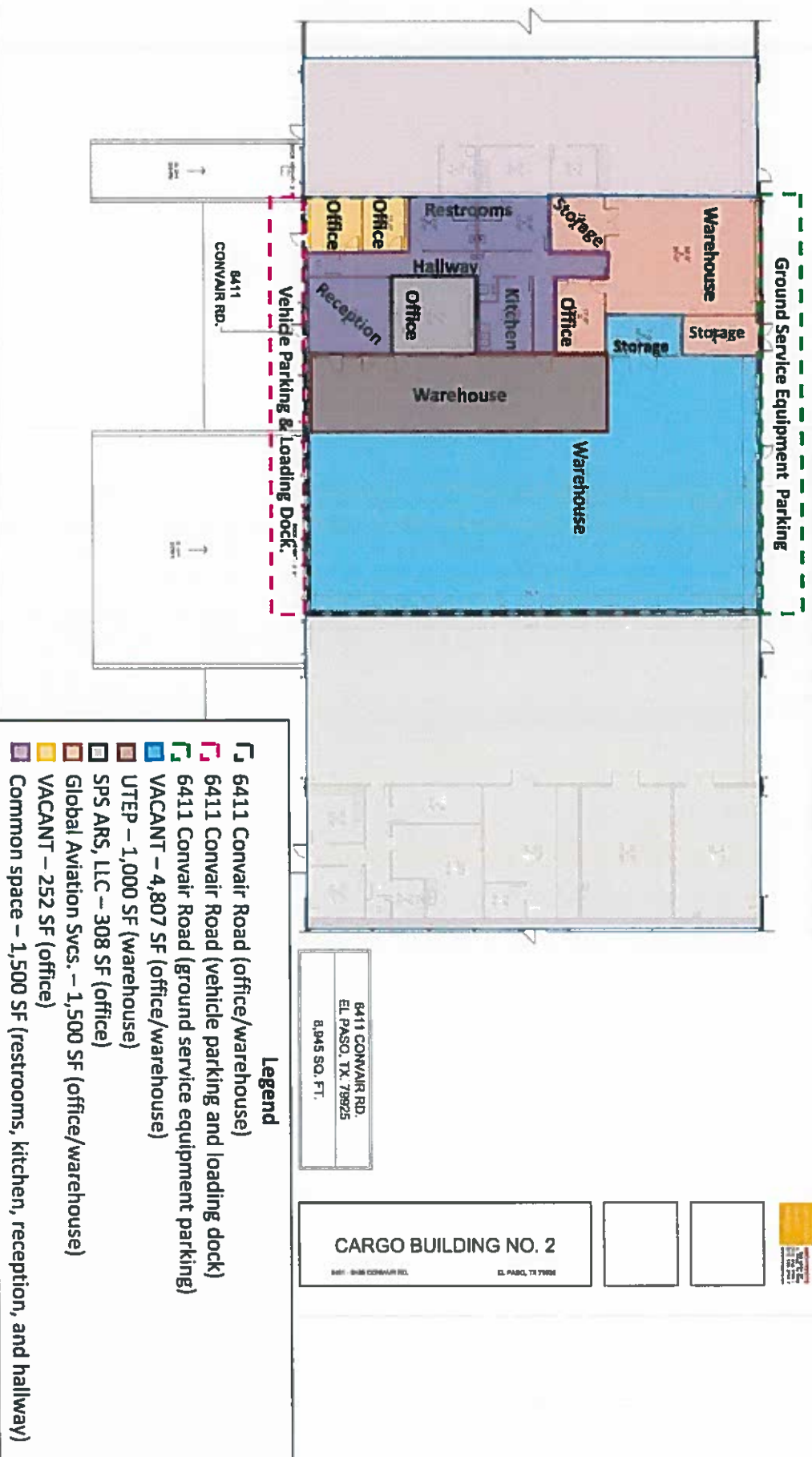
This instrument was acknowledged before me on this 25<sup>th</sup> day of July, 2022, by Bradley C. Osborn, as EVP of Global Aviation Services, LLC (Lessee), on behalf of said limited liability company.

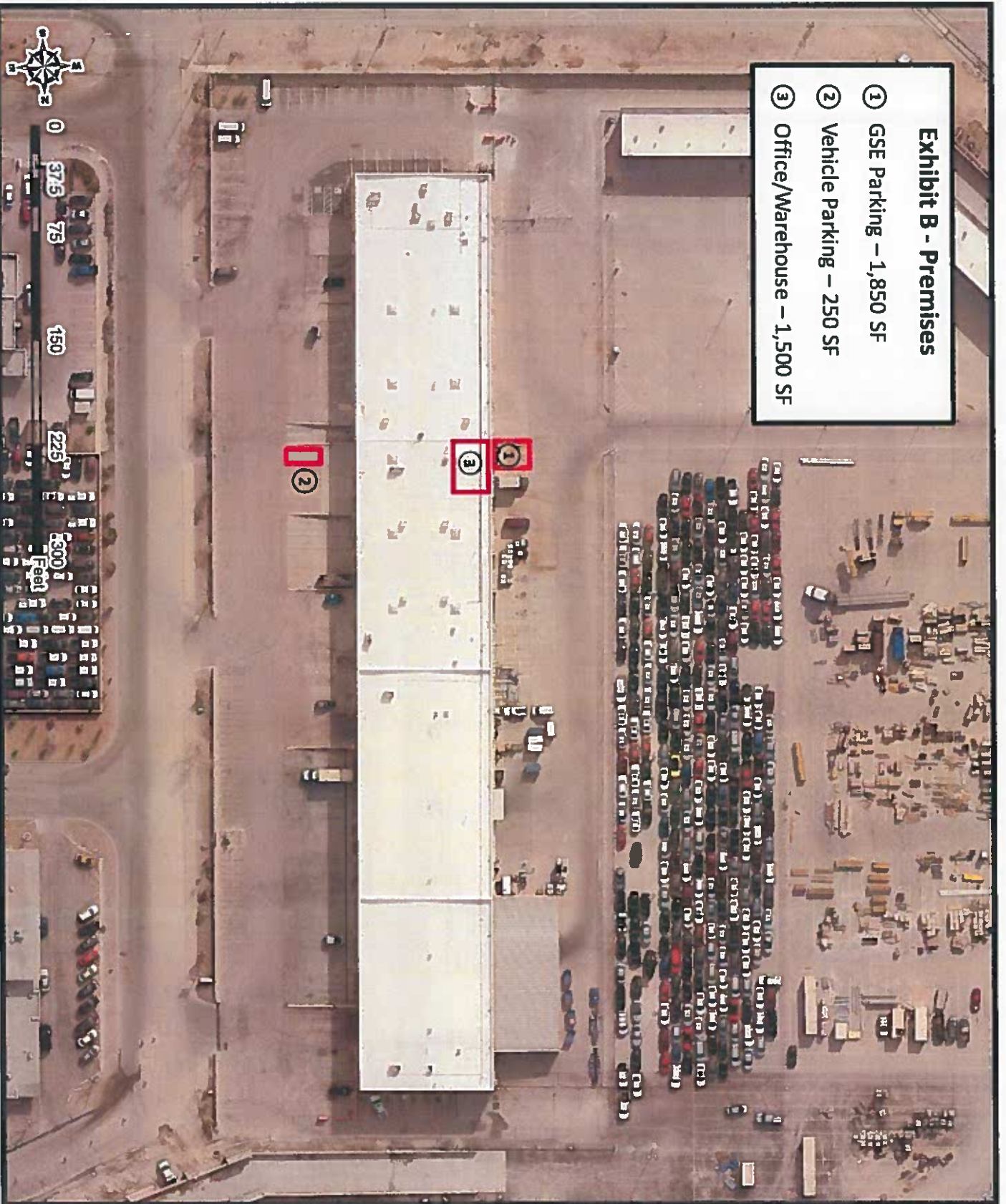
[Signature]  
 Notary Public

My Commission Expires:  
 \_\_\_\_\_



## Exhibit A – Warehouse and Parking Spaces

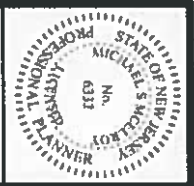




- Exhibit B - Premises**
- ① GSE Parking – 1,850 SF
  - ② Vehicle Parking – 250 SF
  - ③ Office/Warehouse – 1,500 SF



Global Aviation Services  
6411 Convair Road



El Paso  
International  
Airport  
El Paso, Texas

DRAWN BY: MSM
CHECKED BY: MSM
PREPARED FOR: EPA
DATE: 10/29/2016



Legislation Text

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**File #:** 22-1015, **Version:** 1

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**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, Yvette Hernandez, (915) 212-1860

**AGENDA LANGUAGE:**

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC., a Nevada Company authorized to do business in Texas, for a project known as "RUNWAY 8R-26L REHABILITATION GEOTECH & MATERIALS TESTING" for an amount not to exceed \$270,295.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursable Expenses for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of Three Hundred Seventy Thousand Two Hundred Ninety-Five Dollars and 00/100 Dollars (\$370,295.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.



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

**AGENDA DATE:** August 16, 2022  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Yvette Hernandez, P.E., City Engineer  
(915) 212-1860

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 1 - Cultivate an Environment Conducive to Strong, Sustainable Economic Development

**SUBGOAL:** 1.4 – Grow the core business of air transportation

**SUBJECT:**

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and **WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.**, a Nevada Company authorized to do business in Texas, for a project known as “**RUNWAY 8R-26L REHABILITATION-GEOTECH & MATERIALS TESTING**” for an amount not to exceed **\$270,295.00**; that the City Engineer is authorized to approve additional Basic Services and Reimbursable Expenses for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of Three Hundred Seventy Thousand Two Hundred Ninety-Five Dollars and 00/100 Dollars (\$370,295.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

**BACKGROUND / DISCUSSION:**

The El Paso International Airport is rehabilitating the pavement for Runway 8R/26L, associated taxiway connectors (TWY S, T, U, and V), and reconstructing a portion of Taxiway U. This project will mill and overlay the runway to replace the aging surface and preserve the useful life of the underlying pavement. Project modifications include upgrading existing airfield lighting and signage components within the adjacent work areas from incandescent to LED. Improvements also include associated grading and drainage in the project area per FAA specifications.

**SELECTION SUMMARY:**

Consultant selection was based on qualifications pursuant to the Professional Services Procurement Act, 23 CFR, Part 172, and Subchapter A, Chapter 2254, of the Texas Local Government Code. There were three offerors, all with local offices. The recommendation of staff is to award the contract to the offeror based on best demonstrated understanding of the project and FAA requirements, the experience of the project manager and team, and approach to completing the work.

**VARIANCE:** N/A

**PROTEST** N/A

**PRIOR COUNCIL ACTION:** N/A

**AMOUNT AND SOURCE OF FUNDING:** Amount: \$270,295.00

Revised 04/09/2021 – Previous Versions Obsolete

Funding Source: Federal Aviation Administration and Airport Enterprise  
Account: 562-3010-62330-580270- G62A204002 562-3080-62335-580270- G62A204002


HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: El Paso International Airport  
SECONDARY DEPARTMENT:

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

Assistant Director Capital Improvement

  
Yvette Hernandez, PE  
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 Agreement for Professional Services by and between the CITY OF EL PASO and Wood Environment & Infrastructure Solutions, Inc., a Nevada corporation authorized to do business in Texas, for a project known as “Runway 8R-26L Rehabilitation - Geotech & Materials Testing” for an amount not to exceed \$270,295.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$370,295.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

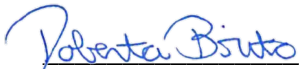
**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leaser, Mayor

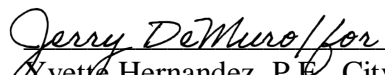
**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

 Assistant Director Capital Improvement  
\_\_\_\_\_  
Yvette Hernandez, P.E., City Engineer  
Capital Improvement Department

## CITY OF EL PASO A/E SELECTION SCORESHEET

Rater	SOLICITATION #2022-0691R Geotech & Materials Testing for EPIA ~ Runway 8R-26L Rehabilitation		
	PSI	Terracon	Wood
Rater 1	75	75	78
Rater 2	59	55	61
Rater 3	66	56	73
Rater 4	69	61	75
<b>Total Raters Score</b>	269	247	287
References	8	9	9
<b>OVERALL SCORE</b>	277	256	296

#1	Wood	296
#2	PSI	277
#3	Terracon	256



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 Wood Environment & Infrastructure Solutions, Inc., a Nevada Corporation, authorized to conduct business in Texas, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for the project known as “Runway 8R-26L Rehabilitation - Geotech & Materials Testing”, 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 TWO HUNDRED SEVENTY THOUSAND TWO HUNDRED NINETY-FIVE DOLLARS (\$270,295.00) for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment 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 **Attachment "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 \$1,000,000.00 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:	Wood Environment & Infrastructure Solutions, Inc. Attn: Jamie Barnes 125 Montoya Road El Paso, Texas 79932
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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 to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the

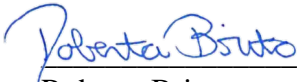
following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

**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:**

  
\_\_\_\_\_  
Yvette Hernandez, 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

By: \_\_\_\_\_

Name: Jamie Barnes

Title: Principal

ACKNOWLEDGEMENT

THE STATE OF Texas §

COUNTY OF El Paso §

This instrument was acknowledged before me on this 27 day of July, 2022,  
by Jamie Barnes, as Principal, on behalf of Consultant.



\_\_\_\_\_  
Notary Public, State of Texas

My commission expires:

02/09/2023

**ATTACHMENT “A”  
SCOPE OF SERVICES**

## **Attachment “A” Scope of Work**

Geotechnical and materials testing services for the Runway 8R-26L Rehabilitation Project.

Services to be included:

- Investigation
- Planning
- Construction materials testing and inspection
- Design recommendations

Products required to include:

- Reports

The following services are to be provided during construction of the project:

- Provide professional engineering services in the field of geotechnical and materials testing.
- Provide technical and professional engineering consultation for the geotechnical investigations and related laboratory testing services, including labor, equipment and materials.
- Provide materials engineering and testing, and construction quality assurance /quality control (QA/QC) services in accordance with ASTM E 329 Standards Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as used in construction.
- Provide monthly reports of tasks and activities related to this service. Reports should include project name, percent of testing completed, number of failed tests, and expenses as related to the project budget.
- Provide notification when contractor requests overtime for testing.

Testing will include any or all of the following:

### **FOUNDATION**

- Shallow foundations (Continuous and spread)
- Deep foundations (Driven piles, drilled shafts and auger-cast piles)
- Mats and post-tensioned slabs.
- Bearing Capacity (Ultimate and Allowable) Analysis.
- Settlement Analysis
- Load testing of foundations
- Construction inspection of all types of foundations.
- Failure analysis and remediation design for distressed foundations and retaining walls.

### **ROADWAY SOIL SURVEYS & PAVEMENT DESIGN**

- Streets, Airfields and Parking Lots.
- Flexible and rigid pavement designs.
- Subgrade, subbase and base course stabilization analysis.
- Construction materials specifications.
- Pavement failure analysis and remediation design.

## **SLOPE STABILITY & EARTHEN RETENTION SYSTEMS**

- Earth pressure coefficients
- Slope stability analysis
- Shoring & trench safety system design
- Retaining walls-gravity, sheet pile, bulkhead, cantilever, etc.

## **SOILS**

- Nuclear density
- Sand cone density
- Gradation
- Hydrometer analysis
- Atterberg limits
- Specific gravity
- Soil stabilization design
- Moisture-density relation
- Unconfined strength
- Permeability (falling head, and constant head)
- California bearing ratio (CBR)

## **CONCRETE**

- Mix design
- Flatness/levelness
- Slump & air content
- Unit weight/yield
- Compressive strength
- Flexural strength
- Coring, and testing of cores.

## **MASONRY**

- Compressive strength of masonry units
- Compressive strength of constructed prisms
- Mortar mix design
- Strength of mortar
- Absorption
- Grout mix design



## **ASPHALT**

- Pavement section design
- Bitumen extraction
- Stability & flow
- Mix designs
- Aggregate gradation
- Specific gravity
- Unit weight
- Coring

## **AGGREGATES**

- Moisture content
- Gradation
- Specific gravity
- Soundness
- Los Angeles abrasion
- Absorption
- Clay lumps/friable particles
- Flat/elongated pieces
- Fractured faces.

## **WELDS**

- Acoustics
- Radiographic
- Dye penetrants
- Magnetic particle (ferrous metal only)
- Visual testing

## **PAINT AND PRIMER**

- Mill thickness
- Lead (lead free)

## **ELECTRICAL**

- Ground resistance test (mega-ohms)
- Insulation test

## **OTHER MATERIALS TESTING AS REQUIRED**

**ATTACHMENT “B”**  
**CONSULTANT’S FEE PROPOSAL AND HOURLY RATES**

## Attachment "B"

### Consultants Fee Proposal and Hourly Rates

# of Units	Unit Rate	Unit	Description	Total
<b>Badging and Coordination</b>				
20	\$60.00	Hour	Engineering Technicians (assumes no more than 4 tech	\$1,200.00
5	\$85.00	Hour	Senior Technician	\$425.00
5	\$185.00	Hour	Geotechnical Engineer (coordination)	\$925.00
2	\$50.00	Day	Vehicle use	\$100.00
<b>Subtotal</b>				<b>\$2,650.00</b>
# of Units	Unit Rate	Unit	Description	Total
<b>Soil Inspection and Testing</b>				
525	\$60.00	Hour	Engineering Technician	\$31,500.00
15	\$85.00	Hour	Senior Technician	\$1,275.00
100	\$60.00	Hour	Second Engineering Technician (As Needed)	\$6,000.00
25	\$185.00	Hour	Geotechnical Engineer (if needed)	\$4,625.00
20	\$65.00	Hour	Clerical Support	\$1,300.00
8	\$280.00	Each	Subgrade Proctor	\$2,240.00
8	\$70.00	Each	Sieve Analysis	\$560.00
8	\$70.00	Each	Plasticity Index	\$560.00
0	\$110.00	Each	Density tests	Included in hourly rate
75	\$100.00	Day	Vehicle and Nuclear Gauge Use	\$7,500.00
<b>Subtotal</b>				<b>\$55,560.00</b>
<b>Concrete testing</b>				
50	\$60.00	Hour	Engineering Technician	\$3,000.00
5	\$550.00	set	Concrete beams (4 Beams/set).	\$2,750.00
10	\$285.00	set	Concrete Cylinders (4 Cylinders/set)	\$2,850.00
10	\$50.00	Day	Vehicle use	\$500.00
<b>Subtotal</b>				<b>\$9,100.00</b>
<b>Asphalt testing</b>				
1040	\$60.00	Hour	Engineering Technician	\$62,400.00
25	\$85.00	Hour	Senior Technician	\$2,125.00
240	\$125.00	Each	Asphalt Sampling	\$30,000.00
20	\$65.00	Hour	Clerical Support	\$1,300.00
140	\$195.00	Each	Marshall Series	\$27,300.00
140	\$95.00	Each	Theoretical gravity (Rice method)	\$13,300.00
140	\$75.00	Set	Stability and flow	\$10,500.00
6	\$280.00	Each	Base Course Proctor	\$1,680.00
6	\$70.00	Each	Sieve Analysis	\$420.00
6	\$70.00	Each	Plasticity Index	\$420.00
6	\$40.00	Each	Rock Correction	\$240.00
280	\$80.00	Each	Core Density (Joint and Mat) Contractor Cores	\$22,400.00
280	\$80.00	Each	Core Thickness (Asphalt and Concrete) Contractor Cores	\$22,400.00
0	\$105.00	Each	Density tests	Included in hourly rate
85	\$100.00	Day	Vehicle and Nuclear Gauge Use	\$8,500.00
<b>Subtotal</b>				<b>\$202,985.00</b>
<b>Estimated Total</b>				<b>\$270,295.00</b>
<b>Wood will only bill for services/testing completed for the project.</b>				

Item #	Soils - Field and laboratory testing	Unit	Unit Cost (\$/ea)	Description
1	Sampling (soils)	Each	\$115.00	Includes up to 2 samples to be picked up within the City limits. Size limited to no more than 500 pounds. Hourly rate may apply if multiple samples need to be collected at the same time at City's discretion.
2	Density of Soils by Nuclear Methods - 1 test	Each	\$110.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time
3	Density of Soils by Nuclear Methods - 2 - 4 tests (same trip as item 2)	Each	\$40.00	Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 2
4	Density of Soils by Nuclear Methods - greater than 5 tests (same trip as item 2)	Each	\$35.00	Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 2
5	Density of Soils by Sand Cone Method - 1 test	Each	\$125.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time
6	Density of Soils by Sand Cone Method - 2 - 4 tests (same trip as item 5)	Each	\$50.00	Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 5
7	Density of Soils by Sand Cone Method - greater than 5 tests (same trip as item 5)	Each	\$45.00	Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 5
9	Moisture-Density (proctor)	Each	\$280.00	Cost is fully loaded and includes sampling and travel time within City limits, technician time, vehicle, equipment, report, clerical and review time
10	Rock correction for proctor	Each	\$45.00	Requires sieve analysis to document need for rock correction.
11	Particle Size	Each	\$70.00	Cost per test. Sampling time separate.
12	Atterberg Limits Testing	Each	\$70.00	Cost per test. Sampling time separate.
13	Moisture content	Each	\$15.00	Cost per test. Sampling time separate.
14	Specific gravity	Each	\$75.00	Cost per test. Sampling time separate.
15	LA Abrasion	Each	\$275.00	Cost per test. Sampling time separate.
16	Soil Classification - sampling, sieve analysis and Atterberg Limits	Each	\$225.00	Cost is fully loaded and includes sampling and travel time within City limits, technician time, vehicle, equipment, report, clerical and review time
17	Technician	Hour	\$60.00	Hourly rate for standby, collection, services not listed, fully loaded, no minimum allowed.
<b>Concrete - Field and Laboratory Testing</b>				
18	Concrete Cylinders, sample, 1 slump, 1 air content, cast 4 - 6"x12" cylinders, curing, compressive strength testing and reporting	Each	\$285.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time. Includes all pick up trips. Concrete beams not included.
19	Grout, sample, slump, curing, compressive strength testing and reporting. 4 prisms for 7 and 28 day	Each	\$285.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time
20	Mortar, sample, curing, compressive strength testing and reporting. 6- 2" cubes for 7 and 28 day	Each	\$285.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time
21	Additional air entrainment test	Each	\$25.00	Cost per test, travel time not included. Assumes travel covered by other unit. Includes report, clerical and review time.
22	Additional slump test	Each	\$25.00	Cost per test, travel time not included. Assumes travel covered by other unit. Includes report, clerical and review time.
23	Additional cylinders	Each	\$30.00	Cost per test, travel time not included. Assumes travel covered by other unit. Includes report, clerical and review time.
25	Schmidt hammer	Day	\$65.00	Cost per day for equipment only, technician time separate.
26	Windsor probe	Each	\$120.00	Cost per location tested, assumes 3 probes per location, fully loaded rate.
27	Technician	Hour	\$60.00	Hourly rate for standby, collection, services not listed, fully loaded, no minimum allowed.
<b>Asphalt - Field and Laboratory Testing</b>				
28	Sampling (asphalt)	Each	\$125.00	Includes up to 1 sample to be picked up within the City limits. Size limited to no more than 500 pounds. Hourly rate may apply if multiple samples need to be collected at the same time at City's discretion.
29	Marshall Value	Each	\$195.00	Cost per test. Includes report sampling time separate. Includes report, clerical and review time.
30	Extraction and Gradation	Each	\$195.00	Cost per test. Includes report sampling time separate. Includes report, clerical and review time.
31	Rice	Each	\$95.00	Cost per test. Includes report sampling time separate. Includes report, clerical and review time.
32	Asphalt Core Density/Thickness	Each	\$80.00	Cost per core, rate fully loaded, includes coring, testing, reporting and travel. Coring machine and generator not included.
33	Density of Bituminous pavement by Nuclear Methods - 1 test	Each	\$110.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time
34	Density of Bituminous pavement by Nuclear Methods - 2 to 4 tests	Each	\$40.00	Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 33
35	Density of Bituminous pavement by Nuclear Methods - greater than 5 tests	Each	\$35.00	Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 33
38	Technician	Each	\$60.00	Hourly rate for standby, collection, services not listed, fully loaded, no minimum allowed.

	<b>Professional Services</b>			
	<b>Labor Category</b>			
	Principal	Hour	\$205.00	Hourly rates to be used for geotechnical studies, consulting not included in unit rates above and City requested meetings/tasks. Not to be used in conjunction with fully loaded unit rates. All time assumes standard 40 hour work week. The City will not pay for overtime rates unless specifically requested by the City Project Manager.
	Senior Project Manager/Engineer	Hour	\$185.00	
	Project Manager/ Professional	Hour	\$165.00	
	Project Engineer/Specialist	Hour	\$130.00	
	Level 1 Staff Engineer/Geologist/Specialist	Hour	\$115.00	
	Level 2 Staff Engineer/Geologist/Specialist	Hour	\$100.00	
	Level 3 Staff Engineer/Geologist/Specialist	Hour	\$95.00	
	Level 4 Staff Engineer/Geologist/Specialist	Hour	\$90.00	
	Senior Field Professional	Hour	\$85.00	
	GIS/CAD Technician Level 1	Hour	\$90.00	GIS or modeling use only standard for all routine site plans, logs for use only at request of City PM standard for all field testing Senior clerical for special projects Standard for routine reporting efforts, please note costs cannot be applied to specified testing units Standard inspection, does not include equipment. Equipment rates to be agreed to prior to initiation of services on a per project basis.
	GIS/CAD Technician Level 2	Hour	\$75.00	
	Supervising Technician	Hour	\$85.00	
	Field/Lab Technician	Hour	\$60.00	
	Admin/Clerical 1	Hour	\$65.00	
	Admin/Clerical 3	Hour	\$60.00	
	Welding Inspector	Hour	\$125.00	
	<b>Miscellaneous</b>			
	2 WD Vehicle	Day	\$50.00	for services not covered in above rate or otherwise negotiated with the City
	4 WD Vehicle	Day	\$70.00	for services not covered in above rate or otherwise negotiated with the City
	Nuclear gauge use	Day	\$50.00	
	Mileage	Per Mile	\$0.5800	per mile, portal to portal - subject to change to match state rate
	Coring Machine	Day	\$175.00	Cost for coring machine
	Generator	Day	\$175.00	Cost for generator
	Printing, 8 1/2 x 11 B&W	Page	\$0.25	Cost for additional copies or those costs not covered in above fully loaded units.
	Printing, 8 1/2 x 11 Color	Page	\$0.75	Cost for additional copies or those costs not covered in above fully loaded units.
	Printing, oversize	Page	\$8.50	Cost for additional copies or those costs not covered in above fully loaded units.
	UT welding equipment	Day	\$125.00	Cost for UT welding inspection equipment
	Other costs	TBD	TBD	all other costs to be negotiated with City prior to use
	Overtime markup	Percent	25.0%	Only for City PM approved overtime. Must be accompanied by written authorization and backup that OT work was conducted.
	Markup for outside services	Percent	10%	Outside contracted services, cannot be used for testing units listed above.

General notes

- \* The City will not allow minimum number of samples/hours for any testing/inspection.
- \* All costs per test rates are fully loaded and include testing, equipment, clerical, review and report production. Sampling time included only where specified.
- \* Unit costs presented above include all trip charges and reporting
- \* If testing outside of the scope of rates detailed above are required, the City will request a quote from the laboratory. Approval prior to testing is required.
- \* All other charges must be approved in advance by the City Project Manager.
- \* The City reserves the right to use hourly rates for any project needs at City PMs discretion.
- \* Specific projects (such as geotechnical projects) will be quoted individually using above rates where practical. The City reserves the right to negotiate any fixed project fee.

**ATTACHMENT “C”  
INTENTIONALLY DELETED**

## **ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES**

For the project known as **“RUNWAY 8R-26L REHABILITATION ~ GEOTECH & MATERIALS TESTING”**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$270,295.00** 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.

#### **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 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. The Consultant’s invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> 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 **Attachment "A"** and the Notice to Proceed.



**ATTACHMENT “E”  
INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/18/2022

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).

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA		<b>CONTACT NAME:</b> <b>PHONE</b> (A/C. No. Ext): (866) 283-7122 <b>FAX</b> (A/C. No.): (800) 363-0105 <b>E-MAIL ADDRESS:</b>																			
<b>INSURED</b> JWGUSA Holdings, Inc. and its Subsidiaries and Affiliates 17325 Katy Freeway Houston TX 77084 USA		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td>INSURER A:</td><td>Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER B:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER C:</td><td>ACE Fire Underwriters Insurance Co.</td><td>20702</td></tr><tr><td>INSURER D:</td><td>American International Group UK Ltd</td><td>AA1120187</td></tr><tr><td>INSURER E:</td><td>AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER A:	Zurich American Ins Co	16535	INSURER B:	ACE American Insurance Company	22667	INSURER C:	ACE Fire Underwriters Insurance Co.	20702	INSURER D:	American International Group UK Ltd	AA1120187	INSURER E:	AIG Specialty Insurance Company	26883	INSURER F:		
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INSURER E:	AIG Specialty Insurance Company	26883																			
INSURER F:																					

**COVERAGES** **CERTIFICATE NUMBER:** 570094561110 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested																	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <table border="1"><tr><td><input type="checkbox"/> CLAIMS-MADE</td><td><input checked="" type="checkbox"/> OCCUR</td></tr></table> GEN'L AGGREGATE LIMIT APPLIES PER: <table border="1"><tr><td><input type="checkbox"/> POLICY</td><td><input checked="" type="checkbox"/> PROJECT</td><td><input type="checkbox"/> LOC</td></tr></table> OTHER:	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PROJECT	<input type="checkbox"/> LOC	Y	Y	GL0484608502	07/01/2022	07/01/2023	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
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B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <table border="1"><tr><td><input checked="" type="checkbox"/> ANY AUTO</td><td><input type="checkbox"/> SCHEDULED AUTOS</td></tr><tr><td><input type="checkbox"/> OWNED AUTOS ONLY</td><td><input type="checkbox"/> NON-OWNED AUTOS ONLY</td></tr><tr><td><input type="checkbox"/> HIRED AUTOS ONLY</td><td></td></tr></table>	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/> HIRED AUTOS ONLY		Y		ISA H25570790	07/01/2022	07/01/2023	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)				
<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS																							
<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY																							
<input type="checkbox"/> HIRED AUTOS ONLY																								
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																							
BODILY INJURY (Per person)																								
BODILY INJURY (Per accident)																								
PROPERTY DAMAGE (Per accident)																								
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <table border="1"><tr><td><input type="checkbox"/> DED</td><td><input type="checkbox"/> RETENTION</td></tr></table>	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION						<table border="1"><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE												
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EACH OCCURRENCE																								
AGGREGATE																								
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WLRC68919770 Work Comp- AOS SCFC68919812 Work Comp- WI	07/01/2022	07/01/2023	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTHER</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER															
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																							
C			N/A		07/01/2022	07/01/2023	<table border="1"><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000											
E.L. EACH ACCIDENT	\$1,000,000																							
E.L. DISEASE-EA EMPLOYEE	\$1,000,000																							
E.L. DISEASE-POLICY LIMIT	\$1,000,000																							
D	Archit&Eng Prof			PSDEF2200726 Claims Made- Prof. Liab. SIR applies per policy terms & conditions	07/01/2022	07/01/2023	<table border="1"><tr><td>Aggregate Limit</td><td>\$1,000,000</td></tr><tr><td>Any One Claim</td><td>\$1,000,000</td></tr></table>	Aggregate Limit	\$1,000,000	Any One Claim	\$1,000,000													
Aggregate Limit	\$1,000,000																							
Any One Claim	\$1,000,000																							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
SEE ATTACHED ADDENDUM FOR ADDITIONAL NAMED INSURED WOOD COMPANIES.  
RE: Project Description: Geotechnical and Materials Testing for EPIA - Runway 8R-26L Rehabilitation.  
Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.  
A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability and workers' Compensation policies.

<b>CERTIFICATE HOLDER</b>  The City of El Paso Capital Improvement Department 218 N. Campbell El Paso TX 79901 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Southwest, Inc.</i>
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# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED JWGUSA Holdings, Inc.	
POLICY NUMBER See Certificate Numbe 570094561110			
CARRIER See Certificate Numbe 570094561110	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

### Additional Named Insured

JWGUSA Holdings, Inc.  
 Wood Group USA, Inc.  
 Wood Environment & Infrastructure Solutions, Inc.  
 AMEC Construction Management, Inc.  
 AMEC E&E, P.C.  
 AMEC Engineering and Consulting of Michigan, Inc.  
 Amec Foster Wheeler Energia, S.L.U.  
 Amec Foster Wheeler Environmental Equipment Company Inc.  
 Amec Foster Wheeler Industrial Power Company, Inc.  
 Amec Foster Wheeler Kamtech, Inc.  
 Amec Foster Wheeler North America Corp  
 Amec Foster Wheeler Power Systems, Inc.  
 Amec Foster Wheeler USA Corporation  
 Amec Foster Wheeler Ventures, Inc.  
 AMEC North Carolina, Inc.  
 BMA Solutions, Inc.  
 C E C Controls Company, Inc.  
 Cape Software, Inc.  
 Foster Wheeler Intercontinental Corporation  
 Ingenious, Inc.  
 John Wood Group PLC  
 John Wood Group, Inc.  
 Kelchner, Inc.  
 MACTEC Engineering and Consulting, P.C.  
 MACTEC Engineering & Geology, P.C.  
 MASA Ventures, Inc.  
 Mustang International, Inc.  
 Rider Hunt International USA, Inc.  
 RHI Talent Inc  
 RWG (Repair & Overhauls) USA, Inc.  
 Swaggart Brothers, Inc.  
 Wood Design, LLC  
 Wood Group Alaska, LLC  
 Wood Group Asset Integrity Solutions  
 Wood Group PSN, Inc.  
 Wood Group UK, Ltd  
 Wood Massachusetts, Inc.  
 Wood Programs, Inc.



Legislation Text

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File #: 22-1019, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 3**

Airport, Sam Rodriguez, (915) 212-7300

**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, or designee, to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), El Paso Sun Park, LTD ("Assignor") and Mountain Pass Business Park, LP ("Assignee") for real property described as, all of Lot 2, Block 15, El Paso International Airport Tracts, Unit 11, City of El Paso, El Paso County, Texas, more commonly referred to as 1749 Hawkins, El Paso, Texas.

The initial term is forty (40) years plus one (1) additional option to extend for a period of ten (10) years and annual rent is \$46,791.76.

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

**DEPARTMENT:** Aviation

**AGENDA DATE:** August 16, 2022

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

**DISTRICT(S) AFFECTED:** District 3

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

**SUBJECT:**

Resolution to authorize the City Manager, or designee, to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), El Paso Sun Park, LTD ("Assignor") and Mountain Pass Business Park, LP ("Assignee") for real property described as, all of Lot 2, Block 15, El Paso International Airport Tracts, Unit 11, City of El Paso, El Paso County, Texas, more commonly referred to as 1749 Hawkins, El Paso, Texas.

The initial term is forty (40) years plus one (1) additional option to extend for a period of ten (10) years and annual rent is \$46,791.76.

**BACKGROUND / DISCUSSION:**

The Department of Aviation requests the approval of this Lessor's Approval of Assignment to allow the transfer of rights and obligations possessed by El Paso Sun Park, LTD to Mountain Pass Business Park, LP. The Lessee is transferring its interest in the leasehold to a different business entity owned by him for financing and administrative reasons.

Remaining term is thirty-nine (39) years and eight (8) months and annual rent is \$46,791.76; all terms and conditions of the lease remain the same.

**PRIOR COUNCIL ACTION:**

March 30, 2021 – Southern Industrial Lease by and between the City of el Paso ("Lessor") and El Paso Sun Park, Ltd. ("Lessee") approved.

**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, or designee, is authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), El Paso Sun Park, LTD ("Assignor") and Mountain Pass Business Park, LP ("Assignee") for the following described property:

All of Lot 2, Block 15, El Paso International Airport Tracts, Unit 11,  
City of El Paso, El Paso County, Texas, more commonly referred to  
as 1749 Hawkins, El Paso, Texas.

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2022.

### CITY OF EL PASO

\_\_\_\_\_  
Oscar Leaser  
Mayor

### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

### APPROVED AS TO CONTENT:

\_\_\_\_\_  
Samuel Rodriguez, P.E.  
Director of Aviation

### RESOLUTION

21-1003-1130/1194392/Reso- Lessor's Approval of Assignment (1749 Hawkins)/LBJ

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

**WHEREAS**, the City of El Paso ("**Lessor**") entered into a Butterfield Trail Industrial Park Lease dated April 1, 2021 ("**Lease**") between the Lessor and El Paso Sun Park, Ltd., a Texas limited partnership (the "**Assignor**")

**WHEREAS**, the Lease pertains to the following described property:

All of Lot 2, Block 15, El Paso International Airport Tracts, Unit 11, City of El Paso, El Paso County, Texas, more commonly referred to as 1749 Hawkins, El Paso, Texas, ("**Property**");

**WHEREAS**, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to Mountain Pass Business Park, LP, a Texas limited partnership.

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

1. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Lease from Assignor to Mountain Pass Business Park, LP ("**Assignee**"), on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and upon the further condition that Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

Assignee does hereby assume and agrees to be liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

2. **PROOF OF INSURANCE AND INDEMNIFICATION.** Assignee has provided a certificate of insurance to evidence compliance with the insurance requirements of the Lease and expressly agrees to be bound by the indemnification provisions contained in the Lease.
3. **RELEASE.** Assignor is hereby released and discharged by Lessor from all rights, privileges, responsibilities and obligations under the Lease first arising and accruing from and after the effective date of the assignment of the Lease and Lessor and Assignee each hereby acknowledges that, as of the effective date of the assignment, Assignee enjoys all such rights and privileges and is responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.
4. **SECURITY DEPOSIT.** No Security Deposit is required as a condition to this Approval.

5. **RATIFICATION OF LEASE.** Except as expressly set forth herein, no provision of this Approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.

6. **ADDRESS FOR NOTICE.** Notices to Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

**ASSIGNOR:** El Paso Sun Park, Ltd.  
Attn: John Ring Schatzman, Jr.  
555 Lombardy  
El Paso, Texas 79922

**ASSIGNEE:** Mountain Pass Business Park, LP  
Attn: John R. Schatzman, General Partner  
555 Lombardy  
El Paso, Texas 79922

7. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.
8. **NON-WAIVER.** The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
9. **EFFECTIVE DATE.** The Effective Date of this Lessor's Approval of Assignment will be the date this document is approved by the El Paso City Council.
10. **COUNTERPARTS.** This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

*(Signatures Begin on the Following Page)*



APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2022.

LESSOR: CITY OF EL PASO

\_\_\_\_\_  
Tomás González  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Samuel Rodriguez, P.E.  
Director of Aviation

#### LESSOR'S ACKNOWLEDGEMENT

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** (Lessor).

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_

*(Signatures Continue on the Following Page)*

ASSIGNOR: EL PASO SUN PARK, LTD.

By: [Signature]

Print Name: John R. Schatzman, Jr.

Title: EP

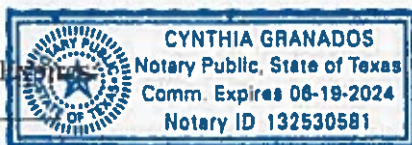
### ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument was acknowledged before me on this 4 day of August, 2022  
by John Ring Schatzman, Jr., President of El Paso Sun Park, Ltd. (Assignor).

My Commission Expires 06/19/2024



[Signature]  
Notary Public, State of TEXAS

*(Signatures Continue on the Following Page)*

ASSIGNEE:

By: MOUNTAIN PASS BUSINESS PARK, LP

By: [Signature]

Print Name: John R. Schatzman, L

Title: GP

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument was acknowledged before me on this 4 day of August, 2022  
by John R. Schatzman, General Partner of Mountain Pass Business Park, LP (Assignee).



06/19/2024

[Signature]  
Notary Public, State of Texas



Legislation Text

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File #: 22-1018, Version: 1

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**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, Isaura Valdez, (915) 212-4311

Police, Chief Gregory K. Allen, (915) 212-4305

**AGENDA LANGUAGE:**

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

That the City Manager or Designee be authorized to sign the Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas to submit a joint application to the Department of Justice under the 2022 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of \$210,519.00. The funds received under the JAG program will be allocated 50% to the County of El Paso, Texas \$105,259.50 and 50% to the City of El Paso, Texas, \$105,259.50. No cash match or in-kind is required.

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

**AGENDA DATE:** August 16, 2022

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Isaura Valdez, 212-4311,  
Chief Gregory K. Allen, 212-4302

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Goal 2 - Set the Standard for a Safe and Secure City

**SUBGOAL:** Maintain standing as one of the nation's top safest cities.

**SUBJECT:**

That the City Manager or Designee be authorized to sign the Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas to submit a joint application to the Department of Justice under the 2022 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of \$210,519.00. The funds received under the JAG program will be allocated 50% to the County of El Paso, Texas, \$105,259.50 and 50% to the City of El Paso, Texas, \$105,259.50. No cash match or in-kind is required.

**BACKGROUND / DISCUSSION:**

The El Paso Police Department (EPPD) is seeking to replace two obsolete Lektriever storage units for mugshot phot negatives. The department is seeking to replace four scanner units that produce electronic image files from paper documents. Replacing old equipment will eliminate risk of imminent catastrophic failure of the existing storage units, which would render the Records Division unable to complete two of the mission essential tasks. In addition, six privacy filters are needed to prevent viewing of CJIS screen content on PCs located in walk ways that receive heavy foot traffic.

**PRIOR COUNCIL ACTION:**

City Council approved the FY2021 JAG grant application on September 15, 2021.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  X  YES   NO

**PRIMARY DEPARTMENT:** Police

**SECONDARY DEPARTMENT:** N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*A/C V. Lorus for Chief Allen 8/26/22*

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

## **RESOLUTION**

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

That the City Manager or Designee be authorized to sign the Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas to submit a joint application to the Department of Justice under the 2022 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of \$210,519.00. The funds received under the JAG program will be allocated 50% to the County of El Paso, Texas, \$105,259.50 and 50% to the City of El Paso, Texas \$105,259.50.

That the City Manager or designee be authorized to sign any grant related paperwork, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the resulting grant. No cash match or in-kind is required.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leaser  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

E. Gutierrez  
Eric Gutierrez  
Assistant City Attorney

APPROVED AS TO CONTENT:

A/C V. Zarur *[Signature]*  
for Gregory K. Allen  
Chief of Police

**INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF EL PASO, TEXAS and THE CITY OF EL PASO, TEXAS  
2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

This Interlocal Agreement ("Agreement"), including Sub-Recipient Policies and Procedures, is entered into by and between the County of El Paso, Texas, acting by and through its governing body, the Commissioner's Court (hereinafter called "COUNTY"), and the City of El Paso, a Texas municipality, acting by and through its governing body, the City Council (hereinafter called "SUB-RECIPIENT"), with the two contracting entities collectively referred to as the "Parties".

**WHEREAS**, the Interlocal Cooperation Act, Sec. 791.001. et seq. Texas Government Code. authorizes local governments to contract with one another to carry out their governmental functions: and

**WHEREAS**, the COUNTY and the SUB-RECIPIENT are local governments as defined in Texas Government Code, have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS**, the COUNTY and the SUB-RECIPIENT agree that it is more efficient, effective, and less costly to submit a joint application for - and administer - funding under the 2022 Edward Byrne Justice Assistance Grant (JAG) Program: Local Solicitation (hereinafter referred to "JAG Local Solicitation Program") for certain criminal justice activities, thereby serving the public: and

**WHEREAS**, the County of El Paso will be the lead participating agency for application and administration of funds for the JAG Local Solicitation Program: and

**WHEREAS**, the COUNTY and SUB-RECIPIENT believe it to be in their interest to allocate the JAG Local Solicitation Program funds in the manner described in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and of other good and valuable consideration, and intending to be bound hereby, the COUNTY and the SUB-RECIPIENT agree as follows:

**Section 1**



The SUB-RECIPIENT and COUNTY agree that the COUNTY will prepare and submit an application for funds under the JAG Local Solicitation Program in the total amount of \$ 210,519.00 for the El Paso, Texas region. The parties agree that the submission of the application will be done after such is reviewed by the SUB-RECIPIENT.

The parties agree that the funds received under the JAG Local Solicitation Program will be allocated as follows:

- Sub-Recipient City of El Paso                      \$ 105,259.50
- County of El Paso    \$ 105,259.50

**EL PASO COUNTY DISBURSEMENT**

El Paso Sheriff's Office:	\$94,733.55
El Paso District Attorney's Office:	\$10,525.95

The parties understand and warrant that this agreement is contingent upon receipt by the County of the funding described above. In the event that the grant award is less than the amount requested, the parties understand and agree that said award be allocated on a percentage basis as follows:

- Sub-Recipient City of El Paso                      50% of total JAG Local Solicitation Program award
- County of El Paso    50% of total JAG Local Solicitation Program award

In no event will the County provide any additional resources to the project beyond those specified under this Agreement.

**Section 2**

The COUNTY agrees to use its share of the funds only for eligible costs under the JAG Local Solicitation Program for the Sheriff's Office and the District Attorney's Office, as more specifically set forth in Attachment A.

The SUB-RECIPIENT agrees that it will use its share of the funds only for eligible costs under the JAG Local Solicitation Program for the El Paso Police Department as more specifically set forth in Attachment A.

The parties agree that the expenditure of funds may be revised by each party without the need to further amend this Agreement so long as the costs are eligible under the JAG Local solicitation Program and approved by the funding source.

The SUB-RECIPIENT agrees it will comply with the provisions of the 2022 Byrne Justice Assistance Grant (JAG) Program and provide to the COUNTY any information that the COUNTY may require to submit reports required under the grant agreement.

Regarding equipment purchased with the JAG Local Solicitation Program funds, the Sub-Recipient agrees to (a) list such equipment in the inventory of their own local government only and (b) report the status of said equipment to the COUNTY through the end of the grant period plus three (3) years as required under the federal guidelines for said funds.

The parties agree that the COUNTY shall have the right to verify the inventory list of said equipment provided by the SUB-RECIPIENT on an annual basis and at a time that is mutually convenient for all parties.

### **Section 3**

This Agreement shall become effective upon COUNTY's acceptance of the JAG Local Solicitation Program grant award and shall remain in effect until the expiration of the grant period. In the event that the FY2022 JAG Local Solicitation Program grant is not awarded, this agreement shall be void.

### **Section 4**

The SUB-RECIPIENT shall submit claims or invoices, bearing their respective agency's letterhead, no later than thirty (30) working days from the last day of the month for which payment is requested. The SUB-RECIPIENT shall account separately for the receipts and expenditures of any and all funds received pursuant to this contract. Each invoice submitted by the SUB-RECIPIENT will be paid within 30 days of receipt by the COUNTY.

### **Section 5**

The SUB-RECIPIENT shall maintain and make available for inspection, audit or reproduction by an authorized representative of El Paso County of the State of Texas, books, documents and other evidence pertaining to the cost and expenses relating to the JAG Local Solicitation Program funds provided under this Agreement. (hereinafter called "Records").

The SUB-RECIPIENT shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted.

The records and documents must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three-year period ends, the SUB-RECIPIENT must keep records and documents for not less than three years or until all litigation, claims or audit finds are resolved.

#### **Section 6**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other parties.

Each party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its right under the applicable statutes. No provision of this Agreement that imposes an obligation or restriction on either party that is not permitted by applicable law shall be enforceable.

#### **Section 7**

The laws of the State of Texas shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and performance under it.

The COUNTY and the SUB-RECIPIENT agree to observe all local, federal and state laws, rules and regulations that in any manner affect or govern the procurement of the goods and services necessary to effectuate this Agreement.

No third party shall obtain a right by virtue of the Parties' execution of this Agreement.

By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set out in this Agreement.

This Agreement shall not create any rights in any party not a signatory hereto.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid if agreed to by the Parties and executed as a written amendment to this Agreement.

If any provision in this Agreement is declared or held invalid, illegal, or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and

enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as this Agreement remains consistent with the Parties' original intent.

This Agreement shall not be construed against any Party because of such Party's involvement in the preparation of this Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGES)

COUNTY OF EL PASO

Ricardo A. Samaniego  
Ricardo A. Samaniego  
County Judge

July 18, 2022  
Date

ATTEST:

Delia Briones  
Delia Briones  
County Clerk

July 19, 2022  
Date

APPROVED AS TO FORM:



Donnie McGilbra  
Donnie McGilbra  
Assistant County Attorney

**SUB-RECIPIENT OF CITY OF EL PASO**

for Eda R. Hefner  
Tomas Gonzalez  
Sub-Recipient  
City Manager

07/28/2022

Date


**ATTEST:**

Laura D. Prine  
City Clerk

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

  
Eric Gutierrez  
Assistant City Attorney

for A/C Victor Larver  
Gregory K. Allen, Chief of Police  
El Paso Police Department  
Sub-Recipient of El Paso, Texas

**ATTACHMENT A  
FY22 JAG BUDGET - EPPD**

**EL PASO POLICE DEPARTMENT**

<b>El Paso Police Department (EPPD)</b>			
<b>QTY</b>	<b>Item Description</b>	<b>Estimated Cost/Unit</b>	<b>Total Cost</b>
2	Lektriers	\$45,667.66	\$91,335.32
4	Scanners	\$3,244.15	\$12,976.60
6	Privacy Filter Screen for 19" Widescreen Monitors	\$157.93	\$947.58
		<b>EPPD SUBTOTAL</b>	<b>\$105,259.50</b>

**EPPD Budget Narrative**

The El Paso Police Department (EPPD) is seeking to replace 2 obsolete Lektriever storage units for mugshot photo negatives. The Dept. is also seeking to replace 4 scanner units that produce electronic image files from paper documents. Replacing old equipment will eliminate risk of imminent catastrophic failure of the existing storage units, which would render the Records Division unable to complete 2 of our mission essential tasks. Privacy Filters to prevent viewing of CJIS screen content on PCs located in walk ways baring heaving foot traffic.

**ATTACHMENT B**  
**FY22 JAG BUDGET – EL PASO COUNTY SHERIF'S OFFICE**

<b>PATROL DIVISION</b>			
<b>Qty.</b>	<b>Item Description</b>	<b>Estimated</b>	<b>Total Cost</b>
25	<p>Tyler E-Ticket Machine w/Printer</p> <p>The Electronic Citation Machine is used by Law Enforcement for capturing, processing, and transmitting data into the public safety and court system. Powered by Brazos, Enforcement</p> <p>Mobile users spend less time on traffic stops, which results in improved safety for officers and the public when on the roadside. This is an advance, flexible mobile solution that Law Enforcement uses to issue citations to citizens.</p>	\$ 3,274.50	\$ 81,862.50
6	Tyler Thermo Paper Roll to fit the E-Ticket Machine for Printer		
<b>MOTOR POOL DIVISION</b>			
2	<p>Autel Maxi Syst Ultra 2022 MSULTRA</p> <p>This System will assist the Autoshop in diagnostic vehicles problems. The MaxiSys Ultra is Autel's most ambitious diagnostics tablet designed to maximize technician intelligence. It features a 12.9-inch touchscreen tablet with Android 7.0 OS powered by an Octa-core processor (2.3GHz Quad + 1.7GHz Quad), substantial 256GB built-in memory, all powering the new split-screen multi-application navigation to provide diagnostic guidance and test components to confirm repairs. Combined with the dynamic topology module mapping, enhanced AutoSCAN features and Intelligent Diagnostics options, the Ultra offers the technicians step-by-step repair guidance. The new MaxiFlash VCMII functions as a 4-channel oscilloscope, waveform generator, multimeter, and CAN-BUS tester. The convenient docking station featured ensures you always have the power to scan. As the top-end diagnostic scanner in 2022, Autel MaxiSys Ultra is</p>	\$ 5,000.00	\$ 10,000.00



1	<p>Quickjack 7000 Series, 7000 Lb Capacity Lift</p> <p>This Lift will assist the Autoshop section in working more efficiently. Reinforced upper frame rails give this lift enough strength to effortlessly raise passenger cars, light-duty trucks, and SUVs. For higher ground-clearance vehicles, don't forget to pick up our truck adapter set. The extra spacers will offer additional lifting height! QuickJack 7000TL is the only portable truck lift capable of getting trucks and SUV tires completely off the</p> <p>ground. With the addition of the optional Light Truck &amp; SUV Adapters, the 7000TL has an incredible 27" lifting height.</p> <p>7000TL is the highly-anticipated sequel to the most popular automotive tool to ever hit the home garage or auto repair shop. With the ability to lift an extra 3 inches, 7000TL portable car lift provides more room to tackle every repair and maintenance task on vehicles, trucks, and SUVs weighing up to 7,000 lbs.</p>	\$ 2,211.00	\$ 2,211.00
<b>Total</b>		<b>\$</b>	<b>94,733.50</b>

**ATTACHMENT C**  
**FY22 JAG BUDGET – EL PASO COUNTY DISTRICT ATTORNEY'S OFFICE**

El Paso District Attorney's Office			
Qty	Item Description	Estimated Cost/Unit	Total Cost
4	Fingerprint Kit Binder	\$ 113.78	\$ 455.12
1	Digital Camera for IDs: Photoless Kodak PIXPRO AZ421 digital camera	\$ 244.95	\$ 244.95
5	9mm box of ammo, to be purchased every year for four years	\$ 34.99	\$ 699.80
5	40 S&W box of ammo, to be purchased every year for four years	\$ 27.99	\$ 559.80
4	Hoppe's 62 piece universal gun cleaning kit	\$ 74.99	\$ 299.96
5	Training registration for TCDAI Investigator School for 5 attendees	\$ 350.00	\$ 1,750.00
5	Lodging for attendess of TCDAI Investigator School for a total of 4 nights for a total of 5 attendees		
5			\$ 2,365.00
1	Car rental for a total of 5 days for use at TCDAI Investigator School	\$ 70.00	\$ 350.00
1	Fuel for rental car for a total of 5 days	\$ 173.82	\$ 173.82
5	Per diem for each attendee of the TCDAI Investigator School \$44.25 first and last day, \$59.00 for 3 days for a total of 5 attendees		
	Total		\$ 10,525.95

**El Paso District Attorney's Office Budget Narrative**

The District Attorney's Office employs twenty-one (21) investigators, and they are their own unit. The investigators are located in different offices of the entire second floor of the County Courthouse, therefore making it difficult to centralize their use of equipment and/or supplies. In addition, the investigators are certified peace officers and must attend yearly weapons certification/training amongst other trainings, such as Investigator School and expert fingerprinting. The DA's office is requesting to equip the team, which is comprised of 21 investigators, with fingerprint kit binders, ammunition, weapon cleaners, a digital camera for ID photos and out of town training

## **ATTACHMENT D**

### **SUBRECIPIENT MONITORING POLICY AND PROCEDURES**

According to 2 CFR 200.330, a subrecipient is an entity that receives a sub-award for the purpose of carrying out a portion of the actual federal award. The requirements for subrecipient monitoring are found under 2 CFR 200.331. El Paso County is responsible for monitoring the programmatic and financial activities of the grant award subrecipients to ensure proper use of federal and state funds. The following policy, roles, and procedures define the responsibilities of the County to ensure that, in addition to achieving performance goals, subrecipients comply with applicable federal and state laws and regulations, and with the provisions of grant award special conditions.

The County being the direct recipient of the federal award is required to provide evidence of due diligence in reviewing the ability of a subrecipient to properly meet the objectives of the sub award and account for the use of the grantor's funds.

The County's responsibilities according to 2 CFR 200.331 include the following:  
The Grants Administration under El Paso County Budget and Fiscal Policy Department is responsible for the submittal of the grant applications to the awarding agencies. They are responsible to collaborate with a subrecipient's application narrative, goals of the subaward, and the subrecipient's grant budget.

Grants Administration needs to ensure that a Memorandum of Understanding or Interlocal Agreement is executed and that every subaward is clearly identified to the subrecipient as a subaward. Required information includes: Federal award identification number, subrecipient name, subrecipients unique entity identifier (DUNS number), Federal award date, subaward period of performance (start and end dates), total amount of grant award, total amount of Federal funds obligated to the subrecipient, Federal award project description as required by the Federal Funding Accountability and Transparency Act (FFATA), name of Federal or State awarding agency, pass-through entity, contact information for awarding official, CFDA number and name. All requirements imposed by the County on the subrecipient are to ensure the Federal or State award is used in accordance with Federal or State Statutes, regulations and the terms and conditions of the award. The subrecipient must allow access to their records and financial statements as needed to ensure compliance.

The County of El Paso's Budget and Fiscal Policy - Grants Administration will monitor and coordinate with the subrecipient to compile and ensure that the programmatic progress reports are submitted on time to the awarding agencies. In addition, Grants Administration will participate in the annual subrecipients monitoring visits.

The Grants Compliance- Reporting - Audit Division (Grants Division) under the Auditor's Office will:

Evaluate each subrecipient's risk of noncompliance with Federal and State statutes, regulations and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring. Evaluation can include reviewing the subrecipient's prior experience with the same or similar awards, results of previous audits which could include the subrecipient's single audit as required by Subpart F of the Uniform Guidance. Based on the review the subrecipient will be determined either low, medium, or high risk. Depending on the risk assessed, the County may decide to perform periodic on-site reviews to ensure compliance with the program requirements and achievement of performance goals that may include the following;

- Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes. Monitoring can include reviewing financial and performance reports and following up on previous deficiencies identified by the pass-through entity during previous audits. This can also include a review of financial policies and procedures and internal controls.
- Verify that every subrecipient is audited as required by Sub-part F- Audit requirements when threshold is exceeded.
- Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the County's own records.
- Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.338 Remedies for noncompliance.
- Compile financial data and submit the required billings, quarterly financial reports and FFATA requirements.

The County will make every effort to ensure the subrecipient's proper use of Federal and State funds. In addition, regular communication with the subrecipient contact person is required. All invoices submitted for reimbursement by the subrecipient will be reviewed. At a minimum, an annual subrecipient site visit will be performed. After the site visit is performed, an official letter detailing the results will be issued to the subrecipient explaining the items that were reviewed and any findings related to the subrecipient compliance.



Legislation Text

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File #: 22-1033, Version: 1

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**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 Victor Zarur, (915) 212-4307

Police, Chief Gregory K. Allen, (915) 212-4305

**AGENDA LANGUAGE:**

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

That the City Manager be authorized to sign a Memorandum of Understanding between the City of El Paso and the El Paso Independent School District (EPISD) relating to the use of off-duty El Paso Police Department (EPPD) officers as school resource officers (SROs) at EPISD campuses.

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

**AGENDA DATE:** August 16, 2022  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** A/C Victor Zarur, 915.212.4307  
Chief G.K. Allen, 915.212.4305

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL #2:** Set the Standard for a Safe and Secure City

**SUBGOAL:** Maintain standing as one of the nation's top safest cities

**SUBJECT:**

That the City Manager be authorized to sign a Memorandum of Understanding between the City of El Paso and the El Paso Independent School District (EPISD) relating to the use of off-duty El Paso Police Department (EPPD) officers as school resource officers (SROs) at EPISD campuses.

**BACKGROUND / DISCUSSION:**

The Memorandum of Understanding allows EPPD Officers to work at EPISD schools in which off-duty EPPD Officers will be hired as SROs to provide law enforcement duties at EPISD Schools and be compensated for their time through a third-party vendor contracted by EPISD for any services rendered.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** \_\_\_\_ YES ☒ NO

**PRIMARY DEPARTMENT:**

**SECONDARY DEPARTMENT:**

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



Assistant Chief Victor Zarur for Chief of Police G.K. Allen

(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 Memorandum of Understanding between the City of El Paso and the El Paso Independent School District relating to the use of off-duty EPPD officers as school resource officers at EPISD campuses.

**ADOPTED this \_\_\_\_\_ day of August, 2022**


### 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:

A/C VICTOR ZARUR #1515   
*For* Gregory Allen, Chief  
City of El Paso Police Department

STATE OF TEXAS  
COUNTY OF EL PASO

§  
§  
§

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the City of El Paso, El Paso Police Department, hereinafter referred to as "EPPD" and the El Paso Independent School District, hereinafter referred to as "EPISD," on this \_\_\_\_ day of August, 2022.

## WITNESSETH

**WHEREAS**, EPPD and the EPISD desire to enter into agreement in which off-duty City of El Paso, El Paso Police Department police officers, hereinafter called school resource officers "SROs", will provide law enforcement duties at EPISD schools and be compensated for their time. The SROs will work under the terms and conditions as defined by this MOU; and

**WHEREAS**, the Board of Trustees of EPISD may enter into a memorandum of understanding with a local law enforcement agency for the provision of SROs to carry out Texas Education Code Chapter 37, Subchapter C (Law and Order); and

**WHEREAS**, pursuant to Texas Education Code 37.081 (a) the jurisdiction of SROs shall be determined by the Board of Trustees of EPISD when it enters a memorandum of understanding for the provision of SROs; and

**WHEREAS**, persons authorized by the Board of Trustees of EPISD to carry a weapon must be commissioned peace officers pursuant to Texas Education Code 37.081(a); and

**WHEREAS**, pursuant to Texas Occupations Code 1701.601, a SRO is a peace officer who is assigned by the officer's employing political subdivision to provide a police presence at a public school, safety or drug education to students of a public school, other similar services; and

**WHEREAS**, a peace officer who is a visiting school resource officer in a public school must be licensed as provided by Texas Occupations Code Chapter 1701; and

**WHEREAS**, the Texas Occupations Code 1701.603 requires that a peace officer who is a visiting SRO in a public elementary school shall at least once each school year offer to provide instruction to students in a firearms accident prevention program, as determined by EPISD; and

**WHEREAS**, both parties signed this MOU to establish the terms and conditions of the assignment of SROs. The terms of the assignment are outlined below; and

**NOW THEREFORE**, the EPPD and the EPISD hereby mutually agree as follows:

### 1. COMPENSATION:

- a. Pursuant to EPPD off-duty protocols, SROs will be compensated through a third-party vendor contracted by EPISD for any services rendered.



- b. The hourly rate for the services of the SROs will be the minimum as described in the EPMPOA correspondence dated May 1, 2021 (attached), subject to change upon Association review.

## 2. SCHEDULING:

- a. SROs will not be eligible to provide services for more than 25 hours per week and EPISD agrees not to schedule SROs to work more than 25 hours per week.
- b. Work Days: Monday through Friday.
- c. Times: To be determined according to campus assignments.

## 3. MISSION:

SROs will provide law enforcement services at EPISD schools to include, but not limited to providing a law enforcement presence, security duties, and perimeter checks throughout the campuses.

## 4. EPPD RESERVATIONS:

- a. EPPD officers' availability and scheduling is ultimately at EPPD's discretion.
- b. This voluntary agreement will not interfere with any EPPD officer's duty and full-time, primary employment with the City of El Paso.

## 5. EPISD RESERVATIONS:

- a. EPISD shall have the right to not hire SROs at its discretion
- b. EPISD shall have the right to dismiss SROs at its discretion.
- c. SROs will be tasked only with duties related to law enforcement intervention and not with behavioral or administrative duties.

## 6. JURISDICTION, TRAINING, AND DUTIES:

- a. The jurisdiction of the SROs will be to provide law enforcement services at EPISD schools at the direction of the EPISD Chief of Police Services or designee.
- b. SROs shall be assigned and directed by the EPISD Chief of Police Services or designee while providing services to EPISD. However, EPPD Policies and Procedures shall supersede any conflicting EPISD direction.
- c. SROs must be commissioned peace officers pursuant to Texas Education Code 37.081(a) to carry a weapon.
- d. SROs shall perform law enforcement duties for EPISD which includes protecting the safety and welfare of any person in the jurisdiction of the SRO and the property of EPISD.
- e. SROs will provide a law enforcement presence, security duties, and conduct perimeter checks throughout the campuses.
- f. SROs will be dressed in EPPD uniforms as approved by EPPD.
- g. SROs shall successfully complete an active shooter response training program approved by the Texas Commission on Law Enforcement (TCOLE).
- h. SROs providing law enforcement services at EPISD must obtain a school-based law enforcement proficiency certificate within 180 days of the officer's placement in the

district or campus of the district pursuant to 37 TAC 218.3(d)(5) and Texas Occupations Code 1701.263(b).

- i. SROs will familiarize themselves with Texas Education Code Chapter 37 (Section 37.144), relating to the issuance of citations on school campuses.
- j. SROs will work with respective campus administration to ensure all campus perimeter doors are unobstructed, closed, and locked; each campus will access to a Master Key.
- k. SROs will assist EPISD with drills, including lockdown, fire and shelter-in-place drills.
- l. SROs shall at least once each school year offer to provide instruction to students in a firearms accident prevention program, as determined by EPISD.

7. COORDINATION:

EPISD shall hire an EPPD Sergeant (SRO Sergeant/off duty or extra duty daily) at the rates established in paragraph 1.b. of this MOU. The SRO Sergeant shall be available to the SRO officers in the form of assistance, or when required by EPPD Policy and Procedures to be summoned. The Sergeant will be available for carrying out administrative duties associated with the EPPD SROs at EPISD campuses, to include random audits of their attendance and responsibilities at the campuses.

8. COMMUNICATION:

EPPD fully understands that the ability to communicate with SROs is a critical component of the program. Therefore, EPPD agrees to allow SROs to carry city radios during their service to EPISD. SROs will use city radios to call out to EPPD current campus or location, as appropriate.

9. 911 UTILIZATION:

Nothing in this MOU shall limit or eliminate the need to utilize the 911 reporting system, or the use of other certified peace officers to handle or supplement calls for service. Use of the 911 reporting system is encouraged for priority calls.

10. TERM:

The term of this MOU is from the date of the agreement approved by these parties on August \_\_\_\_, 2022. This MOU shall be binding indefinitely or until EPPD or EPISD chooses to terminate the MOU. In the event either party wishes to terminate this agreement, thirty (30) days' notice shall be given to the EPISD by EPPD. Notwithstanding the term of this MOU, this MOU shall be reviewed on an annual basis by both parties.

11. LAWS GOVERNING AGREEMENT:

For purposes of determining the place of the agreement and the law governing same, it is agreed that this MOU is entered into and in the City and County of El Paso, Texas and shall be governed by the laws of the State of Texas.

12. RESERVATION OF RIGHTS, IMMUNITY AND GOVERNMENTAL FUNCTION

The Parties agree that the performance of this MOU is for the purpose of performing governmental functions and that, in all things related to this MOU, parties are performing governmental functions as defined by the Texas Tort Claims Act. Nothing herein or in the performance of this MOU shall be construed as a waiver of sovereign/governmental immunity or similar rights and does not waive immunity under Texas Education Code, including section 37.087. Parties agree that neither party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this MOU that imposes an obligation or restriction on EPISD or EPPD not permitted by applicable law shall be enforceable.

### 13. NOTICE TO PARTIES:

Any notice required by this MOU shall be given by prepaid first-class certified mail, return receipt requested to:

EPISD at:

Superintendent  
El Paso Independent School District  
1014 N. Stanton  
El Paso, Texas 79902

City at:

Chief of Police  
El Paso Police Department  
911 N. Raynor  
El Paso, Texas 79903

or such other address as later provided by a party through written notice to the other party.

### 14. ENTIRE AGREEMENT:

This MOU constitutes and expresses the entire agreement of the parties hereto in reference to service to be provided and the payment for such services, and in reference to any of the matters or things herein provided for, all promises, representations, and understandings relative thereto are herein merged. This MOU may be amended upon mutual consent of the parties.

*[Signatures on the following page]*

Dated this \_\_\_\_ day of August, 2022.

**SIGNED AND AGREED:**

**CITY OF EL PASO:**

\_\_\_\_\_  
Tommy Gonzalez  
City Manager

**APPROVED AS TO FORM:**



Eric Gutierrez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

A/C VICTOR ZARUR #1515 

For Greg Allen, Police Chief  
El Paso Police Department

**SIGNED AND AGREED:**

**EL PASO INDEPENDENT SCHOOL DISTRICT:**

\_\_\_\_\_  
Diana Sayavedra  
Superintendent

**APPROVED AS TO FORM:**



Jeanne C. Collins  
General Counsel  
El Paso Independent School District

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Manuel Chavira, Chief of Police Services  
El Paso Independent School District



## **El Paso Municipal Police Officers' Association**

747 E. San Antonio Ave., Suite 103, El Paso, TX 79901

(915) 544-4792



To Whom It May Concern:

Effective May 1, 2021, the minimum pay scale for extra employment in a police officer capacity will be \$40/hour.

Michael J. Short  
E.P.M.P.O.A. President



Legislation Text

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File #: 22-1012, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

**All Districts**

Environmental Services, Ellen A. Smyth, (915) 212-6000

**AGENDA LANGUAGE:**

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

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

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

**AGENDA DATE:** August 16, 2022  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Ellen A. Smyth, P.E., Managing Director (915) 212-6000

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 3 – Promote the Visual Image of El Paso

**SUBGOAL:**

**SUBJECT:**

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

**BACKGROUND / DISCUSSION:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Environmental Services Department

**SECONDARY DEPARTMENT:**

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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

**ATTACHMENT A**  
**SOLID WASTE LIENS**  
**August 16, 2022**

<b>Address</b>	<b>Owner of Record</b>	<b>Amount</b>	<b>District</b>
6046 Oleaster Dr	Roberts Daniel O	\$628.88	1
209 Hardesty Pl	Rodarte Manuela O	\$397.00	2
3624 Hayes Ave	Lopez Gloria	\$326.00	2
3700 Keltner Ave	Dominguez Leo G	\$326.00	2
6708 Esteban Ln	Hernandez Marcos E	\$353.00	2
8635 Dyer St	Trien John H	\$330.50	2
252 S Glenwood St	De Avila Manuel III	\$333.50	2
3325 Taylor Ave	Minjares Alfredo A	\$502.00	2
3805 Bliss Ave	Miranda Ralph	\$798.00	2
5001 Bragg Ave	Triolo Anita & Benjamin	\$363.00	2
225 Papaya St	Morado Jesus M	\$398.50	3
7736 Phoenix Ave	Burns W H & Martha J	\$347.50	3
11254 Montana Ave	Ep Pars LLC	\$608.38	3
227 Barker Rd	Villegas Joaquin	\$618.00	3
10948 Montana Ave	Lamina Investments LLC	\$595.50	3
5645 Edinburg Dr	Hullander Gayle A	\$1,382.00	4
10501 Silvercloud Dr	Kester Melanie L	\$327.50	4
10939 Road Runner St	Moore Dorothy J	\$326.00	4
PID #M425-999-0320-0050	Direct Home Sales Inc	\$824.00	4
5820 Dearborne Dr	Wood Daniel M	\$391.00	4
4939 Marie Tobin Dr	Trex Re LLC	\$329.00	4



9459 Dyer St	McDonalds Real Estate Company	\$412.00	4
4909 Round Rock Dr	Montague Socorro	\$443.70	4
3857 Loma Cortez Dr	Jinks Chad M Jr & Gretsky Emily E	\$315.00	5
14741 Tierra Isaiah Ave	Cuartes Investments LLC	\$336.43	5
3229 Christian Cunningham Ave	Ep Roselin Bel Holding LP & Rono Family Holding LP	\$281.00	5
PID #T289-999-0010-0110	Kamyabi LLC	\$1,127.50	6
8010 North Loop Dr	Ortiz Eulogio & Angel	\$317.50	7
PID #Y848-999-0000-1550	Barragan Jose D J & Sylvia	\$609.00	7
8125 Starr Ave	Sagastume Rene O	\$333.50	7
PID #R843-999-0050-2300	Knapp Daniel T	\$312.00	8
3411 Frutas Ave	Ortequi Enterprises Ltd	\$409.50	8
208 Fountain Rd	Prell Robert A	\$339.43	8
520 S Walnut St	9108 Mount Shasta LLC	\$395.50	8
3030 Pera Ave	Palma Gloria E	\$333.50	8

## **RESOLUTION**

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

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

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

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

6046 Oleaster Dr, more particularly described as Lot 9 (Exc Sely Tria) & Nwly Tria Of 8 (12.50' On Wly- 39.82' On Nly- 35.10' On Sly) & Sly 101.65' Of 10, Block 9, Green Acres Subdivision, City of El Paso, El Paso County, Texas, PID #G688-999-0009-0200

to be \$628.88, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of June, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED TWENTY EIGHT AND 88/100 DOLLARS (\$628.88) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

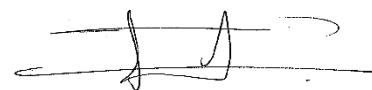
CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor

ATTEST:

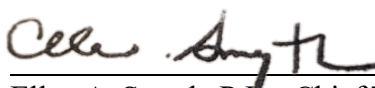
\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Juan C. Solano  
Assistant City Attorney

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

209 Hardesty Pl, more particularly described as Lots 20 To 22,  
Block 2, Orchard Park Subdivision, City of El Paso, El Paso County,  
Texas, PID #O263-999-0020-5000

to be \$397.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of May, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY SEVEN AND 00/100 DOLLARS (\$397.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

3624 Hayes Ave, more particularly described as Lot 16 & W 1/2 Of  
15 (4500 Sq Ft), Block 126, Morningside Heights Subdivision, City  
of El Paso, El Paso County, Texas, PID #M794-999-1260-5500

to be \$326.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of May, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SIX AND 00/100 DOLLARS (\$326.00) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

3700 Keltner Ave, more particularly described as Lots 9 & 10 & W  
2.89 Ft Of 11 (6706.80 Sq Ft), Block 73-A, Logan Heights  
Subdivision, City of El Paso, El Paso County, Texas, PID #L447-  
999-073A-4200

to be \$326.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of May, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SIX AND 00/100 DOLLARS (\$326.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser  
Mayor

ATTEST:

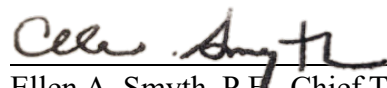
\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

6708 Esteban Ln, more particularly described as Lots 3 To 6 (12000 Sq Ft), Block 7, Sambrano Subdivision, City of El Paso, El Paso County, Texas, PID #S052-999-0070-1000

to be \$353.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of May, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY THREE AND 00/100 DOLLARS (\$353.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

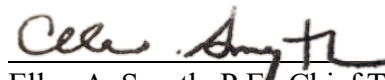
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Juan C. Solano  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

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

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

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

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

8635 Dyer St, more particularly described as Lots 9 To 11 & Pt Of  
12 (34.63' On W- 120.00' On N-28.63' On E-Irreg On S) & Adj 10'  
Of Closed Alley, Block 1, Del Norte Acres Subdivision, City of El  
Paso, El Paso County, Texas, PID #D361-999-0010-1100

to be \$330.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of June, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY AND 50/100 DOLLARS (\$330.50) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

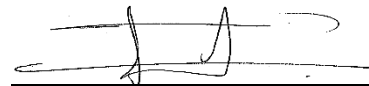
CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor

ATTEST:

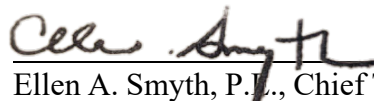
\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  


Juan C. Solano  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

252 S Glenwood St, more particularly described as N 50.70 Ft Of  
W 120 Ft Of 17 (6084.00 Sq Ft), Block 6, Alameda Acres  
Subdivision, City of El Paso, El Paso County, Texas, PID #A438-  
999-0060-3360

to be \$333.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of July, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY THREE AND 50/100 DOLLARS (\$333.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

3325 Taylor Ave, more particularly described as Lots 9 & 10 (6000 Sq Ft), Block 88, Morningside Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M794-999-0880-1700

to be \$502.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of July, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED TWO AND 00/100 DOLLARS (\$502.00) to be a lien on the above described property, said amount being due and payable within ten (10) days

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

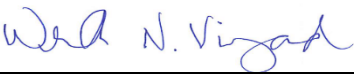
CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

3805 Bliss Ave, more particularly described as Lot 36 & W 5 Ft Od  
35 & E 10 Ft Of 37, Block L, Hague Subdivision, City of El Paso,  
El Paso County, Texas, PID #H087-999-000L-6900

to be \$798.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of July, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED NINETY EIGHT AND 00/100 DOLLARS (\$798.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor

ATTEST:


\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

5001 Bragg Ave, more particularly described as Lot 750 (6900 Sq Ft), Block 27, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0270-0100

to be \$363.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of July, 202021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY THREE AND 00/100 DOLLARS (\$363.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

225 Papaya St, more particularly described as Lot 35, Block 27,  
Cedar Grove Park Replat Subdivision, City of El Paso, El Paso  
County, Texas, PID #C301-999-0270-6900

to be \$398.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of July, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY EIGHT AND 50/100 DOLLARS (\$398.50) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

7736 Phoenix Ave, more particularly described as Lot 6, Block 6,  
Ranchland Hills Subdivision, City of El Paso, El Paso County,  
Texas, PID #R200-999-0060-1600

to be \$347.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of April, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SEVEN AND 50/100 DOLLARS (\$347.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

11254 Montana Ave, more particularly described as Lot 3, Block 1,  
Pars Commercial Village Replat A Subdivision, City of El Paso, El  
Paso County, Texas, PID #P518-999-0010-0300

to be \$608.38, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of May, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED EIGHT AND 38/100 DOLLARS (\$608.38) to be a lien on the above described property, said amount being due and payable within ten (10) days

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

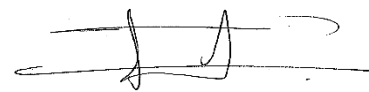
CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor

ATTEST:

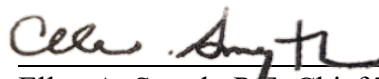
\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  


Juan C. Solano  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  


Ellen A. Smyth, P.E. Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

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

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

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

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

227 Barker Rd, more particularly described as Lots 5-B (2.0971 Ac)  
& 6-K (0.922 Ac) (3.0191 Ac), Block 23, Ysleta Subdivision, City  
of El Paso, El Paso County, Texas, PID #Y805-999-023A-0502

to be \$618.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of June, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED EIGHTEEN AND 00/100 DOLLARS (\$618.00) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor

ATTEST:

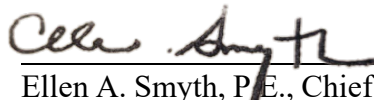
\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

10948 Montana Ave, more particularly described as Tr 1-A (2.6129 Ac), Block 80, TSP 2 SEC 36 T & P SRUV Subdivision, City of El Paso, El Paso County, Texas, PID #X580-999-236A-0100

to be \$595.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of April, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED NINETY FIVE AND 50/100 DOLLARS (\$595.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

5645 Edinburg Dr, more particularly described as Lot 9 (6549.64 Sq Ft), Block 96, Sun Valley #9 Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-0960-1700

to be \$1382.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of April, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND THREE HUNDRED EIGHTY TWO AND 00/100 DOLLARS (\$1382.00) to be a lien on the above described property, said amount being due

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

10501 Silvercloud Dr, more particularly described as Lot 20  
(5967.72 Sq Ft), Block 4, Summerlin Subdivision, City of El Paso,  
El Paso County, Texas, PID #S782-999-0040-2000

to be \$327.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of May, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SEVEN AND 50/100 DOLLARS (\$327.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor

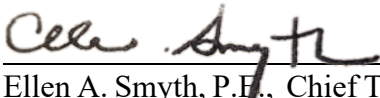
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

10939 Road Runner St, more particularly described as Lot 41  
(4676.00 Sq Ft) 1997 Palm Harbor 16X65 Serial # PH0512822,  
Block 1, Desert View Mobile Home Subdivision, City of El Paso,  
El Paso County, Texas, PID #D466-999-0010-8100

to be \$326.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of May, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SIX AND 00/100 DOLLARS (\$326.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

Lots 1 To 5 & 18 To 22 & Pt Of N 40 Ft Of Chateau St Clsd  
(88664.00 Sq/Ft), Block 32, Milagro Hills #4 Subdivision, City of  
El Paso, El Paso County, Texas, PID #M425-999-0320-0050

to be \$824.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of April, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED TWENTY FOUR AND 00/100 DOLLARS (\$824.00) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

\_\_\_\_\_  
Notary Public, State of Texas

Notary's Printed or Typed Name:  
  
\_\_\_\_\_

My Commission Expires:  
  
\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

5820 Dearborne Dr, more particularly described as Lot 6, Block  
119, Sun Valley #11 Subdivision, City of El Paso, El Paso County,  
Texas, PID #S816-999-1190-8600

to be \$391.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of June, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY ONE AND 00/100 DOLLARS (\$391.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor

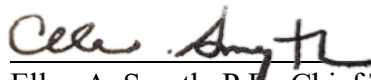
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Juan C. Solano  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

4939 Marie Tobin Dr, more particularly described as Lot 9, Block  
2, Bellevue Village Subdivision, City of El Paso, El Paso County,  
Texas, PID #B348-999-0020-2700

to be \$329.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of July, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY NINE AND 00/100 DOLLARS (\$329.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor

ATTEST:


\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

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

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

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

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

9459 Dyer St, more particularly described as Lot 2, Block 1,  
Northgate McDonalds Subdivision, City of El Paso, El Paso  
County, Texas, PID #N582-999-0010-0200

to be \$412.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of May, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWELVE AND 00/100 DOLLARS (\$412.00) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

4909 Round Rock Dr, more particularly described as Lot 29 & W 3  
Ft Of 28 (6732.00 Sq Ft), Block 13, Pleasant Hills Subdivision, City  
of El Paso, El Paso County, Texas, PID #P863-999-0130-5700

to be \$443.70, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of August, 2019, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY THREE AND 70/100 DOLLARS (\$443.70) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor

ATTEST:

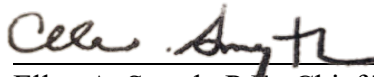
\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

3857 Loma Cortez Dr, more particularly described as Lot 25, Block  
16, Lomas Del Este Subdivision, City of El Paso, El Paso County,  
Texas, PID #L620-999-0160-2500

to be \$315.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of May, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTEEN AND 00/100 DOLLARS (\$315.00) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor

ATTEST:

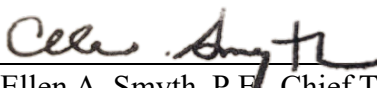
\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

14741 Tierra Isaiah Ave, more particularly described as Lot 1, Block  
525, Tierra Del Este #81B Subdivision, City of El Paso, El Paso  
County, Texas, PID #T287-999-5250-0100

to be \$336.43, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of May, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SIX AND 43/100 DOLLARS (\$336.43) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

3229 Christian Cunningham Ave, more particularly described as Lot 1, Block 344, Tierra Del Este #67 Subdivision, City of El Paso, El Paso County, Texas, PID #T287-999-3440-0100

to be \$281.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of June, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO HUNDRED EIGHTY ONE AND 00/100 DOLLARS (\$281.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

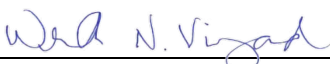
CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

Nely Pt Of 1 Beg 172.08 Ft Sw Of Nec (485.88 Ft On E-252.08 Ft  
On S-558.50 Ft On W-259.73 On N) (133635.00 Sq Ft), Block 1,  
Tierra De Mi Padre Subdivision, City of El Paso, El Paso County,  
Texas, PID #T289-999-0010-0110

to be \$1127.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of May, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND ONE HUNDRED TWENTY SEVEN AND 50/100 DOLLARS (\$1127.50) to be a lien on the above described property, said amount being due



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

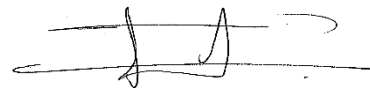
CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor

ATTEST:


\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  


Juan C. Solano  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

\_\_\_\_\_  
Notary Public, State of Texas

Notary's Printed or Typed Name:  
\_\_\_\_\_

My Commission Expires:  
  
\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

8010 North Loop Dr, more particularly described as Lots 1-A & 1-B Of Tr 13 (Exc Nely Pts & Sely 5 Ft Of 1-B) (75972.76 Sq Ft), Lafayette Subdivision, City of El Paso, El Paso County, Texas, PID #L122-999-0010-3900

to be \$317.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 20th day of May, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTEEN AND 50/100 DOLLARS (\$317.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

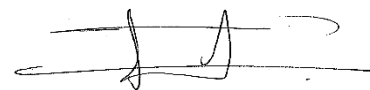
CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser  
Mayor

ATTEST:

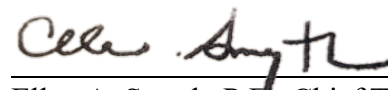
\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  


Juan C. Solano  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  


Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

0 BILLY THE KID ST more particularly described as YSLETA INDUSTRIAL DIST #2 RPL PT OF NW COR (BEG 190 FT S & 150.03 FT E OF NW COR) (49962.88 SQ FT), Subdivision, City of El Paso, El Paso County, Texas, PID #Y848-999-0000-1550

to be \$609.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of May, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED NINE AND 00/100 DOLLARS (\$609.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:


\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

\_\_\_\_\_  
Notary Public, State of Texas

Notary's Printed or Typed Name:  
\_\_\_\_\_

My Commission Expires:  
  
\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

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

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

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

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

8125 Starr Ave, more particularly described as Lot W 89.8 Ft Of 44,  
Cinecue Park Subdivision, City of El Paso, El Paso County, Texas,  
PID #C572-999-0010-0440

to be \$333.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of April, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY THREE AND 50/100 DOLLARS (\$333.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor

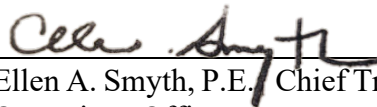
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

Lots 5 & 6, Block 5, Rosemont Subdivision, City of El Paso, El Paso  
County, Texas, PID #R843-999-0050-2300

to be \$312.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of June, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWELVE AND 00/100 DOLLARS (\$312.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Juan C. Solano  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

\_\_\_\_\_  
Notary Public, State of Texas

Notary's Printed or Typed Name:  
  
\_\_\_\_\_

My Commission Expires:  
  
\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

3411 Frutas Ave, more particularly described as Lots 6 To 11 (2100 Sq Ft), Block 27, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0270-2100

to be \$409.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26th day of May, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINE AND 50/100 DOLLARS (\$409.50) to be a lien on the above described property, said amount being due and payable within ten (10) days

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

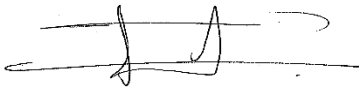
CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor

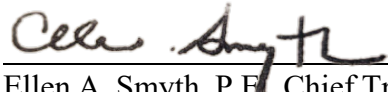
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Juan C. Solano  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

208 Fountain Rd, more particularly described as Lot 26 (10441.75 Sq Ft), Block 4, Coronado Country Club Foothills Subdivision, City of El Paso, El Paso County, Texas, PID #C809-999-0040-5100

to be \$339.43, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 20th day of July, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY NINE AND 43/100 DOLLARS (\$339.43) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, 9108 MOUNT SHASTA LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

520 S Walnut St, more particularly described as Lot 112 & 113  
(4480 Sq Ft), Block 1, Bischoff Subdivision, City of El Paso, El  
Paso County, Texas, PID #B497-999-0010-8100

to be \$395.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of July, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY FIVE AND 50/100 DOLLARS (\$395.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E.,  
Chief Transit and Field Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

3030 Pera Ave, more particularly described as Lots 17 & 18 (7000 Sq Ft), Block 2, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0020-3700

to be \$333.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of July, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY THREE AND 50/100 DOLLARS (\$333.50) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Chief Transit and Field  
Operations Officer  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



Legislation Text

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File #: 22-1020, Version: 1

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**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, Mary Lou Espinoza, (915) 867-2629

**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager to sign a Lease Agreement by and between the CITY OF EL PASO ("Landlord") and WATERMILL EXPRESS, LLC. ("Tenant") for use of the property known as 8824 Alameda Ave., El Paso, Texas for an initial term of five (5) years with two (2) renewal terms of five (5) years each.

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

**AGENDA DATE:** August 16, 2022  
**PUBLIC HEARING DATE:** August 16, 2022

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Mary Lou Espinoza, Capital Assets Manager,  
(915) 867-2629

**DISTRICT(S) AFFECTED:** ALL

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

**SUBGOAL:** No. 6.6: Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

**SUBJECT:**

A resolution authorizing the City Manager to sign a Lease Agreement by and between the CITY OF EL PASO ("Landlord") and WATERMILL EXPRESS, LLC. ("Tenant") for use of the property known as 8824 Alameda Ave., El Paso, Texas for an initial term of five (5) years with two (2) renewal terms of five (5) years each.

**BACKGROUND / DISCUSSION:**

The City of El Paso desires to enter into a new lease agreement with WATERMILL EXPRESS, LLC to lease the property located at 8824 Alameda Ave with a base rent of \$9,000 annually with a two (2) percent annual increase.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** \_\_\_ YES   x   NO

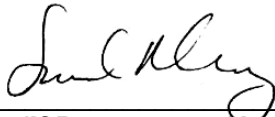
**PRIMARY DEPARTMENT:** N/A

**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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(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 Lease Agreement by and between the **CITY OF EL PASO** (“Landlord”) and **WATERMILL EXPRESS, LLC.** (“Tenant”) for use of the property known as 8824 Alameda Ave., El Paso, Texas for an initial term of five (5) years with two (2) renewal terms of five (5) years each.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

### CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor

### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

### APPROVED AS TO CONTENT

\_\_\_\_\_  
Mary Lou Espinoza, Capital Assets Mgr.  
Capital Improvement District

# LEASE AGREEMENT

Tenant agrees that the Premises is suitable for the Tenant's Purpose. Landlord 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. Tenant accepts the Premises and its surroundings "as is", including any improvements made by the Landlord, if any, with all faults, relying on the Tenant's own inspection and judgment and not in reliance on any representations of the Landlord. Landlord assumes no responsibility as to the condition of the Premises and assumes no responsibility for the maintenance, upkeep, or repair necessary to keep the premises in a safe and serviceable condition.

## **SECTION 2. TERM.**

- A. **INITIAL TERM.** The initial term of this Agreement is five (5) years commencing on the Effective Date ("**Initial Term**").
- B. **RENEWAL.** The Tenant may extend the Initial Term of this Agreement for 2 periods of 5 years ("**Renewal Period**") by the mutual agreement of both parties. If the Tenant wishes to extend the Term of this Agreement, then the Tenant will notify the Landlord in writing that the Tenant wishes to extend the term at least 180 days before the expiration of the previous term. Any Renewal Period shall be subject to the provisions of this Agreement.

## **SECTION 3. RENTAL RATES OF LEASED PREMISES.**

- A. **BASE RENTAL FEE.** Subject to the periodic increases outlined below, the Tenant will pay a monthly base rent of \$750.00 ("**Base Rental Fee**") every month during the term of this Agreement. The Tenant will pay the Landlord the Base Rental Fee no later than the first (1<sup>st</sup>) of every calendar month. The Base Rental Fee will be paid to the Landlord in the form of an ACH payment or check. If the Initial Term begins or ends on a day that is neither the first or the last day of the month, then the Base Rental Fee for that month will be prorated.
- B. **BASE RENTAL FEE ADJUSTMENT.** The Base Rental Fee will automatically increase by 2% every year after the Effective Date during the Initial Term and any Renewal Periods exercised by the Tenant. The Tenant is responsible for paying the Base Rental Fee increase regardless of whether the Landlord notifies the Tenant of the increase.
- C. **HOLDOVER.** If there is any holdover of the Premises by the Tenant at the expiration of this Agreement, then this Agreement will function as a month-to-month tenancy. During any holdover, the Tenant will pay the Landlord one and a half times the amount of the most recent Base Rental Fee. The Tenant will be liable to the Landlord for any loss or damage caused by the Tenant's holdover of the Premises. The Landlord may retake possession of the Premises during any holdover after providing a 30-day notice of such to the Tenant. The terms of this Agreement shall apply during any holdover period, including the Base

Rental Fee Adjustment provision above. The Tenant will not construe action or lack thereof on the part of the Landlord as waiver of the right of the Landlord to retake the possession of the Premises or as a reinstatement or extension of this Agreement.

- D. **UNPAID BASE RENTAL FEE.** Any Base Rental Fee, or any other fees or charges accruing under this Agreement, that are not received by Landlord by the tenth (10<sup>th</sup>) day of the month in which payment is due, shall bear interest from the date such Base Rental Fee 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.
- E. **SECURITY DEPOSIT.** To secure Tenant's performance under this Agreement, prior to or on the Effective Date, the Tenant will pay to Landlord a security deposit in the amount equivalent to three (3) months' rent, in the form of an irrevocable letter of credit ("**Security Deposit**"). The Security Deposit will be held for the duration of the Initial Term, and any Renewal Period. If the Base Rental Fee, or any other fees or charges accruing under this Agreement, are not paid in accordance with this Agreement, then Landlord may utilize the Security Deposit for any outstanding rent and fees. The Landlord will hold such Security Deposit until the end of the Initial Term and any Renewal Period. The Landlord will return the Security Deposit, minus any amounts owed by the Tenant to the Landlord at the termination of this Agreement. Tenant remains responsible for any amounts owed to the Landlord not covered by the Security Deposit.
- F. **NET LEASE.** This lease is an absolute net lease. Tenant will pay all expenses of every kind and nature whatsoever relating to or arising from the Premises; including any property taxes and other assessments of any kind on the Premises and/or improvements on the Premises and all expenses arising from the leasing, operation, management, construction, maintenance, repair, use, and occupancy of the Premises, except as otherwise expressly provided in this Lease. Notwithstanding the foregoing, Landlord agrees to pay the following expenses: (a) any expenses expressly agreed to be paid by Landlord in this Lease; (b) expenses incurred by Landlord to monitor and administer this Lease; (c) expenses incurred by Landlord prior to the Effective Date; and (d) expenses that are personal to Landlord.

#### **SECTION 4. OPERATION AND OPERATION COSTS FOR COMMON AREAS.**

- A. The Landlord will operate and maintain all Common Areas and Building. In addition to the Base Rental Fee, the Tenant will pay a share of the expenses for the maintenance of the Common Areas ("**Operation Cost**"). The Tenant will pay the Operation Cost in monthly installments of \$4.17 due at the same time and in the same manner as the Base Rental Fee. If the Initial Term begins or ends on a day that is neither for first or the last day of the month, the Operational Cost for that month will be prorated.



- B. The Tenant is responsible for the costs of repairs for any damages to the Common Areas caused by the Tenant or the Tenant's employees, contractors, agents, invitees, and/or licensees. If the Landlord discovers any damage to the Common Areas caused by the Tenant or the Tenant's employees, contractors, agents, invitees, and/or licensees, then the Landlord will send an invoice for the costs or repairs to the Tenant. The Tenant will pay an invoice from the Landlord regarding repairs to the Common Areas within 30 calendar days of receiving such invoice. The Landlord is responsible for performing all repairs to the Common Areas.
- C. UNPAID OPERATION COST. If there are any unpaid Operation Cost by the Tenant, the unpaid Operation Cost will be handled in the same manner as any unpaid Base Rental Fee as outlined in this Agreement.

## **SECTION 5. LANDLORD'S OBLIGATIONS, RIGHTS, AND WARRANTIES REGARDING THE PREMISES.**

- A. OBLIGATIONS. Dependent upon the Tenant fulfilling its obligations under this Agreement, the Landlord will provide the following regarding the Premises:
1. Intentionally deleted;
  2. Access to the Premises;
  3. Connection points for water, sewer, and electrical.
- B. Intentionally deleted.
- C. Intentionally deleted.
- D. RIGHTS.
1. The Landlord reserves the right to enter the Premises to inspect the condition of the Premises, perform any maintenance or repairs under this Agreement, and/or show the Premises to prospective tenants. Prior to entering the Premises, the Landlord will provide the Tenant with 24 hours notice. The exercise of Landlord's right to enter the Premises for the purposes under this Section do not constitute an eviction or disturbance of the Tenant's rights under this Agreement.
  2. The Landlord may allow the Tenant and the Tenant's employees, agents, and contractors access to the Premises before the Effective Date of this Agreement to allow the Tenant make the Premises ready for Tenant occupancy. If the Landlord permits the Tenant or the Tenant's employees, agents, or contractors access to the Premises before

the Effective Date of this Agreement, then the Tenant and the Tenant's employees, agents, and contractors will not interfere with the activities in the Building of the Landlord or other occupants in the Building. The Landlord may withdraw the early access permission granted to the Tenant and the Tenant's employees, agents, and contractors with 24 hours prior notice.

3. The Landlord is not responsible for making any improvement to the Premises before Tenant occupancy at the Effective Date of this Agreement.
4. Tenant agrees that in the event all or substantially all of its assets be placed in the hands of a receiver or trustee, and in the event such receivership or trusteeship continue for a period of ten (10) days, or should Tenant make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or should Tenant institute any proceedings under any state or federal bankruptcy act wherein Tenant seeks to be adjudicated a bankrupt, or seeks to be discharged of its debts, or should any voluntary proceeding be filed against such Tenant under such bankruptcy laws and Tenant consents thereto or acquiesces therein by pleading or default, then this lease or any interest in and to the demised premises shall not become an asset in any such proceedings and, in any of such events and in addition to any and all rights or remedies of Landlord hereunder or as provided by law, it shall be lawful for Landlord at his option to declare the term hereof ended and to re-enter the demised premises and take possession thereof and remove all persons therefrom and Tenant shall have no further claim, therein or hereunder. This provision shall be binding upon all of Tenant's heirs, assigns and other successors in interest.

#### E. WARRANTIES.

1. Provided that the Tenant performs all obligations under this Agreement, the Landlord warrants that the Tenant may have quiet enjoyment of the Premises.
2. The Landlord makes no warranties to the Tenant regarding the condition of the Premises or the suitability of the Premises for use as intended by the Tenant. This disclaimer of warranty applies, but is not limited to, any issues of zoning and platting. It is up to the Tenant to verify that all zoning and platting requirements needed to use the Premises for the Purpose stated in this Agreement are in place.

### **SECTION 6. TENANT'S RIGHTS AND OBLIGATIONS REGARDING THE PREMISES.**

#### A. OBLIGATIONS. The Tenant will abide by all of the following:

1. Pay all ad valorem taxes on all improvements made by the Tenant on the Premises and all personal property of the Tenant that is located on the Premises.

2. Maintain the Premises, for the term of this Agreement, in a clean and attractive condition. At the latter of the expiration of the Initial Term or any Renewal Period, the Tenant will return the Premises to the Landlord in the same condition that the Tenant received the Premises, except any improvements that are now part of the Premises and become property of the Landlord.
3. The Tenant is responsible for maintaining, repairing, or replacing all Non-Structural elements of the Premises. “**Non-Structural**” elements of the Premises are all those elements of the Premises that are not considered “**Structural**” (with Structural being the roof, foundation, load bearing walls, exterior walls, and exterior paint) under this Agreement.
4. Tenant is responsible for verifying and obtaining all zoning and platting requirements needed to use the Premises for the Purpose stated in this Agreement.
5. The Tenant is responsible for the costs of repairing damages to Structural elements of the Premises caused by the Tenant or the Tenant’s employees, contractors, agents, invitees, and/or licensees. The Landlord will send an invoice for the costs or repairs to the Tenant. The Tenant will pay an invoice from the Landlord regarding repairs to the Structural elements of the Premises within 30 calendar days of receiving such invoice. The Landlord is responsible for performing all repairs to the Structural elements of the Premises.
6. The Tenant will not make any improvements to the Premises without the advance written permission of the Landlord. The Landlord may impose additional conditions on the Tenant in order to allow improvements on the Premises. The Tenant will abide by all additional conditions when making any improvements to the Premises. The Tenant will follow all federal, state, and local laws when performing any improvements to the Premises, including the ADA accommodations. The Tenant will obtain all building permits as required by law. Upon completion of the improvements, the Tenant will deliver “as-built” records of the construction signed and sealed by a professional engineer or architect licensed in Texas. The construction or removal of Improvements creates no liability on the Landlord.
7. The Tenant will keep improvements and personal property located on the Premises in a good state of repair. Tenant will be responsible for repairing any damages to improvements and personal property caused by the Tenant’s employees, operation, or patrons.

8. Tenant is responsible for extending utility lines to areas of the Premises as required by the Tenant. Landlord is only required under this Agreement to provide connection points. Tenant will obtain all permits required under law for the extension of utilities.
9. The Tenant is responsible for obtaining all utilities needed by the Tenant including but not limited to water, sewer, electricity, and solid waste removal.
10. Tenant will not place any signs without the advance approval of the Landlord.
11. If a federal agency assesses a civil penalty against the Landlord for a violation related to an action or lack of action taken by the Tenant or the Tenant's agents, employees, contractors, or patrons, then the Tenant will reimburse the Landlord the civil penalty amount. The Tenant will reimburse the Landlord for the civil penalty within 30 days of receipt of notice from the Landlord of the civil penalty.
12. Tenant will comply with all environmental laws as outlined by this Agreement.
13. Tenant will not encumber the Building or Premises with any lien. If there is a lien that is filed, the Tenant will promptly discharge of the lien.
14. Tenant will allow access to any part of the Premises to the Landlord within 24 hours' notice from the Landlord to allow the Landlord to inspect and to make repairs or alterations to the Premises. If the Landlord gives 24 hours' notice to the Tenant, then the Tenant will allow the Landlord to access the Premises to show it to any prospective purchasers or tenants, or for any other purpose that the Landlord deems necessary. The Landlord entering the Premises for the purposes under this Section do not constitute an eviction or disturbance of the Tenant's rights under this Agreement.

## B. RIGHTS.

1. If the Tenant has prior written consent from the Landlord, then the Tenant may make changes or improvement to the Premises in accordance to any conditions imposed by the Landlord as provided in this Agreement. Any improvement that are attached to the Building and the Premises become property of the Landlord and will be surrendered with the Premises at the expiration of this Agreement without compensation. Tenant agrees that the title to all Personalty of the Tenant and improvements made by the Tenant to the Premises, now or hereafter located on the Premises, shall be vested in Tenant until either the termination or expiration of this lease, at which time all title to and ownership of the improvements made by the Tenant to the Premises and Personalty shall automatically and immediately vest (without the necessity of any further action being taken by Tenant or Landlord or any instrument being executed and delivered by

Tenant to Landlord) in Landlord, and Tenant shall have no rights pertaining to such improvements or Personalty. Notwithstanding anything to the contrary, nothing in this subsection relieves the Tenant from any duties under this Agreement, including but not limited to the removal of the improvements and the restoration of the Premises. For purposes of this Agreement, "**Personalty**" means all machinery, equipment, appliances, furniture, and any other personal property of any kind or description owned or leased by Tenant located on the Premises and used in the operation of the Premises, excluding trucks and cars.

## SECTION 7. ENVIRONMENTAL LAWS.

### A. For purposes of this Agreement:

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**" means 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. "**Releasing**" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

### B. COMPLIANCE.

1. Tenant will 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 or the Building, by Tenant, its sublessees, agents, employees, contractors, invitees, licensees, or a third party in violation of any Environmental Law. **Tenant will indemnify, defend and hold harmless the Landlord, 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 the Tenant, 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. Tenant's obligations and liabilities under this paragraph shall continue so long as the Landlord bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon. This indemnification of the Landlord by the Tenant 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 the Landlord's right to enforce the Tenant's promise to indemnify is not an adequate remedy at law for the Tenant's violation of any provision of this Section. Landlord will also have all other rights and remedies provided by law or otherwise provided in this Agreement.

2. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by the Tenant results in any contamination of the Premises or any improvements thereon, or any surrounding property, the Tenant will 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 the Landlord's approval of such actions shall first be obtained.
3. Tenant will, at the Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority ("Government") under the Environmental Laws. If the Government determines 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 the Tenant will, at the Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no expense to the Landlord, the Tenant will promptly provide all information requested by the Landlord 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. Tenant will notify the Landlord promptly after the Tenant 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 the Tenant's Purpose on the Premises, and (b) any change in the Tenant's Purpose on the Premises that will change or has the potential to change the Tenant's or Landlord's obligations or liabilities under the Environmental Laws.

#### C. RELEASING HAZARDOUS MATERIAL.

1. In the event of a Release of Hazardous Materials in violation of Environmental Laws on the Premises that presents an immediate threat of injury to persons or property that is not immediately remediated to the satisfaction of the Landlord or the expiration of cure periods provided for in this Agreement, then notwithstanding any other provision in this Agreement to the contrary, Landlord may "self-help" or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of any law on, under or about the Premises. The Tenant will be responsible for the cost of the Landlord's "self-help" in this Section, which can include but are not limited to attorneys' fees. Landlord will use its best efforts to notify the Tenant prior to its exercise of such self-help rights.
2. Tenant'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 is a material default of this Agreement. As such, Landlord may pursue the remedies as set forth in this Agreement, in addition to all other rights and remedies provided by law.

#### D. REPORTING.

1. At any time that the Tenant submits any filing or response pertaining to its property, operations, or presence on City property with any governmental entity (other than the

Internal Revenue Service) by way of example but not in limitation, the EPA or the TCEQ, or any successor agencies, the Tenant provide duplicate copies to Landlord of such filing(s) and response(s) with any related documents at the time same are made.

## **SECTION 8. MUTUAL COVENANTS.**

### **A. FIRE OR OTHER CASUALTY.**

1. If the Building and the Premises are entirely destroyed by fire or another casualty that was not caused by Tenant, then the Landlord may choose to rebuild. If the Landlord chooses not to rebuild the Building or the Premises, then either party may terminate this Agreement, with the termination date being the date of the fire or other casualty that caused the damage. Tenant is responsible for paying the Base Rental Fee and Operation Cost until the date of termination. If the Landlord chooses to rebuild, then the Landlord will be responsible for repairing the building and the Structural elements of the Premises and the Tenant is responsible for repairing the Non-Structural elements of the premises and improvements, if any. If the Landlord chooses to rebuild, then the Base Rental Fee and Operation Cost will be abated during the time the Landlord is rebuilding the Building and the Premises and will resume when the Landlord repairs the Premises and the Building to a condition where the Landlord can fulfil the obligations of this Agreement, regardless of whether the Tenant has completed the repairs to the improvements and personal property needed to resume the Purpose on the Premises.
2. If only the Premises is damaged by fire or another casualty, then the Landlord may choose whether or not to rebuild. If the Landlord chooses not to rebuild the Premises, then either party may terminate this Agreement, with the termination date being the date of the fire or other casualty that caused the damage. The Tenant is responsible for paying the Base Rental Fee and Operation Cost until the date of termination. If the Landlord chooses to rebuild the Premises, then the Landlord will be responsible for rebuilding the Structural elements of the Premises and the Tenant will be responsible for rebuilding the Non-Structural elements of the Premises. The Base Rental Fee and the Operation Cost will be abated for the time period that it takes the Landlord to repair the Structural elements of the Premises.
3. If the Building is damaged by fire or another casualty that was not caused by the Tenant, but the Premises remained unharmed, then the Landlord may choose to repair the building. If the Landlord chooses not to repair the Building, then either party may terminate this Agreement, with the termination date being the date of the fire or other casualty that caused the damage. If the Landlord chooses to repair the Building, then the Base Rental Fee and the Operation Costs will be abated during the time of repair.



4. If only the Premises is partially destroyed by a fire or another casualty but the Building remains unharmed, then the Landlord may choose to repair the Premises. If the Landlord chooses not to repair the Premises, then either party may terminate this Agreement, with the termination date being the date of the fire or other casualty that caused the damage. If the Landlord chooses to repair the Premises, then the Landlord will be responsible for repairing the Structural elements of the Premises and the Tenant will be responsible for repairing the Non-Structural elements of the Premises. The Tenant will pay the Base Rental Fee and Operation Costs only for the parts of the Premises that remained unharmed.

#### B. CONDEMNATION AND LOSS OR DAMAGE.

1. If the entire Building and Premises are condemned leaving the Premises untenable, then either party may terminate this Agreement, with the date of termination being the condemnation date.
2. If the Building is condemned, but the Premises remains tenable, then either party may terminate this Agreement, with the termination date being the date of the condemnation. If this Agreement is not terminated then the Tenant will only be responsible for paying the Base Rental Fee and Operation Costs to the point that the Premises and Building are tenable and function for the Purpose needed by the Tenant.
3. If the Premises is completely condemned and deemed untenable but the Building remains unharmed, then either party may terminate this Agreement, with the termination date being the date of condemnation.
4. If the Building remains unharmed and the Premises is only partially condemned, then either party may terminate this Agreement with the termination date being the date of condemnation. If this Agreement is not terminated, then the Tenant will only be responsible for paying the Base Rental Fee and Operation Cost for the portion of the Premises that is still tenable.

#### C. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT, AND ESTOPPEL.

1. At the request of the Landlord, the Tenant will sign a Subordination, Nondisturbance, and Attornment agreement (“SNDA”). The Tenant agrees to the following which will also be included in the SNDA:
  - a. SUBORDINATION. The Tenant’s interest under this Agreement is, at all times, subordinate to other present and future liens on the Building or Premises and any

modifications, supplements, extensions, amendments, renewals, consolidations, and replacements of said liens.

- b. **NON-DISTURBANCE.** If the ownership of the Building or Premises changes in any way, then the Tenant's right to quiet enjoyment and other rights under this Agreement will not be disturbed or terminated, provided that this Agreement is in full force and effect and that there are no defaults by the Tenant.
  - c. **ATTORNMEN**T. By signing this Agreement, the Tenant agrees to recognize any future owners of the Building or Premises as the Landlord and will continue to perform the obligations outlined in this Agreement until the termination or expiration of this Agreement to the full effect as with the original Landlord of this Agreement.
2. **ESTOPPEL.** At the Landlord's request the Tenant will execute an estoppel certificate addressed to the Landlord and Landlord's Mortgagee, or any third party that the Landlord requests. The Tenant will include the following in the estoppel certificate: the Effective Date and expiration date of this Agreement, the amounts that are to be paid under this Agreement, a statement that there have been no defaults on the part of the Landlord and that the Tenant has no claims against the Landlord, and any other information pertaining to this Agreement that the Landlord may request. However, the Tenant will not be obligated to sign any estoppel certificate if the Landlord is in material default of this Agreement.

## **SECTION 9. TERMINATION, DEPOSIT, AND OTHER LANDLORD REMEDIES.**

A. This Agreement may be terminated as provided by this Section.

- 1. **Expiration of Term.** This Agreement will automatically terminate at the end of the Initial Term of this Agreement or, if exercised by the Tenant, at the end of any Renewal Periods.
- 2. **TERMINATION BY EITHER PARTY FOR CAUSE.** Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision, the terminating party will provide written notice of the intent to terminate enumerating the failure for which the termination is being sought and provide at least 30 calendar days to the non-terminating party to cure such failure. If the Landlord terminates this Agreement pursuant to this provision, then the Tenant will surrender the Premises to the Landlord immediately after being provided 30 calendar days to cure the default.

- a. If the Landlord terminates the lease for the fault of the Tenant, then the Tenant will owe the Landlord the remainder of the Base Rate Fee and Operation Costs for the term of the Agreement minus whatever the Landlord can recover. The Landlord will make a good faith attempt to mitigate damages in this instance.
  - b. If the Tenant terminates the lease for the fault of the Landlord, then the Tenant will only be responsible for paying the Base Rental Fee and Operation Costs until the date of termination.
  - c. Abandonment of the Premises by the Tenant also constitutes a default under this Agreement.
3. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least 30 calendar days before termination. If either party terminates this Agreement pursuant to this provision, the Landlord will allow the Tenant 30 days to return the Premises to the state the Tenant received it in and surrender the Premises to the Landlord. If the Landlord terminates this Agreement pursuant to this provision, the Tenant will be responsible for paying the amount that is due up until the date of termination. If the Tenant terminates this Agreement pursuant to this provision, the Tenant will pay the Base Rental Fee and Operational Costs that would be due until 30 days following the termination date. Regardless of the party that terminates this Agreement pursuant to this provision, the Landlord will return the Security Deposit to the Tenant minus any amount that is needed to repair damages to the Premises or to pay Base Rental Fees or any other fees accruing under the Agreement.
4. **TERMINATION AS PROVIDED IN OTHER PARTS OF THIS AGREEMENT.** This Agreement may be terminated as otherwise provided in other sections of this Agreement.
5. **TERMINATION NOT A RELEASE.** Termination by either party is not a release of any claims that the terminating party may be lawfully entitle to assert against the terminated party. Further, the terminated party is not relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

## **SECTION 10 RIGHTS AND OBLIGATIONS FOLLOWING EXPIRATION OR TERMINATION.**

- A. At the expiration of this Agreement or termination of this Agreement, the Tenant will surrender and return the Premises to the Landlord. The Tenant will surrender the Premises

to the Landlord no later than the expiration or termination date of this Agreement. The Tenant will be responsible for paying the Landlord the Base Rental Fee while occupying the Premises to comply with the obligations under this section. Tenant will perform all obligations under this Section in accordance to all federal, state, and local laws and regulations. If the Tenant does not surrender the Premises over to the Landlord after the time enumerated in the provisions above, the Landlord may take possession of the Premises. The Tenant will be responsible for any costs incurred by the Landlord in retaking possession of the Premises.

B. In the event of default by Tenant under this Agreement, following all required notifications, the Landlord may:

- 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 Tenant and all personal property of Tenant (which property may be removed and stored at the cost of and for the account of Tenant), using such force as may be necessary; and/or
- 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 Landlord. 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 Tenant during such month or part thereof under the terms of this Lease, Tenant shall pay such deficiency to Landlord immediately upon calculation thereof, providing Landlord 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.
- c. If it appears that the Premises have been abandoned by the Tenant as defined by Chapter 93 of the Texas Property Code, then the Landlord may enter the Premises and may intentionally exclude the entrance of the Tenant to the Premises for the purpose of removing the contents of the Premises that were abandoned by the Tenant. The Landlord may remove and store the abandoned property of the Tenant to the Tenant's own expense. The Landlord will send a notice to the Tenant that the Landlord has the right to dispose of the Tenant's property if the Tenant does not claim the property within 60 days of the date the Landlord stored the property, pursuant to Chapter 93 of the Texas Property Code.
- d. In the event of default in the payment by the Tenant to the Landlord as outlined by this Agreement, then the Landlord will have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock belonging to the Tenant which are placed in, or become a part of, the Premises, as security for

payment due and to become due for the remainder of the Lease term. This lien is not in lieu of or does not in any way affect the statutory landlord's lien given by law, but is in addition to the statutory lien. Tenant grants to the Landlord a security interest in all of Tenant's personal property placed in or on the Premises for purposes of this contractual lien. Provided, however, that the terms of this provision are only effective 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. Landlord agrees that the Landlord 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 Tenant, any sublessee or any assignee of the Tenant. If the Landlord exercises the option to terminate this Agreement as provided by this section, then the Landlord, after providing notice to Tenant as provided in this section of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Tenant's property on the Premises and sell it at public or private sale after giving Tenant 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 the Landlord deems best. The proceeds of the sale will 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 Agreement, with the balance, if any, to be paid to the Tenant.

- C. In the event of a default by the Tenant the Landlord may perform all of Tenant's obligations which the Tenant failed to fulfill under this Agreement. The Landlord may deduct from any deposits paid by the Tenant any expenses incurred by the Landlord for performing obligations of the Tenant and/or the Landlord may invoice the Tenant for the costs incurred by the Landlord for performing the Tenant's obligations. The Tenant will pay any invoices received from the Landlord within 30 calendar days of receipt.

## **SECTION 11. INDEMNIFICATION.**

- A. WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, TENANT AGREES TO INDEMNIFY AND HOLD LANDLORD AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF TENANT'S ACTIVITIES ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF TENANT OF ANY TERMS OF THIS AGREEMENT, OR FROM ANY**

**ACT OR NEGLIGENCE OF TENANT, ITS AGENTS, CONTRACTORS, EMPLOYEES, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF THE LANDLORD. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST THE LANDLORD BY REASON OF ANY SUCH CLAIM, TENANT, UPON RECEIPT OF WRITTEN NOTICE FROM THE LANDLORD, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE LANDLORD. THE OBLIGATIONS OF TENANT UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THE LEASE.**

## **SECTION 12. INSURANCE.**

- A. **LIABILITY INSURANCE.** Tenant shall obtain, provide proof of, and maintain for the term or any holdover of this Lease:
1. Comprehensive General Liability Insurance in amounts not less than \$1,000,000 for bodily injury to one person for each occurrence, \$2,000,000 for bodily injury to more than one person for each occurrence, and \$1,000,000 for property damage for each occurrence.
  2. Comprehensive Pollution Liability Insurance in amounts not less than \$1,000,000 for each occurrence, which insurance shall cover, at a minimum, bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, removal, storage, disposal, and or use of the pollutant, and defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims, all covering the Premises and surrounding the Landlord's property.
- B. **FIRE AND OTHER RISKS INSURANCE.** Tenant, at the Tenant's sole cost and expense, will insure all improvements made on the Premises and personal property of the Tenant 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 ("**Full Insurable Value**") throughout the term of this Agreement. If a dispute arises as to the Full Insurable Value and cannot be resolved by the Tenant and the Landlord, then the Tenant will conduct an appraisal of the Premises and improvements at the Tenant's own expense. The Tenant will ensure the appraiser is approved by the Landlord.

- C. Tenant will maintain the insurance policies described above throughout the Initial Term, the any Renewal Period, and any Holdover period of this Agreement. The Tenant will ensure that all policies comply with the following:
1. The Tenant may provide the insurances required in this section in more policies of insurance, the form of which must be approved by the City's Risk Manager.
  2. Prior to taking possession of the Premises, the Tenant will provide the City copies of all insurance policies along with all endorsements and certificates of insurance. If the Tenant is providing insurance policies to the Landlord for improvements made after taking possession of the Premises, then the Tenant will provide the insurance policies along with all endorsements and certificates of insurance to the Landlord before the improvements are completed. All polices will provide through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without 30 calendar days prior written notice to the Landlord.
  3. The Tenant will provide the Landlord all certificates evidencing renewal of replacement of said policies of insurance at least 15 calendar days prior to the expiration or cancellation of any such policies.
  4. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. The Landlord may reject an issuer if an insurance policy in the Landlord's sole discretion.
  5. Each policy, must name the Landlord's (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.
  6. Tenant will obtain the prior written approval if the City's Risk Manager for any deductibles, aggregate caps, and endorsements on any insurance policy required under this Agreement.

### **SECTION 13. GENERAL PROVISIONS**

- A. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. **INDEPENDENT CONTRACTOR RELATIONSHIP.** This Agreement does not create an employee-employer relationship between the Tenant and the Landlord. As such, the

Landlord is not subject to the liabilities or obligations the Tenant obtains under the performance of this Agreement.

- C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **“business days”** means Monday through Friday excluding City of El Paso holidays and **“calendar days”** means Monday through Sunday excluding City of El Paso holidays.
- D. NOTICES. The parties will send all notices required by this Agreement either in person, e-mail, or in writing postmarked and delivered by certified mail. All notices that are mailed are considered received 3 business days after the postmark date. All notices that are delivered in person or by e-mail are considered received on the date sent to the addresses or persons listed below. Parties may change their addresses or designated persons by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City:

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

With a Copy to:

The City of El Paso  
Attn: Real Estate Division  
218 N. Campbell St., 3<sup>rd</sup> Floor  
El Paso, Texas 79901  
Email: realestate@elpasotexas.gov

To the Tenant: Watermill Express, LLC  
Attn: Rick Kelly & Haley Pryor  
Address: 1177 S 4<sup>th</sup> Ave.  
Brighton, Colorado 80601-6806  
Email: Rick.kelly@watermillexpress.com  
Haley.pryor@watermillexpress.com

- E. **CONFIDENTIALITY.** The Tenant acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. **GOVERNING LAW.** This Agreement is governed by Texas law.



- G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. GOVERNMENTAL FUNCTIONS. The parties agree that the Landlord 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.
- K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Tenant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- L. AUDITING RECORDS FOR THE SPECIFIC PROJECT. The Tenant will allow the Landlord to inspect and copy all records pertaining to the Purpose to be performed on the Premises provided in this Agreement.
- M. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- N. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Landlord and the Tenant, and the Tenant's successors and assigns. Tenant may not assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the Landlord.
- O. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.
- P. PROVISIONS SURVIVING THIS AGREEMENT. Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.

Q. REPRESENTATIONS AND WARRANTIES. The Tenant warrants to the Landlord that the Tenant has all required licenses, permits, and expertise to perform the Purpose of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

R. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Signatures begin on the following pages)

**CITY OF EL PASO:**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

J. Flores (for)  
\_\_\_\_\_  
Leslie Jean-Pierre  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

M. Lou Espinoza  
\_\_\_\_\_  
Mary Lou Espinoza  
Capital Assets Manager

(Acknowledgement)

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, a municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

Notary's Commission Expires:  
Notary's Name (printed)

\_\_\_\_\_

(Tenant's Signature on following page)

**TENANT:**

Watermill Express, LLC

Heath Weidert  
Name: Heath Weidert  
Title: So. VP - Development

(Acknowledgement)

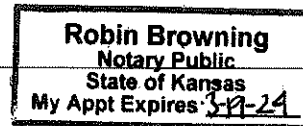
STATE OF ~~TEXAS~~ Kansas )  
COUNTY OF ~~EL PASO~~ Crawford )

This Instrument was acknowledged before me on the 27<sup>th</sup> day of July, 2022, by Heath Weidert, as Senior V.P. of the company, on behalf of Watermill Express.

Robin Browning  
Notary Public, State of ~~Texas~~ Kansas

Notary's Commission Expires: 1/7/2029  
Notary's Name (printed)

Robin Browning





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 22-1028, **Version:** 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

##### **All Districts**

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

#### **AGENDA LANGUAGE:**

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

Approve a Resolution to update the City of El Paso Investment Policy for fiscal year 2023.

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

**DEPARTMENT:** Office of the Comptroller

**AGENDA DATE:** August 16, 2022

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME AND PHONE NUMBER:** Margarita Munoz – Comptroller – 915-212-1174

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Goal 6: Set the Standard for sound governance and fiscal management

**SUBGOAL:** 6.6 Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

**SUBJECT:**

**APPROVE** a resolution to update the City of El Paso Investment Policy for fiscal year 2023.

**BACKGROUND / DISCUSSION:**

Pursuant to Section 2256 of the Texas Government Code, otherwise known as the Texas Public Funds Investment Act (TPFIA), the City is required to review its Investment Policy on an annual basis and recommend any changes to such. In addition, Section 11.0 of the City's Investment Policy requires that changes be presented to the Financial Oversight and Audit Committee (FOAC) prior to moving forward to the full Council. The update was presented to the FOAC on August 8, 2022 and no changes were suggested.

**PRIOR COUNCIL ACTION:**

The Investment Policy was last amended by City Council on August 31, 2021.

**AMOUNT AND SOURCE OF FUNDING:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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

## RESOLUTION

**WHEREAS**, pursuant to Section 2256.005 of the Texas Government Code, the City is required to review its Investment Policy on an annual basis; and

**WHEREAS**, the City has reviewed its Investment Policy and as a result of such review desires to restate and amend the City's Investment Policy.

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

That the City hereby adopts the restated and amended City of El Paso FY2023 Investment Policy, which is attached hereto as **Exhibit "A"** and incorporated herein by reference.

**ADOPTED** this 16<sup>th</sup> day of August, 2022.

**CITY OF EL PASO:**

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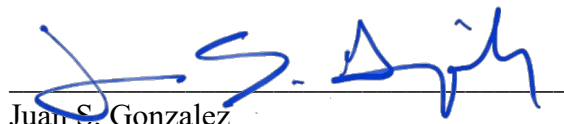
Oscar Leaser  
Mayor

**ATTEST:**

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Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**



---

Juan S. Gonzalez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

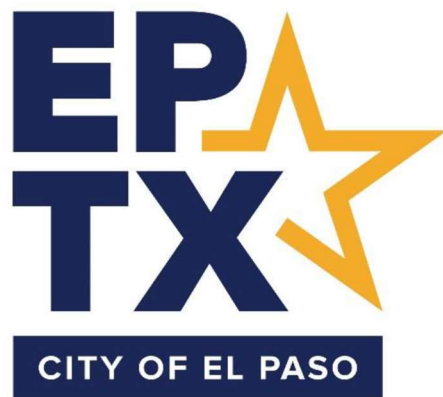


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Margarita Munoz, Comptroller  
Office of the Comptroller

## **EXHIBIT “A”**





City of El Paso

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Investment Policy

August 2022

Prepared by:  
Office of the Comptroller  
Treasury Division

Previous Revision August 2021



**The mission of the Office of the Comptroller is to provide fiscal management and financial reporting, administer treasury services and provide grant accounting information to City Management and elected officials so that they can make informed decisions regarding the provisions of City services.**

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# The City of El Paso

## Investment Policy

### 1 - POLICY

It is the policy of the City of El Paso, Texas (the “City”) to: (i) invest public funds in a manner which will provide maximum safety of principal and liquidity; (ii) provide the highest possible investment return; (iii) meet the daily cash flow demands of the City; and (iv) comply with the Texas Public Funds Investment Act of 1995, as may be amended (“TPFIA”) and local ordinances and resolutions governing the investment of the City’s public funds. Definitions and terms contained herein are defined in Section 2256.002 of TPFIA.

### 2 - SCOPE

The City of El Paso Investment Policy (this “Investment Policy”) applies to all cash assets of the City as reported in the City’s Comprehensive Annual Financial Report except for those funds of the Public Employees Retirement System (PERS) and component units which are governed by other laws, statutes, and ordinances. Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. The City’s Investment Strategy is attached as Exhibit “A” and is incorporated for all applicable purposes by reference herein. Investment income will be allocated in accordance with the City’s strategy for allocating interest to participating funds as set forth in Appendix “1” to Exhibit “A.”

The fund types covered by this Investment Policy are accounted for in the books and records of the City and are as follows:

- a. General Fund (which includes the Cash Reserve Fund);
- b. Special Revenue Funds;
- c. Capital Projects Funds;
- d. Debt Service Fund;
- e. Enterprise Funds;
- f. Internal Service Funds
- g. Fiduciary Funds

### 3 - GENERAL OBJECTIVES

The primary objectives of the City's investment activities, in order of priority, shall be as follows:

#### 3.1 - Preservation and Safety of Principal

Preservation and safety of principal are the foremost objectives of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit risk. The City will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:

- (i) limiting investments to the types of securities listed in Section 6.0 of this Investment Policy;
- (ii) pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business in accordance with Section 5.0; and
- (iii) diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

b. Interest rate risk. The City will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:

- (i) structuring the investment portfolio so that securities mature in a manner that cash requirements for ongoing operations will be met, thereby avoiding the need to sell securities on the open market prior to maturity; and
- (ii) investing operating funds primarily in short-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with Section 9.2.

#### 3.2 - Liquidity

The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that might be reasonably anticipated. To a large extent, liquidity shall be determined by the flow of revenues and expenditures predicted by the Office of the Comptroller using cash flow projections and historical data. These cash flow projections shall be at least one (1) year in length.

#### 3.3 - Yield

The City's investment portfolio shall be designed with the objective of attaining a rate of return/yield throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is of secondary importance compared to the preservation and safety of principal and liquidity objectives described above. The City's core investments are limited to low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity unless otherwise deemed appropriate by the City Manager or his/her designee.

## 4 - STANDARDS OF CARE

### 4.1 - Delegation of Authority

The authority to manage the City's investment program is derived from the TPFIA, the El Paso City Charter, City Ordinances and Resolutions. The Chief Financial Officer, Comptroller, and Treasury Services Coordinator are designated as the Investment Officers who are responsible for investment transactions; provided, however, that in the event that any or all of the positions are or becomes vacant, the persons acting in such capacity shall be designated as an Investment Officer for the interim period. All investment procedures shall be in writing and approved by the Chief Financial Officer and the City Manager.

An Investment Committee shall be responsible for monitoring, reviewing, and making recommendations regarding the City's cash management and investment program. The Investment Committee will consist of the Chief Financial Officer, Comptroller, Treasury Services Coordinator, OMB Director, and the Chief Internal Auditor. The Investment Committee will report to the City Manager on at least a quarterly basis the activities of the City's investments.

The Comptroller will oversee the activities of the Treasury Division of the Office of the Comptroller Department, and if the Treasury Services Coordinator position is vacant, shall perform, or designate a person to perform, such duties on an interim basis. The Treasury Services Coordinator shall be responsible for the day-to-day financial transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff. The Treasury Services Coordinator shall designate one or more staff as a pro tempore, acting in a limited capacity defined by the Treasury Services Coordinator, in the event circumstances require timely action and the Treasury Services Coordinator is not available.

No other officers or designees may engage in an investment or banking transaction except as provided under the terms of this Investment Policy and the procedures established.

### 4.2 - Prudence

The City's investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the safety of capital and the yield to be derived. The standard of care to be used by Investment Officers shall be said "prudent person" standard and shall be applied in the context of managing an overall portfolio and whether the investment decision was consistent with the written investment policy of the City.

### 4.3 - Training

The Investment Officer(s) shall attend at least one (1) training session from an independent source approved by City Council or a designated investment committee advising the Investment Officer(s) as provided for in this Investment Policy of the City and containing at least ten (10) hours of instruction relating to the officer's responsibilities under this Investment Policy and the TPFIA. Such training session shall be taken within twelve (12) months after the Investment Officer(s) takes office or assumes duties. The Investment Officer(s) shall attend an investment training session not less than once in each two-year period that begins on the first day of the City's fiscal year and consists of two consecutive fiscal years after that date and receive not less than ten (10) hours of instruction relating

to investment responsibilities under this Investment Policy and the TPFIA from an independent source approved by the City Council or a designated investment committee advising the Investment Officer as provided for in the investment policy of the City. This training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with TPFIA.

#### 4.4 - Ethics and Conflicts of Interest

Investment Officers involved in the investment process shall refrain from personal business activity that could conflict or be perceived to conflict with proper execution of the investment program, or that could impair their ability to make impartial investment decisions. An Investment Officer of the City who has a personal business relationship with a business organization offering to engage in an investment transaction with the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity, as determined by Chapter 573 of the Texas Government Code, to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this Section 4.4 must be filed with the Texas Ethics Commission and the City Council. For purposes of this Section 4.4, an Investment Officer has a personal business relationship with a business if:

- a. the Investment Officer owns ten percent (10%) or more of the voting stock or shares of the business organization or owns five thousand dollars (\$5,000) or more of the fair market value of the business organization;
- b. funds received by the Investment Officer from the business organization exceeds ten percent (10%) of the Investment Officer's gross income from the previous year; or
- c. the Investment Officer has acquired from the business organization during the previous year investments with a book value of two thousand five hundred dollars (\$2,500) or more for the personal account of the Investment Officer.

Investment Officers, not required by this Section 4.4 to file a disclosure statement, will file a statement with the City Clerk's Office announcing no potential conflicts.

## 5 – AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

### 5.1 - Authorized Institutions

Financial institutions (i.e., banks, savings & loans, credit unions) and securities dealers (i.e., brokers, "primary" and "secondary" dealers) with an office located in the state of Texas (preferably El Paso, Texas) may become authorized to sell/purchase negotiable securities to/from the City. Repurchase Agreements may be entered into with primary securities dealers or financial institutions with offices in Texas.

### 5.2 - Selection

The Investment Committee and the City Manager shall at least annually, review, revise, and adopt a list of qualified financial institutions and securities dealers that are authorized to engage in investment



transactions with the City. Additional financial institutions and securities dealers may be added on a quarterly basis after Investment Committee approval.

### 5.3 - List of Authorized Institutions

The Treasury Services Coordinator shall maintain an updated list of financial institutions authorized to provide investment services as well as a list of approved security broker/dealers selected by credit worthiness, who maintain an office in the State of Texas. These may include primary dealers, depository banks, or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule).

### 5.4 - Competition

Bids for investments will be solicited by the Treasury Services Coordinator, as deemed necessary and approved by the Investment Committee, from the approved list of authorized institutions using a competitive bid process in a format designed by the Investment Officer(s). The City's depository bank, once selected, may compete for City investments through the competitive bid process established. Bids for investments may be solicited orally, in writing, electronically, or a combination of these methods. Rate of return will be considered the primary factor when selecting a particular bid. The secondary factor will be location of office, preferably within El Paso, Texas.

### 5.5 - Requisite Information

All business organizations that desire to become qualified bidders for investment transactions must supply the Investment Officer(s) with the following:

- a. audited financial statements;
- b. proof of National Association of Securities Dealers certification;
- c. trading resolution; and
- d. proof of state registration

### 5.6 - Audited Financials

Current audited financial statements are required to be on file for each financial institution and broker/dealer with which the City invests.

### 5.7 - Receipt of Investment Policy

A written copy of this Investment Policy shall be presented to any business organization offering to engage in an investment transaction with the City. For purposes of this subsection, "business organization" means an investment pool or investment management firm under contract with the City to invest or manage the City's investment portfolio that has accepted authority granted by the City under the contract to exercise investment discretion in regards to investing the City's funds. The qualified representative of the business organization offering to engage in an investment transaction with the City shall execute a written instrument in a form acceptable to the City stating that the organization has received and reviewed the City's Investment Policy, acknowledges that the business organization has implemented reasonable procedures and controls to preclude investment

transactions that are not authorized by the City's Investment Policy, except to the extent that this authorization:

- a. is dependent on an analysis of the makeup of the entire portfolio;
- b. requires an interpretation of subjective investment standards; or
- c. relates to investment transactions of the City that are not made through accounts or contractual arrangements over which the business organization has accepted discretionary investment authority.

## 5.8 - Denial of Business

No investment business may be conducted with any business organization that has not complied with the certification identified in Section 5.7 above.

## 6 - AUTHORIZED INVESTMENTS

Except as otherwise provided hereinafter, the City may invest in the following types of securities:

### 6.1 - Obligations of, or Guaranteed by, Government Entities

- a. The following investments are authorized:
  - (i) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including Federal Home Loan Banks;
  - (ii) direct obligations of the State of Texas or its agencies and instrumentalities;
  - (iii) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by the agency or instrumentality of the United States;
  - (iv) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
  - (v) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; and
  - (vi) interest-bearing banking deposits that are guaranteed or insured by (a) the Federal Deposit Insurance Corporation or its successors or (b) the National Credit Union Share Insurance Funds or its successor.
- b. The following are NOT authorized investments under this Section 6.1:
  - (i) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

- (ii) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- (iii) collateralized mortgage obligations which have a stated final maturity date of greater than ten (10) years; and
- (iv) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to changes in a market index.

## 6.2 - Certificates of Deposit and Share Certificates

a. A certificate of deposit or share certificate is an authorized investment under this Section 6.2 if the certificate is issued by a depository institution that has its main office or a branch office in the State of Texas and is:

- (i) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
- (ii) secured by obligations that are described by Section 6.1(a) herein above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described in Section 6.1(b); or
- (iii) secured in any other manner and amount provided by law of deposits of the investing entity.

b. In addition to the authority to invest funds in certificates of deposit under Section 6.2(a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

- (i) the funds are invested by the City through:
  1. a broker that has its main office or a branch office in this state and is selected from a list adopted by the City in accordance with Section 5.2; or
  2. a depository institution that has its main office or a branch office in this state and that is selected by the City;
- (ii) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City;
- (iii) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- (iv) the City appoints the depository institution selected under Section 6.2(b)(i), a Custodian (as defined in Section 7.3) or a clearing broker/dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 as Custodian for the City with respect to the certificates of deposit issued for the account of the City.

### 6.3 - Repurchase Agreements

- a. A fully collateralized repurchase agreement is an authorized investment if the repurchase agreement:
  - (i) has a defined termination date;
  - (ii) is secured by a combination of cash and obligations described in Section 6.1a(i) or 6.4;
  - (iii) requires the securities being purchased by the City or the cash held by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and
  - (iv) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas.
- b. In this Section 6.3, "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 6.1a(i), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.
- c. Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed ninety (90) days after the date the reverse security repurchase agreement is delivered.
- d. Money received by the City under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.
- e. The City in the proceedings to authorize obligations or a credit agreement, or in a credit agreement, may agree to waive sovereign immunity from suit or liability for the purpose of adjudicating a claim to enforce the credit agreement or obligation or for damages for breach of the credit agreement or obligation.

### 6.4 - Commercial Paper

- a. Commercial paper is an authorized investment under this Section 6.4 if the commercial paper:
  - (i) has a stated maturity of 365 days or fewer from the date of its issuance; and
  - (ii) is rated not less than A-1 or P-1 or an equivalent rating by at least:
    - 1. two nationally recognized credit rating agencies; or
    - 2. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

## 6.5 - Mutual Funds

- a. A no-load money market mutual fund is an authorized investment under this Section 6.5 if the mutual fund:
  - (i) is registered with and regulated by the Securities and Exchange Commission;
  - (ii) provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);
  - (iii) complies with Securities Exchange Commission Rule 2a-7 (17 C.F.R. Section 270. 2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.)
- b. In addition to a no-load money market mutual fund permitted as an authorized investment in Section 6.5a., a no-load mutual fund is an authorized investment under this Section 6.5, if the mutual fund:
  - (i) is registered with the Securities and Exchange Commission;
  - (ii) has an average weighted maturity of less than two (2) years; and
  - (iii) either:
    - 1. has a duration of one year or more and is invested exclusively in obligations approved by this Section 6.5; or
    - 2. has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities
- c. The City is not authorized by this Section 6.5 to:
  - (i) invest in the aggregate more than fifteen percent (15%) of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Section 6.5b.;
  - (ii) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Section 6.5b.; or
  - (iii) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in subsection a. or b. in an amount that exceeds ten percent (10%) of the total assets of the mutual fund.

## 6.6 - Investment Pools

- a. The City may invest its funds and funds under its control through an eligible investment pool if the City Council by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from the City in authorized investments permitted by Section 6.0. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this Section 6.6 and the investment policies and objectives adopted by the investment pool.

b. To be eligible to receive funds from and invest funds on behalf of the City under this Section 6.6, an investment pool must furnish to the Investment Officer(s) or other authorized representative of the City, an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

- (i) the types of investments in which money is allowed to be invested;
- (ii) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
- (iii) the maximum stated maturity date any investment security within the portfolio has;
- (iv) the objectives of the pool;
- (v) the size of the pool;
- (vi) the names of the members of the advisory board of the pool and the dates their terms expire;
- (vii) the custodian bank that will safe keep the pool's assets;
- (viii) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
- (ix) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
- (x) the name and address of the independent auditor of the pool;
- (xi) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;
- (xii) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios; and
- (xiii) the pool's policy regarding holding deposits in cash.

c. To maintain eligibility to receive funds from and invest funds on behalf of the City, an investment pool must furnish to the Investment Officer(s) or other authorized representative of the City:

- (i) investment transaction confirmations; and
- (ii) a monthly report that contains, at a minimum, the following information:
  - 1. the types and percentage breakdown of securities in which the pool is invested;
  - 2. the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
  - 3. the current percentage of the pool's portfolio in investments that have stated maturities of more than one (1) year;

4. the book value versus the market value of the pool's portfolio, using amortized cost valuation;
  5. the size of the pool;
  6. the number of participants in the pool;
  7. the custodian bank that is safekeeping the assets of the pool;
  8. listing of daily transaction activity of the entity participating in the pool;
  9. the yield and expense ratio of the pool, including a statement regarding how yield is calculated;
  10. the portfolio managers of the pool; and
  11. any changes or addenda to the offering circular.
- d. The City by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.
- e. In this Section 6.6, for purposes of an investment pool for which a \$1.00 net asset value is maintained, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.
- f. To be eligible to receive funds from and invest funds on behalf of the City, a public funds investment pool that uses amortized cost or fair value accounting must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a one dollar (\$1.00) net asset value, when rounded and expressed to two decimal places. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, the governing body of the public funds investment pool shall take action as the body determines necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing participants, including a sale of portfolio holdings to attempt to maintain the ratio between 0.995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool that uses amortized cost shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.
- g. To be eligible to receive funds from and invest funds on behalf of the City, a public funds investment pool must have an advisory board composed:
- (i) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 of the Government Code and managed by a state agency; or
  - (ii) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.
- h. To maintain eligibility to receive funds from and invest funds on behalf of the City, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

- i. If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Sections 6.6(b), (c)(ii), and (f) must be posted on the website.
- j. To maintain eligibility to receive funds from and invest funds on behalf of an entity under this Section 6.6, an investment pool must make available to the City an annual audited financial statement of the investment pool in which the City has funds invested.
- k. If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

## 7 - COLLATERALIZATION/LIMITS/CUSTODY

### 7.1 - Collateralization

Collateralization will be required for deposits of public funds in demand deposit accounts, certificates of deposit, and repurchase agreements. In accordance with Texas Government Code Chapter 2257.022 "Amount of Collateral", the total value of eligible security to secure a deposit of public funds must be in an amount not less than the amount of the deposit of public funds:

- a. Increased by the amount of any accrued interest; and
- b. Reduced to the total extent that the United States or an instrumentality of the United States insures the deposit.

Collateralization % coverage will be outlined in the Collateral Agreement as part of the City's Depository Agreement Contract with the awarded Banking Institution. All other on demand deposit accounts that are not included in the City's Depository Agreement Contract will be required to adhere to the collateralization % coverage stated in the awarded depository contract.

### 7.2 - Limits

The City chooses to limit the type of collateral required to the eligible security instruments identified in Section 6.1 hereinabove.

### 7.3 - Custody

Collateral will always be held by an independent third party Custodian with whom the City has a current custodial agreement. A clearly marked evidence of ownership (e.g., safekeeping receipt) must be supplied to the City and retained. The right of collateral substitution may be granted to the Custodian with prior written approval of the Investment Officer(s).

The Custodian shall be approved by the City and be:

- a. a state or national bank that is designated by the State Comptroller as a State depository and has its main office or branch office in the State of Texas and has a capital stock and permanent surplus of \$5 million or more;
- b. the Texas Treasury Safekeeping Trust Company;
- c. a Federal Reserve Bank or a branch of the Federal Reserve Bank; or



- d. a federal home loan bank.
- e. a financial institution authorized to exercise fiduciary powers and that is designed by the State Comptroller as a custodian pursuant to Government Code 404.031(e)

## 8 - SAFEKEEPING AND CUSTODY

### 8.1 - Delivery vs. Payment

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

### 8.2 - Safekeeping

Securities will be held by a third party custodian designated by the Treasury Services Coordinator as evidenced by safekeeping receipts in the City's name. The safekeeping institution shall provide, annually, a copy of their most recent report on internal controls (Reporting on Controls at a Service Organization as per Statement on Standards for Attestation Engagements No. 16, or SSAE 16 issued by the American Institutes of Certified Public Accountants or AICPA).

### 8.3 - Electronic Funds Transfer

The City may use electronic means to transfer or invest all funds collected or controlled by the City.

## 9 - INVESTMENT PARAMETERS

### 9.1 - Portfolio Diversification

Risk of principal loss in the portfolio as a whole shall be minimized by diversifying investment types according to the following limitations:

<u>Investment Type</u>	<u>% of Portfolio</u>
U.S. Treasury Notes/Bonds/Bills	100%
Local Government Investment Pools	80%
U.S. Agencies	75%
Municipal Bonds	75%
Certificates of Deposit	50%
Repurchase Agreements	50%
Money Market Mutual Funds	15%
Commercial Paper	15%
Share Certificates	5%

This Investment Policy incorporates the City's Investment Strategy and as such, will allow for diversification of investments to the extent practicable considering yield, collateralization, investment costs, and available bidders. Diversification by investment institutions shall be determined by an

analysis of yield, collateralization, investment costs, and available bidders. Diversification by types of securities and maturities may be as allowed by this Investment Policy and the TPFIA.

## **9.2 - Maximum Maturities**

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. However, the maximum maturities for any single investment shall not exceed three (3) years. The maximum dollar-weighted average maturity for the City's overall investment portfolio will not exceed two (2) years.

## **9.3 - Effect of Loss of Required Rating**

This Investment Policy requires certain minimum ratings of certain investments. At least weekly, the Treasury Services Coordinator will review the ratings of each of the investments in the City's portfolio that require a minimum rating and will notify the Investment Committee of any negative changes. In the event an investment does not meet that minimum rating during the period that the investment is being held by the City, that investment does not qualify as an authorized investment. The City shall take all prudent measures that are consistent with this Investment Policy to liquidate an investment that does not have the minimum rating.

## **9.4 – Divestiture of Unauthorized Investments**

In the event that the City assumes possession of investments not authorized by this Investment Policy, whether as the result of a donation, the settlement of an obligation to the City, or as a result of any other circumstance, transaction, or event, the City's Investment Officers shall proceed with the orderly liquidation of such investments. The proceeds from such liquidation will be recorded in the books and records of the City in accordance with the City's policy or policies corresponding to the original purpose related to the receipt of the unauthorized investment.

## **9.5 – Investment of Bond Proceeds and Pledged Revenue**

- a. In this section, "pledged revenue" means money pledged to the payment of or as security for:
  - (i) Bonds or other indebtedness issued by the City
  - (ii) Obligations under a lease, installment sale, or other agreement of the City; or
  - (iii) Certificates of Participation in a debt or obligation described by subdivision (i) or (ii)
- b. The Investment Officer or Officers may invest bond proceeds or pledged revenue only to the extent permitted by Section 2256.0208 of the TPFIA in accordance with:
  - (i) Statutory provisions governing the debt issuance or the agreement, as applicable; and
  - (ii) The City's Debt Policy regarding the debt issuance or the agreement, as applicable

## 10 - MONITORING AND REPORTING

### 10.1 - Content of Report

The Investment Officer(s) shall submit, not less than quarterly, a report to the City Manager, Mayor and City Council, with a copy provided to the City Clerk. Said report shall:

- a. describe in detail the investment position of the City on the date of the report;
- b. be prepared jointly by all Investment Officers of the City;
- c. be signed by each Investment Officer of the City (signatures may be electronic if such method is deemed most prudent by the Investment Officers given then current circumstances and events);
- d. contain a summary statement of each pooled fund group that states the:
  - (i) beginning market value for the reporting period;
  - (ii) ending market value for the period; and
  - (iii) fully accrued interest for the reporting period;
- e. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
- f. state the maturity date of each separately invested asset that has a maturity date;
- g. state the account or fund or pooled group fund in the City for which each individual investment was acquired; and
- h. state the compliance of the investment portfolio of the City as it relates to:
  - (i) the Investment Strategy expressed in the City's investment policy; and
  - (ii) relevant provisions of Chapter 2256 of the Government Code.
- i. be submitted within forty-five (45) days after the end of the period.

### 10.2 - Annual Audit

If the City invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the Investment Officer(s) under this Section 10.0 shall be formally reviewed at least annually by an independent external auditor, and the result of the review shall be reported to the City Council by that auditor.

### 10.3 - Compliance Audit

In conjunction with the City's annual financial audit, the external auditor shall perform a compliance audit of management controls on investments and adherence to the City's established investment policy. This audit shall provide reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition and that those transactions are executed in compliance with policies and procedures established by this Investment Policy.

#### 10.4 – Market Price monitoring

Independent market pricing will be gathered at least monthly by the Treasury Services Coordinator. The market value and any unrealized gain or loss of the City's portfolio will be calculated on at least the same frequency.

### 11 - INVESTMENT POLICY ADOPTION

This Investment Policy is intended to amend and restate the existing City Investment Policy. The City's Investment Policy shall be reviewed and adopted annually by resolution of the City Council. Any modifications must first be approved by the Investment Committee and City Manager; secondly, be approved and recommended to City Council for approval by the City's Financial Oversight and Audit Committee that is assigned oversight of financial matters, and subsequently adopted by City Council.

## EXHIBIT A - INVESTMENT STRATEGY

The City's investment strategy establishes the investment objectives of each of the fund types identified in the City's Investment Policy based on the needs and characteristics of each of the funds. These encompass the following criteria in order of importance:

- a. understanding of the suitability of the investment to the financial requirements of the entity;
- b. preservation and safety of principal;
- c. liquidity;
- d. marketability of the investment if the need arises to liquidate the investment before maturity;
- e. diversification of the investment portfolio; and
- f. yield.

The City is not in the investment business as a primary means of earning revenue. Therefore, the City will not participate in active buy/sell management of the portfolio. The Investment Officer(s) will invest for specific maturities to meet the cash needs of the City. The cash available and the cash requirements for the City will be determined on a day-to-day basis by the Office of the Comptroller Department and reported to the Investment Officer(s). Cash required within ten (10) days will be invested in overnight repurchase agreements, an approved mutual fund, or an approved investment pool in order to assure immediate liquidity. Interest earned on "overnight" investments listed above will be included in the total of interest revenue to be allocated to those primary funds having both an investable equity in pooled cash and a right to earn interest based on the City's Investment Policy. To enhance liquidity, investments will be purchased but not individually or formally associated with a specific primary fund's equity in pooled cash. Any cash in excess of immediate needs (more than 10 days) will be invested in longer term investments based on the needs and restrictions associated with specific fund's equity in pooled cash, and upon prudent consideration of current market yields and trends. Interest revenue will be allocated to those funds designated by this policy based on the allocation strategy at Appendix 1 to this Exhibit.

### SPECIFIC CITY FUNDS

#### a. General Fund

The General Fund is the primary operating fund of the City in which most activity occurs. Cash requirements are large and immediate. Investments will be made with highly liquid instruments to mature on specific dates particularly to meet payroll requirements. These investments will most frequently be of durations of less than six (6) months. Specific investments identified as appropriate are, but not limited to, U.S Treasury bills, U.S. Treasury notes, repurchase agreements, certificates of deposit, and investments in mutual funds. Cash reserves in the General Fund are established by Section 7.4 of the City Charter and are to be maintained in an amount no less than five percent (5%) of the prior year's adopted general fund operating expenditure budget. The interest on this cash reserve shall be transferred to the City's Capital Acquisition Sub fund that is a definable component

of the Capital Project Fund. This cash reserve is also available for short-term lending to other funds of the City for periods not greater than one (1) year. For emergency liquidity purposes, up to twenty-five percent (25%) of the cash reserve shall be in investments with maturities no greater than one (1) year. Specific investments identified as appropriate for maturities no greater than one (1) year are, but not limited to, treasury bills, treasury notes, repurchase agreements, certificates of deposits, and mutual funds. The remaining seventy-five (75%) of the fund shall be in investments with maturities greater than one (1) year. In order to maximize yield, these investments may be in treasury bonds. If funds lent from this fund earn interest in another fund, the interest shall be transferred to the cash reserve balance, and then transferred to the City's Capital Acquisition Sub fund.

b. Special Revenue Funds

Special Revenue Funds are used to fund special operating accounts and finance capital projects and include but are not limited to, projects funded by Federal and State grants. There will rarely be an investable equity balance in these funds. However, should the nature of the grants provide for "up front" funding and require allocation of interest income to the cash balances in the grants, specific investments identified as appropriate are the same as those identified above for the General Fund.

c. Capital Projects Funds

Capital Projects Funds are generally funded by debt instruments and other revenue sources issued or obtained by the City. Investment activity for each debt instrument may be segregated if required by law to determine if any arbitrage rebate liability may exist. Investments will be based on cash flow estimates recommended by the City's Capital Improvement Plan Director, with the approval of the Chief Financial Officer. Based on these approved recommendations, the Chief Financial Officer will estimate cash requirements and maturities for each project. The Investment Officers will then make investments to meet the cash flow requirements for each project. Interest earnings first will be recorded in the Capital Projects Fund. If interest proceeds remain in the Capital Projects funds after the project(s) is completed, these proceeds may be transferred to the Debt Service Fund to extinguish the debt whose proceeds are being invested in accordance with bond covenants. Specific investments identified as appropriate are, but not limited to, treasury bills, treasury notes, repurchase agreements, certificates of deposit, mutual funds, investment pools, and treasury bonds.

d. Debt Service Fund

A Debt Service Fund is established by the City to record revenues and expenditures related to the extinguishment of the debt through timely payment of principal and interest. The primary source of money is from property taxes and specifically pledged revenues. Investments will have a maturity of no more than one (1) year in order to meet the periodic payments as required. Specific investments identified as appropriate are, but not limited to, investment pools, mutual funds, treasury bonds, treasury bills, and certificates of deposit.

e. Enterprise Funds

Enterprise Funds are for the operational and capital needs of the El Paso International Airport (except the Passenger Facility Charge), the Mass Transit Department (Sun Metro), the International Bridges, Tax Office and Environmental Services Department. Investments may be of longer maturities based on projected cash flow requirements. Specific investments identified as appropriate are, but not limited to, investment pools, mutual funds, treasury bonds, treasury bills, and certificates of deposit.

f. Internal Service Funds

Internal Service Funds are extensions of the General Fund which are to be operated with minimal cash reserves for exigencies and, therefore, should have minimal cash balances. An Internal Service Fund that accumulates and maintains a positive cash balance in excess of One Hundred Thousand Dollars (\$100,000) will be allocated investment earnings.

g. Fiduciary Funds

Investments related to Fiduciary Funds will be made by the City as specified in the Fiduciary Fund's agreement, if applicable. Daily earnings on Fiduciary Funds will be credited to the General Fund to offset the cost of maintaining these funds.

## APPENDIX 1 TO EXHIBIT A - STRATEGY FOR ALLOCATING INTEREST TO PARTICIPATING FUNDS

### ALLOCATION OVERVIEW

Allocable interest income is the interest received for the period adjusted for accretion/amortization of investments purchased at a discount/premium as well as any bank charges incurred while pursuing a strategy of maximizing the yield on available cash. Allocable interest will be distributed ratably to particular funds based on the ratio of a fund's net pooled cash to the total net pooled cash of all participating funds. A participating fund is one that is eligible to earn interest revenue as discussed below because the fund maintains an overall positive net cash position for the period. The interest allocation is credited to the funds by a journal entry to debit Pooled Cash and credit Investment Interest Revenue.

For Enterprise Funds, "net cash" in pooled cash is the average daily balance maintained for the period by the combined Enterprise Funds by type. A fund's deficit in cash will be offset with its related funds' surpluses in cash. To the extent that there is an overall deficit for the combined funds the Enterprise Fund will be excluded from the interest allocation for that period.



## FISCAL PROJECTS – DISCUSSION OF ELIGIBILITY TO PARTICIPATE IN THE ALLOCATION OF INTEREST

### **FUND**

General Fund

### **DISCUSSION**

All components of the General Fund group earn interest. The Cash Reserve fund earnings are transferred to the Capital Acquisitions fund in the Capital Projects group.

Capital Projects

All components of the Capital Projects group earn interest if the Capital Projects have sufficient cash balances to warrant allocation. If capital projects are funded with bonded debt whose covenants require interest earnings to be transferred to the Debt Service fund, investment revenue is recorded in Capital Projects and then transferred to Debt Service.

Internal Service

Components earn interest if the fund maintains a positive cash balance in excess of One Hundred Thousand Dollars (\$100,000).

Special Revenue

Certain Special Revenue funds are eligible. Only those grants with covenants requiring allocation of interest earnings are eligible.

Agency Funds (unless specifically designated)

None are eligible to earn interest.

Regional Mobility Authority Fund

Eligible to earn interest until written notice is provided to the Camino Real Regional Mobility Authority as required by resolution dated June 19, 2007.

Debt Service

All are eligible to earn interest.

Enterprise Funds

All are eligible to earn interest except the Passenger Facility Charge monies in the Airport Enterprise fund which are kept separate in interest bearing accounts as mandated by Federal regulations.

Pension Funds

None are eligible to earn interest.

Component Units

None are eligible to earn interest.

Private-Purpose Trusts

Certain donations and bequests are eligible to earn interest.



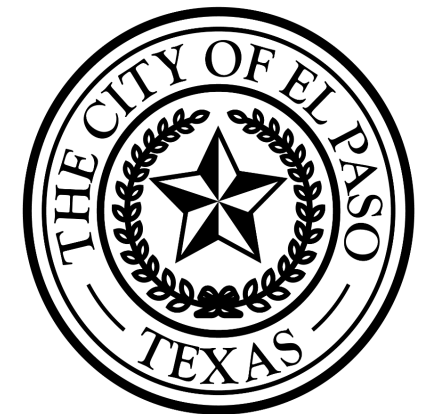
# Investment Policy

August 16, 2022

# Strategic Plan Alignment

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

- *6.6 Ensure continued financial stability and accountability through sound financial management, budgeting and reporting*



## Section 2256 Texas Government Code

- Texas Public Funds Investment Act (TPFIA)
- Written investment policy
- Resolution adopting policy

# Proposed Changes

- No proposed changes



## 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

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File #: 22-1040, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

##### **District 5**

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

#### **AGENDA LANGUAGE:**

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

Approve a Resolution to accept the annual review of the Service and Assessment Plan for the El Paso Public Improvement District No. 2 (Eastside Sports Complex), approved on October 17, 2017.

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

**DEPARTMENT:** Office of the Comptroller

**AGENDA DATE:** August 16, 2022

**CONTACT PERSON:** Margarita Munoz, Comptroller 212-1174

**DISTRICT(S):** District 5

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

**SUBJECT:**

Approve a Resolution to accept the annual review of the Service and Assessment Plan for the El Paso Public Improvement District No. 2 (Eastside Sports Complex), approved on October 17, 2017

**BACKGROUND / DISCUSSION:**

Council approved the creation of PID No. 2 on June 27, 2017. The Service and Assessment Plan and the levy of the assessment was approved on October 17, 2017, as described in Ordinance No. 018734.

As required by Chapter 372 of the Texas Local Government Code, an annual review of the Service and Assessment Plan (Plan) for Eastside Sports Complex should be held in conjunction with the annual budget hearing and adoption. No changes are recommended for the Plan, and, as a result, there is no need to update the annual budget. All assessments should remain as described in ordinance No. 018734.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Property owners within PID No. 2 are responsible for the cost of the assessment.


**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

Margarita M. Munoz, Comptroller  
Name

  
Signature

08/08/2022  
Date



## **RESOLUTION**

**WHEREAS**, Chapter 372 of the Texas Local Government Code (the “Act”) allows for the creation of public improvement districts; and

**WHEREAS**, on April 27, 2017, Ranchos Real Land Holdings, LLC., owner of real property located within El Paso Public Improvement District No. 2 (Eastside Sports Complex) delivered to the City of El Paso, Texas (the “City”) a Petition (the "Petition") to create El Paso Public Improvement District No. 2 (Eastside Sports Complex) (the "District"); and

**WHEREAS**, after providing notices required by Section 372.009 of the Act, the City Council on May 30, 2017, conducted a public hearing on the advisability of the improvements and the creation of the District; and

**WHEREAS**, on June 27, 2017, the City Council passed a Resolution authorizing and approving the creation of the El Paso Public Improvement District No. 2 Eastside Sports Complex; and

**WHEREAS**, the authorization of the District took effect on June 30, 2017 when notice of the passage of the Resolution was published in a newspaper of general circulation in the City; and

**WHEREAS**, after statutory notice was provided, on October 17, 2017, the El Paso City Council approved Ordinance No. 018734 which approved the Service and Assessment Plan and the levying of assessments for the District; and

**WHEREAS**, the Act requires an annual review and update of the service plan for the purpose of determining the annual budget for improvements; and

**WHEREAS**, the City staff has reviewed the October 17, 2017 Service and Assessment Plan and has recommended that no changes or revisions are needed to the October 17, 2017 Service and Assessment Plan.

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

That the Service and Assessment Plan for the El Paso Public Improvement District No. 2 (Eastside Sports Complex) approved on October 17, 2017, as described in Ordinance No. 018734, has been reviewed annually as required by Chapter 372 of the Texas Local Government Code, and the City Council finds that there is no need to revise the adopted Service and Assessment Plan, and, as a result, there is no need to update the annual budget and all assessments shall remain the same as described in Ordinance No. 018734.

*(Signatures appear on the following page)*

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

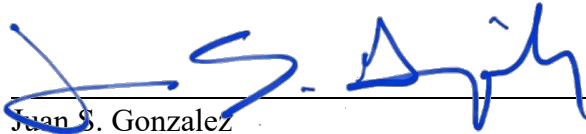
**THE CITY OF EL PASO:**

**ATTEST:**


\_\_\_\_\_  
Oscar Leaser  
Mayor

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Margarita Munoz, Comptroller  
Office of the Comptroller



# Eastside Sports Complex Phase II Annual Assessment

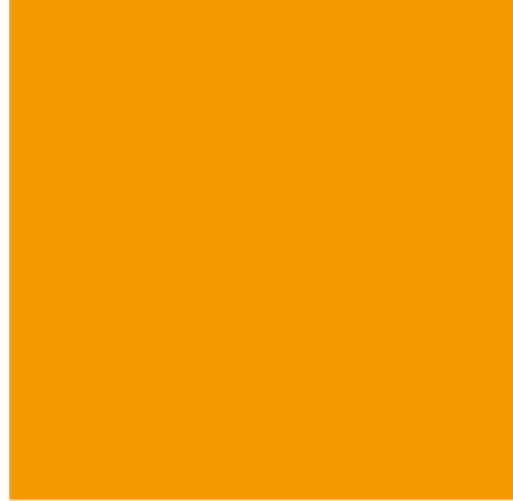
Margarita Munoz, Comptroller



# Strategic Plan Alignment

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

- *6.6 Ensure continued financial stability and accountability through sound financial management, budgeting and reporting*



# Background

- On March 16, 2016 The City entered into a development agreement with Ranchos Real Land Holdings, LLC to form a public improvement district
- The PID was created on June 27, 2017 with the purpose of funding a portion of the construction and maintenance cost associated with the Eastside Sports Complex Phase II
- A Tax Increment Reinvestment Zone (TIRZ) 9 was created on May 16, 2017 and the funds generated will also be used to pay for debt service

# Funding

- The City issued CO Series 2019 for which \$4.0 million was allocated to this authorization
- The City issued CO Series 2020 for which \$ 2.4 million was allocated to this authorization
- The City issued CO Series 2021A for which \$5.0 million was allocated to this authorization
- The City issued CO Series 2021C for which \$3.1 million was allocated to this authorization
- TOTAL AMOUNT AUTHORIZED AND ISSUED \$14,532,000

# Service and Assessment Plan

- The levy of the assessment is based in the assumption that the PID area will contain 2,250 single family residential lots.
- Each lot will pay \$200 annually for 15 years or \$3,000 one-time payment.
- The TIRZ will have a 30-year lifespan



# Assessment of PID2 and TIRZ 9

## Revenue Collection (2019-2022)\*

PID	\$ 716,161
TIRZ 9	<u>1,205,151</u>
<b>Total Revenue</b>	1,921,312

## Debt service Payments

Fiscal Year 2019	210,196
Fiscal Year 2020	344,541
Fiscal Year 2021	339,734
Fiscal Year 2022	<u>716,834</u>
<b>Total debt service</b>	1,611,305

<b>Revenue Surplus as of FY22</b>	<b>310,007</b>
Plus : FY 2023 Assessment (PID2)	446,600
Plus: FY 2023 TIRZ Projected Tax Collections	1,250,440
Less: FY 2023 Debt service Payment	<u>(716,720)</u>
<b>Surplus expected as of 8/31/2023</b>	<b>\$ 1,290,327</b>

\*As of August 8, 2022





# Mission

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



# Values

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **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



## Misión

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

## Valores

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

## Visión

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





Legislation Text

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File #: 22-1050, Version: 1

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**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, MORENO ALEJANDRO & KARLA S., 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(j)(1) of the Tax Code in the amount of \$662.92, for the property with the following legal description: 5 CORONADO OAKS #2 LOT 24 (15788.87 SQ FT).

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

**AGENDA DATE:** August 16, 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 a resolution that the Taxpayer, MORENO ALEJANDRO & KARLA S, 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(j)(1) of the Tax Code in the amount of \$662.92, for the property with the following legal description: 5 CORONADO OAKS #2 LOT 24 (15788.87 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(j)(1) of the Tax Code, the governing body of a taxing unit shall waive penalties and interest on a delinquent tax of the taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date.

**PRIOR COUNCIL ACTION:**

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

Council has considered this previously on a periodic 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

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Maria O. Pasillas*

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

## RESOLUTION

**WHEREAS**, pursuant to Section 33.011(j)(1) of the Tax Code, the governing body of a taxing unit shall waive penalties and interest on a delinquent tax of the taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date; and

**WHEREAS**, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(j)(1) must be made before the 181st day after the delinquency date; and

**WHEREAS**, pursuant to Section 33.011(d) of the Tax Code, taxpayer, MORENO ALEJANDRO & KARLA S (“Taxpayer”) requested a waiver of penalties and interest on March 15, 2021, before the 181st day after the delinquency date, in the amount of \$662.92 for the 2021 delinquent taxes for the property with the following legal description:

5 CORONADO OAKS #2 LOT 24 (15788.87 SQ FT)

**WHEREAS**, taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date.

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

**THAT** the Taxpayer, MORENO ALEJANDRO & KARLA S, 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(j)(1) of the Tax Code in the amount of \$662.92, for the property with the following legal description:

5 CORONADO OAKS #2 LOT 24 (15788.87 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:**



---

Maria O. Pasillas, RTA  
City Tax Assessor/Collector



Legislation Text

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File #: 22-1023, Version: 1

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**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.*

A Resolution that the City Manager or designee be authorized to sign a local government approval letter for nonprofit organizations conducting Emergency Solutions Grant (ESG) shelter activities, approving the emergency shelter activities provided by El Paso Center for Children, Inc. within the City of El Paso.

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

**AGENDA DATE:** 8/16/2022 (Consent)

**PUBLIC HEARING DATE:** N/A

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

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 8 – Nurture and promote a healthy, sustainable community

**SUBGOAL:** 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.**

Resolution that the City Manager or designee be authorized to sign a local government approval letter for nonprofit organizations conducting Emergency Solutions Grant (ESG) shelter activities, approving the emergency shelter activities provided by El Paso Center for Children, Inc. within 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?**

Local nonprofit homeless service providers are eligible to apply to TDHCA for State administered Emergency Solutions Grant (ESG) funding. As part of an application, nonprofits must acquire a letter from the City approving of the shelter activities to be provided under that funding. Following is a description of the shelter activities being applied for by El Paso Center for Children, Inc. to TDHCA:

The El Paso Center for Children Runaway and Homeless Youth Shelter serves to provide a safe space that connects youth to a tailored package of assistance. Core program services include providing overnight shelter, case management, life skills assistance, and transportation services. The funding request will assist the unique needs of homeless youth in the community and bridge gaps in services.

Location of shelter activities: 3700 Altura Ave., Building D, El Paso, Texas, 79930

**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? \_X\_ YES \_\_\_ NO**

**PRIMARY DEPARTMENT:** Department of Community + Human Development

**SECONDARY DEPARTMENT:** N/A

Revised 04/09/2021



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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

A handwritten signature in black ink, appearing to read "Nicole", 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:

That the City Manager or designee be authorized to sign a Local Government Approval for Nonprofit Organizations Conducting Emergency Solutions Grant (ESG) Shelter Activities letter approving the emergency shelter activities provided by El Paso Center for Children, Inc., within 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:

  
\_\_\_\_\_  
Joyce Garcia  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Nicole Ferrini, Director  
Community & Human Development



## 2022 Emergency Solutions Grants (ESG) Program Annual Application

### Local Government Approval for Nonprofit Organizations Conducting ESG Shelter Activities

Name of ESG annual allocation Applicant: El Paso Center for Children, Inc

Brief description of proposed shelter activities: The El Paso Center for Children Runaway and Homeless Youth Shelter serves to provide a safe space that connects youth to a tailored package of assistance. Our core program services include providing overnight shelter, case management, life skills assistance, and transportation services. The funding request will assist the unique needs of homeless youth in the community and bridge the gap in services.

Location of shelter activities: 3700 Altura Ave., Building D, El Paso, Texas, 79930

#### **To be completed by the city or county:**

I, Elda Rodriguez-Hefner, Office of the Comptroller Grants Administrator, duly authorized to act on behalf of the City of El Paso, Texas, hereby approve the following emergency shelter activities proposed by the ESG Applicant listed on this form, which are to be located in this jurisdiction.

\_\_\_\_Elda Rodriguez-Hefner\_\_\_\_\_

Name of Local Official Lead Agency Staff (*please print or type*)

\_\_\_\_\_

Signature of Local Official\*

Date

\_\_(915) 212-1795\_\_\_\_\_

Phone of Local Official

\_\_Rodriguez-HefnerE@elpasotexas.gov\_\_\_\_\_

Email of Local Official

\*County judge or mayor, or their official designee (such as city manager, assistant city manager, community development director or human services director). Each local government determines who has the authority to sign this document.



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 22-1059, **Version:** 2

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### **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.*

Gina Roe-Davis to the Greater El Paso Civic, Convention and Tourism Advisory Board by Mayor Oscar Leeser.



# Board Appointment Form

Submitted On: Aug 9, 2022, 11:25AM MDT

City Clerk

Appointing Office	Mayor
Type of Agenda	Consent
Date of Council Meeting	Tuesday, August 16, 2022
Agenda Posting Language	Gina Roe-Davis to the Greater El Paso Civic, Convention and Tourism Advisory Board
Name of Board/Committee/Commission	Greater El Paso Civic, Convention and Tourism Advisory Board
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Mayor Oscar Leeser
Nominee Name	Gina Roe-Davis
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Nominee Primary Phone Number	
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	NO
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	
Who was the last person to have held the position before it became vacant?	Gina Roe-Davis
Incumbent Expiration Date	September 04, 2022
Reason person is no longer in office	Term Expired
Date of Appointment	August 16, 2022
Term begins on	September 05, 2022
Expiration Date of New Appointee	September 04, 2024
Term	2nd Term
Upload File(s)	Gina Roe Davis - BIO - 2022.pdf



[www.ravemarketing.com](http://www.ravemarketing.com)

### **Gina Roe-Davis - Owner**

Gina Roe-Davis is a proud native El Pasoan that graduated with a BFA from Texas Tech University. Immediately after graduation Gina moved back to El Paso and landed a job in Radio Advertising where she quickly excelled as an Advertising Executive that led to a Local Sales Management position for Entravision Communications and eventually Event & Non Traditional Revenue Director for Regent Broadcasting. Her talent for unique event conceptualization and flawless implementation led her to branch out on her own and in 2005 Gina started RAVE Marketing & Events; a minority owned Marketing & Event Management Company.

Rave Marketing event management has included an impressive lineup of premier events such as the El Paso Downtown Street Festival, Groove & Glow 5k, Tuff Hedeman's Bull Riding Tour, Fort Bliss Summer Concert Series at the New Freedom Crossing, the Sunland Park Racetrack Derby, The United States Bowling Convention and Conference USA, Conference USA Block Party and The El Paso Chihuahua's Jersey Unveiling and Opening Day VIP party, and the Levee Project for the Papal Visit – just to name a few. Rave has also managed and coordinated Ribbon Cuttings and Groundbreakings for Tenet Healthcare, El Paso Chihuahuas, MountainStar Sports Group, Hunt Companies, WestStar Bank, the Plaza Hotel and The Fountains at Farah. Some of Rave's past & present clients include: Tenet Healthcare, El Paso Convention & Visitors Bureau, City Of El Paso, Tuff Hedeman Bull Riding, UTEP, Freedom Crossing at Fort Bliss, Hunt Companies, The Sun Bowl Association, Sunland Park Racetrack & Casino, MountainStar Sports Group and The Fountains at Farah.

Rave Marketing & Events is based out of El Paso Texas but has managed events all over the United States including Las Vegas, Nashville, & Dallas/ Fort Worth, working with such National media outlets as Fox Sports Network, Great American Country Music Network, Sony Studios and CBS College Sports Network. In 2014, Rave Marketing added a Street Team Department as an extension of the services they provide in the El Paso area giving companies the opportunity to take their promotional needs to the streets with strategic street team marketing solutions that help deliver a company's message to their target audience at a grassroots level. Rave continues to grow in all areas of entertainment and is currently the producer of the Way Out West Festival.

On her spare time, Gina loves to travel all over the US, Mexico and Europe with her husband Jimmy Davis. Gina currently sits on the Board of the Pan American Round Table of El Paso, The Greater El Paso Civic, Convention and Tourism Advisory Board and is a member of Executive Forum.



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 22-1060, **Version:** 2

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### **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 Peter Svarzbein, (915) 212-0001

#### **AGENDA LANGUAGE:**

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

Johnny Escalante to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Peter Svarzbein, District 1.



# Board Appointment Form

Submitted On: Aug 9, 2022, 11:34AM MDT

City Clerk

Appointing Office	Representative District 1
Type of Agenda	Consent
Date of Council Meeting	Tuesday, August 16, 2022
Agenda Posting Language	Re-Appointment of Johnny Escalante to the Greater El Paso Civic, Convention And Tourism Advisory Board by Representative Peter Svarzbein, District 1.
Name of Board/Committee/Commission	Greater El Paso Civic, Convention and Tourism Advisory Board
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Representative Peter Svarzbein
Nominee Name	Johnny Escalante
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Nominee Primary Phone Number	
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	YES
If so, please provide names and dates.	DOWNTOWN MANAGEMENT DISTRICT, JUNE 2020
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	
Who was the last person to have held the position before it became vacant?	Johnny Escalante
Incumbent Expiration Date	July 16, 2022
Reason person is no longer in office	Term Expired
Date of Appointment	August 16, 2022
Term begins on	July 17, 2022
Expiration Date of New Appointee	July 16, 2024
Term	2nd Term
Upload File(s)	JohnnyEscalante_Resume.pdf



johnny escalante

Dear Hiring Professional;

As my resume indicates, I have extensive experience in financial and marketing management. I account my current success in two thriving companies, Creative Growth Hospitality Group and Escalante Enterprises, to my results-driven attitude and resilience gained through calculated risks. I often employ an innate ability to utilize market research and a clear view of ROI and P&L to move the dial on success.

I attribute much of my success to the array of business choices I have made over the past six years, and both the successes and failures that came out of it. In 2014 I joined with a few partners to create a men's sneaker and attire boutique. The venture only lasted a year. We quickly learned that being too early for a trend is just as bad as being late. The El Paso market was not ready for the high-end sneaker trend. I also learned the value in choosing like-minded business partners. In 2017 we launched Born & Raised Restaurant and Bar with the Creative Growth Hospitality Group. We attempted to package a restaurant, bar, event venue and nightclub in one location. This failed attempt taught me to learn to control my ambition and that staying focused on one goal is invaluable. The cliché, less is more, truly stood out in our minds when we closed the location in late 2019.

I share my failure with you to express the fact that I am not afraid to try new ideas and learn from attempting them. I have a great skill for adapting quickly and remaining open-minded. My failures have taught me valuable lessons that have led to much of my success and resilience today.

At this point in my career, I would like to hit the next level of the learning curve. I am certain that I will be an asset to your company in this role as I apply my personal drive and results-driven attitude to future projects. I would welcome the opportunity to learn and grow alongside your team. I look forward to the opportunity to convey the expertise and commitment I offer. Thank you for your time and kind consideration.

Sincerely,

Johnny Escalante

Skills

Operations Management  
Financial Management  
Marketing Strategy  
P&L Management  
Marketing / Sales Management  
Personnel Training  
Personnel Management  
Client Relations  
Customer Service

Finance and Marketing Specialist

Results-driven executive with over 14 years of experience in financial and marketing management. Possess outstanding ability to grow revenue and increase profitability due to innate financial management skills. Employ strong ability to analysis market behavior, P&L and ROI to create successful marketing strategies and campaigns. Consistently motivate personnel while creating a positive team environment. Display excellent interpersonal and communications skills while building and fostering lasting relationships with stakeholders, vendors and members of the general public. Driven by a passion to learn and grow while achieving company goals and objectives.

Work History

03/2009 – Present  
El Paso, Texas

Creative Growth Hospitality / Co-CEO / Managing Partner

Later, Later, Lost & Found, Black Bird, J&K Presents, One : One

- Manage and oversee all operations, financial functions, and marketing for four bars, a coworking office and annual productions. Direct all creative branding, concepts and design.
- Maintain firm and constant oversight of company ROI and revenue growth, conduct in-depth research and create business and marketing strategies for continual growth and improvement.
- Conduct weekly team meetings to oversee operations, ensure branding remains on-point and guarantee smooth operations at each location.
- Coordinate logistics for J&K Presents productions with attendance in excess of 7K and vendor payouts of \$150K. Book artists and organize all production, special effects, budget and financials.
- Oversee and manage all financial operations to include monthly and quarterly taxes, bi-weekly payroll, P&L and bookkeeping. Remain informed on local and federal tax laws to maintain compliance and maximize profit.

05/2005 – Present  
El Paso, Texas

Escalante Enterprises / Marketing / Sales Director

- Direct three sales representatives; manage an annual marketing budget of \$50K and all marketing and advertising strategies. Maintain and develop strong referral base through consistent follow-up and quality customer service. Oversee interior design for remodels and new construction.
- Conduct client relations with top-tier product brands, vendors and insurance companies to build strategic partnerships and garner new referrals.
- Key Achievements: Transitioned operations and marketing efforts to digital systems and strategies which resulted in exceptional revenue increase. Strategic vendor relations resulted in landing a contract for referrals with an elite national contractor.

Work History (cont'd)

03/2017 – 12/2019 El Paso, Texas	<b>Born &amp; Raised Restaurant and Bar</b> / Co-Owner / Managing Partner <ul style="list-style-type: none"><li>→ Directed strategic planning, creative design and concepts marketing, and financial functions. Served as the Talent Buyer and Artist Relation Manager.</li><li>→ Learned the value of focused attention while managing several concepts in one location. Team of partners didn't focus on one concept and the venue suffered.</li></ul>
10/2014 – 12/2015 El Paso, Texas	<b>High Point</b> / Co-Owner / Store Manager <ul style="list-style-type: none"><li>→ Managed all aspects of hiring and training personnel and marketing for a men's sneaker and clothing boutique. Served as a men's buyer while staying on top of pop culture market trends. Utilized strong leadership skills to manage a diverse staff.</li><li>→ Learned the value of partnerships and choosing like-minded partners. Quickly learned being too early on a trend is the same as being late.</li></ul>

Volunteer Experience

01/2017 – Present El Paso, Texas	<b>Downtown Management District</b> / Marketing Committee Volunteer <ul style="list-style-type: none"><li>→ Contribute as a member of the Marketing Committee and participate to decision-making to improve profitability of events. Oversee downtown events; manage and execute event budgets.</li><li>→ Create social media plans based on specific market research; advise board on budgeting and financial management for events.</li><li>→ Create, oversee and manage logistics for major downtown events and festivals resulting in more traffic to the district and economic boost for businesses, parking garages and street vendors.</li></ul>
10/2015 – Present El Paso, Texas	<b>Progress321</b> / Marketing Volunteer <ul style="list-style-type: none"><li>→ Provide advice and recommendation on marketing strategies and guest speakers to improve member and community engagement.</li></ul>

Education

**Bachelor of Business in Marketing**  
University of Texas at El Paso

finance  
creative  
marketing  
strategy  
hospitality  
executive



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 22-1062, **Version:** 2

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### **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 Peter Svarzbein, (915) 212-0001

#### **AGENDA LANGUAGE:**

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

Hala Abdel-Jaber to the Civil Service Commission by Representative Peter Svarzbein, District 1.



# Board Appointment Form

Submitted On: Aug 9, 2022, 01:34PM MDT

City Clerk

Appointing Office	Representative District 1
Type of Agenda	Consent
Date of Council Meeting	Tuesday, August 16, 2022
Agenda Posting Language	Appointment of Holly AbdelJaber to the Civil Service Commission by Representative Peter Svarzbein, District 1.
Name of Board/Committee/Commission	Civil Service Commission
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Representative Peter Svarzbein
Nominee Name	Holly AbdelJaber
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Nominee Primary Phone Number	
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	NO
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	N/A
Who was the last person to have held the position before it became vacant?	Dr. Laura Alpern
Incumbent Expiration Date	January 31, 2025
Reason person is no longer in office	Resigned
Date of Appointment	August 16, 2022
Term begins on	February 01, 2022
Expiration Date of New Appointee	January 31, 2025
Term	Unexpired Term
Upload File(s)	Abdeljaber Hala- RESUME.pdf

# Hala Abdel – Jaber

## EDUCATION

### Ohio State University- Michael E. Mortiz College of Law

Columbus, OH

*Candidate for Juris Doctor, May 2022*

- *Ohio State Business Law Journal*, Editor-in-Chief Elect, Publishing Author
- Inter Professional Council, Diversity and Inclusion Chair
- Middle Eastern Law Student Association, Vice President, Co-Founder
- Business Law Society, Member
- Student Bar Association, Honor Council 3L Delegate

### The University of Texas at El Paso (UTEP)

*B.A., Political Science, with a focus on Political Science and Legal Reasoning, December 2017*

- Alpha Xi Delta, *Chapter Adviser, Vice President of Public Relations, Corresponding Secretary, Social Chair*
- Panhellenic Executive Council, *Vice President of Chapter Relations and Recruitment*
  - Rewrote and implemented Panhellenic constitution and bylaws
  - Created a judicial council for formal judiciary processes
- Student Government Association (SGA), *Senator-at- Large, Document Review Committee Chair*
  - Wrote student policies for the Concealed Carry Policy on UT Campuses
- The University of Texas System – Bill Archer Fellow/ Ambassador
- High School Debate coach

## PROFESSIONAL EXPERIENCE

### The Ohio State University Moritz College of Law

Columbus, OH

Research Assistant to Professor Guy Rub

Spring semester, 2021

Research Assistant to Professor Ric Simmons

Summer 2020

- Aided in the creation of [chooseyourjudges.org](http://chooseyourjudges.org)
- Researched the impact of private criminal adjudication

### Valenzuela Law Firm

El Paso, TX

*Summer Legal Associate*

Summer 2020

### U.S House Committee on Homeland Security

Washington, D.C

*Congressional Intern*

Jan. 2017- April 2017

- Researched and prepared memorandums on regarding the committee interest

### Texas Civil Rights Project

El Paso, TX

*Law Clerk*

Sept. 2016 – Dec 2016

- Researched Civil Rights issues on the Federal level
- Evaluated possible legal cases for indigent individuals with civil rights claims, both in Spanish and English

## ADMINISTRATIVE EXPERIENCE

**Ethos Financial**, Executive Assistant/Office Manager, Feb. 2019- Aug. 2019

El Paso, TX

**Graham Capital Strategies**, Sales Support Assistant/ Executive Assistant, Jan. 2018- Jan. 2019

El Paso, TX

**Robles, Bracken, & Hughes L.L.P.** Receptionist, June 2015– June 2016

El Paso, TX

## LANGUAGES

English (Native)

Arabic (Fluent)

Spanish (Fluent)





Legislation Text

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File #: 22-1022, Version: 1

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**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.*

Tax refund to Eduardo Luna, in the amount of \$3,615.08 for an overpayment made on July 17, 2022 of 2021 taxes. (Geo. # E014-999-0920-0100). This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00.

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

**AGENDA DATE:** August 16, 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.

Tax refund to Eduardo Luna, in the amount of \$3,615.08 for an overpayment made on July 17, 2022 of 2021 taxes. (Geo. # E014-999-0920-0100). This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00.

**BACKGROUND / DISCUSSION:**

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?

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

**PRIOR COUNCIL ACTION:**

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?

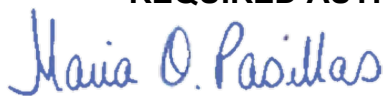
**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**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 OFFICE  
RECEIVED

JUL 24 2022

## THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

## APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

## APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To:  Eduardo Luna		Phone: HOME: 915-309-9189 WORK:		Property ID# (One application per account)  151323 E014-999-0920-0100	
Address (mail refund to :)  3212 Clyde Rd, El Paso, TX 79925		Property Address: And/or Legal Description: 3301 Tularosa, El Paso, TX 79903, 92 East El Paso 1 & 2			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2021	7-17-2022			3,615.08	3615.08
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)					3615.08

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR  
bank statement showing item cleared (both the bank & taxpayer name must appear)

## REASON FOR OVERPAYMENT:

I am making periodic payments for my mother in law. For this last payment, I incorrectly entered the total amount due of \$3615.08. The amount should have been \$250.00. I am requesting a refund for this overpayment. The incorrect amount entered depleted by checking account and need the refund as soon as possible. Thank you.

"I certify that information given to obtain this refund is true and correct."

Requestor signature:

Date: 7-25-2022

Eduardo Luna

Printed name:

Title:

Any person knowingly submitting false entries is subject to: (1) imprisonment of 2 to 10 years, or \$5,000 fine, or both;

(2) imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:

( ) REFUND APPROVED

Tax Office Approval:

Hana O. Pasillas

Date:

7/25/22

fina 7/26/22

Date:

(Placed on City Council Agenda over \$2,500)

( ) DISAPPROVED

( ) Returned to sender

( ) See below/attached

( ) Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.

( ) Record of overpayment not found on this property.

( ) Property not found as identified, resubmit after correction.

( ) Other:

Notes

Go To :

MACK  
ACT80122 v1.91

08/08/2022 12:11:19  
ACTEP

DEPOSIT

Remittance

Detail

## Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
EC071822	E01499909200100				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC071822	07/17/2022	50810012	CC004553631	EC	\$3,615.08	\$250.01	LG	E01499909200100	31404831-EDDIE LUNA
	EC071822	07/17/2022	50810012	CC004553631	EC	\$3,615.08	\$3,365.07	PA	E01499909200100	31404831-EDDIE LUNA
	EC071822	07/17/2022	50810011	CC004553625	EC	\$250.00	\$250.00	PA	E01499909200100	31404830-EDDIE LUNA
	R0307221167	07/17/2022	50810012	CC004553631	EC	\$0.00	\$2,029.06	TR	E01499909200100	31404831-EDDIE LUNA
	R0307221167	07/17/2022	50810012	CC004553631	EC	\$0.00	\$2,029.06	TR	E01499909200100	31404831-EDDIE LUNA
	R0307221167	07/17/2022	50810012	CC004553631	EC	\$0.00	\$1,336.01	TR	E01499909200100	31404831-EDDIE LUNA
	R0307221167	07/17/2022	50810012	CC004553631	EC	\$0.00	\$1,336.01	TR	E01499909200100	31404831-EDDIE LUNA
	RC220726	07/17/2022	50810012	CC004553631	EC	\$3,615.08	\$3,615.08	TR	E01499909200100	31404831-EDDIE LUNA
	RC220726	07/17/2022	50810012	CC004553631	EC	\$3,615.08	\$3,615.08	TR	E01499909200100	31418214-LUNA EDUAR
	EC010322	12/31/2021	48879465	CC004063990	EC	\$185.32	\$185.32	PA	E01499909200100	30431256-EDUARDO LUN
	EC112921	11/26/2021	48241982	CC003938105	EC	\$400.00	\$400.00	PA	E01499909200100	30189144-EDUARDO LUN
	EC05212185	05/21/2021	47429672	CC003763413	EC	\$400.00	\$400.00	PA	E01499909200100	29823935-EDUARDO LUN

Applied Total

\$54,720.39



Legislation Text

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File #: 22-1041, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

Parks and Recreation, Benjamin E. Fyffe, (915) 212-1766

**AGENDA LANGUAGE:**

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

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

**Award Summary:**

The award of Solicitation No. 2022-0517 Fitness Equipment Maintenance and Repair Services to Delgado's Repair and Maintenance for an initial term of three (3) years for a total estimated award of \$105,000.00. The award also includes a two (2) year option for an estimated amount of \$70,000.00. The total value of the contract is, including the initial term plus the option for a total of two (2) years, for an estimated amount of \$175,000.00. The award will allow the Parks and Recreation Department to have access to repair services for all fitness equipment located at each of the City's recreational facilities.

**Contract Variance:**

No contract variance.

Department:	Parks and Recreation
Vendor:	Delgado's Repair and Maintenance
	El Paso, TX
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$35,000.00
Total Estimated Award:	\$175,000.00 (5 years)
Account No.:	522150 - 451 - 1000 - 51230 - P5106
Funding Source:	General Fund
District(s):	All

This is a Low Bid Requirements contract.

The Purchasing & Strategic Sourcing and Parks and Recreation Departments recommend award as indicated to Delgado's Repair and Maintenance, the sole lowest responsive and responsible bidder.



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

**AGENDA DATE:** August 16, 2022  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

Benjamin E. Fyffe, Managing Director, Parks and Recreation, (915) 212-1766  
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** NO. 4 – Enhance El Paso's Quality of Life Through Recreational, Cultural and Educational Environments

**SUBGOAL:** 4.2 – Create innovative recreational, educational and cultural programs

**SUBJECT:**

The award of solicitation 2022-0517 Fitness Equipment Maintenance and Repair Services to Delgado's Repair and Services for an initial term of three (3) years for an estimated amount of \$105,000.00. The award also includes, a two (2) year option for an estimated amount of \$70,000.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$175,000.00. This contract will supply the El Paso Parks and Recreation Department with maintenance and repair services for fitness equipment located at the City's recreational facilities.

**BACKGROUND / DISCUSSION:**

The award will allow the Parks and Recreation Department to have access to repair services for all fitness equipment located at each of the City's recreational facilities.

**SELECTION SUMMARY:**

Solicitation was advertised on April 5, 2022 and April 19, 2022. The solicitation was posted on City website on April 5, 2022. The email (Purmail) notification was sent out on April 7, 2022. There were a total twenty-one (21) viewers online; One (1) bid was received; one (1) from local suppliers. An Inadequate Competition Survey was conducted.

**CONTRACT VARIANCE:**

There is no difference based in comparison to the previous contract.

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$105,000.00

Funding Source: General Fund

Account: 522150-451-1000-51230-P5106

2022-0517 Fitness Equipment Maintenance and Repair Services

Revised 2/23/2022-V2 – Previous Versions Obsolete

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Parks and Recreation Department  
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:



---

Benjamin E. Fyffe, Managing Director, Parks and Recreation



**COUNCIL PROJECT FORM  
(Low Bid)**

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

Please place the following item on the **CONSENT** agenda for the City Council Meeting of **August 16, 2022**.

**Strategic Goal NO. 4 – Enhance El Paso’s Quality of Life Through Recreational, Cultural and Educational Environments**

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

**Award Summary:**

The award of Solicitation No. 2022-0517 Fitness Equipment Maintenance and Repair Services to Delgado’s Repair and Maintenance for an initial term of three (3) years for a total estimated award of \$105,000.00. The award also includes a two (2) year option for an estimated amount of \$70,000.00. The total value of the contract is, including the initial term plus the option for a total of two (2) years, for an estimated amount of \$175,000.00. The award will allow the Parks and Recreation Department to have access to repair services for all fitness equipment located at each of the City’s recreational facilities.

**Contract Variance:**

No contract variance

Department:	Parks and Recreation
Vendor:	Delgado’s Repair and Maintenance El Paso, TX
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$35,000.00
Total Estimated Award:	\$175,000.00 (5 years)
Account No.:	522150 – 451 – 1000 – 51230 - P5106
Funding Source:	General Fund
District(s):	All

This is a Low Bid Requirements contract.

The Purchasing & Strategic Sourcing and Parks and Recreation Department recommends award as indicated to Delgado’s Repair and Maintenance, the sole lowest responsive and responsible bidder. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

\*\*\*\*\*



# CITY OF EL PASO BID TABULATION FORM



Project Name: Fitness Equipment Maintenance and Repair Services

Solicitation #: 2022-0517

Bid Opening Date: May 4, 2022

Department: Parks and Recreation

		Delgado's Repair and Maintenance EL PASO, TX			
Part A: Parts		Bidder 1 of 1			
Item No.	Description	Price Adjustment Factor	Price List or Catalog	Type of Price List	
1.	Cybox	_____ NET OR _____ 20 % Discount OR _____ % Mark-up	<u>CyBex International</u> (Note Manufacturer or Brand Name, as applicable)  List Number: <u>2018-2021 Sportsman</u>  Date: <u>01/19/2018</u>	_____ Wholesale <u>X</u> _____ Distributor _____ Jobber _____ Dealer _____ Retailer  _____ Other	
2.	Precor	_____ NET OR _____ 20 % Discount OR _____ % Mark-up	<u>Precor</u> (Note Manufacturer or Brand Name, as applicable)  List Number: <u>2018-2021 Sportsman</u>  Date: <u>01/19/2018</u>	_____ Wholesale <u>X</u> _____ Distributor _____ Jobber _____ Dealer _____ Retailer  _____ Other	

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED: /s/  
DATE: 7/29/2022



# CITY OF EL PASO BID TABULATION FORM



Project Name: Fitness Equipment Maintenance and Repair Services

Bid Opening Date: May 4, 2022

Solicitation #: 2022-0517

Department: Parks and Recreation

		Delgado's Repair and Maintenance EL PASO, TX			
Part A: Parts		Bidder 1 of 1			
Item No.	Description	Price Adjustment Factor	Price List or Catalog	Type of Price List	
3.	Promaxima	<input type="checkbox"/> NET OR <input checked="" type="checkbox"/> 20 % Discount OR <input type="checkbox"/> % Mark-up	<u>Promaxima</u> (Note Manufacturer or Brand Name, as applicable) List Number: <u>2018-2021 Sportsman</u> Date: <u>01/19/2018</u>	<input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Distrubutor <input type="checkbox"/> Jobber <input type="checkbox"/> Dealer <input type="checkbox"/> Retailer  <input type="checkbox"/> Other	
2.	Hoist	<input type="checkbox"/> NET OR <input checked="" type="checkbox"/> 20 % Discount OR <input type="checkbox"/> % Mark-up	<u>Hoist</u> (Note Manufacturer or Brand Name, as applicable) List Number: <u>2018-2021 Sportsman</u> Date: <u>01/19/2018</u>	<input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Distrubutor <input type="checkbox"/> Jobber <input type="checkbox"/> Dealer <input type="checkbox"/> Retailer  <input type="checkbox"/> Other	
Part B: Service Labor Rates					
	Regular Hours	<u>\$45.00</u> Per Hour			

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED: /s/  
DATE: 7/29/2022



# CITY OF EL PASO BID TABULATION FORM



Project Name: Fitness Equipment Maintenance and Repair Services

Bid Opening Date: May 4, 2022

Solicitation #: 2022-0517

Department: Parks and Recreation

		Delgado's Repair and Maintenance EL PASO, TX					
Part C: Sample Pricing		Bidder 1 of 1					
Item No.	Description/ Manufacturer Part Number	Bidder's Part Number	Price List (before Discount or Mark-up)	City's Price (after Discount or Mark-up or Net) (A)	Price List or Catalog  (B)	Type of Price List  (A+B)	
1.	Cybrex Recumbent Bike Battery	<u>P11EC18267</u>	\$45.00	\$36.00	\$45.00	\$81.00	
2.	Running Belt for Precor Treadmill 9321	<u>P06363551185</u>	\$269.00	\$215.20	\$45.00	\$260.20	
3.	Cables for ProMaxima Strength Machines	<u>P190828</u>	\$75.00	\$60.00	\$45.00	\$105.00	
4.	Hoist Leg Press/Calf Raise HD-3403 Cable Pulley	<u>010-01C0428</u>	\$90.00	\$72.00	\$45.00	\$117.00	
5.	Sports Art Elliptical Foot Pedal	<u>38003425</u>	\$69.00	\$55.20	\$45.00	\$100.20	
TOTAL COST (ITEMS 1 - 5)						\$663.40	

		Delgado's Repair and Maintenance EL PASO, TX					
Part D: Sample Pricing		Bidder 1 of 1					
Item No.	Item Description	Annual Visits per Facilities (A)	Number of Facilities in Category (B)	Number of Hours per Visit (C)	Hourly Rate (if Applicable) (D)	Total Annual Amount per Category (AxBxCxD)= Total Price	
1.	Category 1 Facilities PM	4	12	<u>3</u>	\$45.00	\$6,480.00	
2.	Category 2 Facilities PM	2	5	<u>3</u>	\$45.00	\$1,350.00	
3.	Category 3 Facilities PM	1	10	<u>2</u>	\$45.00	\$900.00 Bidder \$90.00	
SUB-TOTAL COST (ITEMS 1 - 3)						\$8,730.00 Bidder \$7,920.00	
GRAND TOTAL (Total Part C and Part D)						\$ 9,393.40 Bidder \$ 8,583.40	

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED:     /s/      
DATE: 7/29/2022



# CITY OF EL PASO BID TABULATION FORM



Project Name: Fitness Equipment Maintenance and Repair Services

Bid Opening Date: May 4, 2022

Solicitation #: 2022-0517

Department: Parks and Recreation

	<p align="center"><b>Delgado's Repair and Maintenance EL PASO, TX</b></p>	
<p>OPTION TO EXTEND THE TERM OF AGREEMENT 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 TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</p>	<p align="center"><b>Bidder 1 of 1</b></p>	
<p>BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:</p> <p>TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT:</p>	<p align="center"><input checked="checked" type="checkbox"/></p>	
<p align="center"><b>NO OPTION OFFERED</b></p>	<p align="center"><input type="checkbox"/></p>	
<p>BID SOLICITED: 6    LOCAL BIDS SOLICITED: 6    BIDS RECEIVED: 1    LOCAL BIDS RECEIVED: 1    NO BID: 0</p>		

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED:       /s/        
DATE: 7/29/2022

## 2022-0517 Fitness Equipment Repair and Maintenance

### Bidders List

#### **Alberto Delgado Fitness Repair**

12437 Kari Anne

El Paso, Tx 79928

[adelga01.ad@gmail.com](mailto:adelga01.ad@gmail.com)

#### **El Paso Pro Sports Wear**

2117 Montana Ave

El Paso, TX 79903

Attn: Fernando Pena

[eppsports@sbcglobal.net](mailto:eppsports@sbcglobal.net)

#### **Diverse Mobility Technologies**

11687 Stone Castle

El Paso, Tx 79936

[service@diversetechnologies.net](mailto:service@diversetechnologies.net)

#### **The Fitness Repair Company**

Attn: Daniel Burke

[dburke@fitrepairco.com](mailto:dburke@fitrepairco.com)

#### **Team Sports Alliance**

4244 Loma Taurina Dr.

El Paso, Tx 79934

[tsportsa@att.net](mailto:tsportsa@att.net)

#### **The Fitness Superstore**

7410 Remcon Cir.

El Paso, TX 79912

Attn: Axel Johnson

[axel@thefitnesssuperstore.com](mailto:axel@thefitnesssuperstore.com)



Legislation Text

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File #: 22-1030, Version: 1

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**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**

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 on a Resolution that the City of El Paso recognizes Eastwood High School senior, Alexis Montes, for finishing second at the USMC/USAW Junior and Cadet National Championships in Fargo, North Dakota and wishes her a successful last wrestling season as a Trooper.

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

**DEPARTMENT:** Mayor and Council

**AGENDA DATE:** Tuesday, August 16, 2022

**CONTACT PERSON NAME AND PHONE NUMBER:**

City Representative Henry Rivera, District 7- 915.212.0007

**DISTRICT(S) AFFECTED:** 7

**STRATEGIC GOAL:** Goal 4 - Enhance El Paso's Quality of Life Through Recreational, Cultural & 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 on a resolution that the City of El Paso recognizes Eastwood High School senior, Alexis Montes, for finishing second at the USMC/USAW Junior and Cadet National Championships in Fargo, North Dakota and wishes her a successful last wrestling season as a Trooper.

**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?

**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

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*



## **RESOLUTION**

**WHEREAS**, in February 2021, Eastwood wrestler Alexis Montes, one of El Paso's top female wrestlers, lost her father Moroni Montes to COVID-19 complications, and now uses her late father as extra motivation to continue to do great things; and

**WHEREAS**, on April 10, 2021, as a sophomore, Alexis Montes led the Eastwood Troopers to a District 1-6A Championship; and

**WHEREAS**, Alexis, who is now a senior at Eastwood High School, missed her junior season as she recovered from surgery on both knees and was cleared to wrestle in May 2022; and

**WHEREAS**, Alexis finished second at the USMC/USAW Junior and Cadet National Championships held from July 15-22, 2022 in Fargo, North Dakota; and

**WHEREAS**, Alexis went 5-1 at the tournament, which included a semifinal win against Isabella Marie Gonzales of California; and

**WHEREAS**, Montes was part of Team Texas, which finished fifth overall; and

**WHEREAS**, after taking a loss to Juliana Diaz of Florida in the championship match, Alexis says she is using the experience to continue moving forward and finish her high school career on a strong note; and

**WHEREAS**, at the national tournament in Fargo, North Dakota, Alexis received three college offers to wrestle.

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

That the City of El Paso recognizes Eastwood High School senior, Alexis Montes, for finishing second at the USMC/USAW Junior and Cadet National Championships in Fargo, North Dakota and wishes her a successful last wrestling season as a Trooper.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE CITY OF EL PASO:


\_\_\_\_\_  
Oscar Leeser, Mayor

ATTEST:

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Laura D. Prine  
City Clerk

APPROVED AS TO FORM:



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Karla Muñoz  
Assistant City Attorney

# Eastwood wrestler Alexis Montes finishes second at national tournament



Felix F. Chavez

El Paso Times

[View Comments](#)



Eastwood wrestler Alexis Montes, one of El Paso's top female wrestlers, finished second at the USMC/USAW Junior and Cadet National Championships in Fargo, North Dakota.

Montes went 5-1 at the tournament, which included a semifinal win against Isabella Marie Gonzales of California. She lost to Juliana Diaz of Florida in the championship match, 6-2. Montes was competing in the 117-pound division. It was her first appearance at the tournament in Fargo.

"I felt good," Montes said. "This tournament had some of the best wrestlers in the nation, and I felt like I made a lot of progress during the tournament. I just stayed focused throughout and it was a tough loss in the finals, but I can learn from it and use that experience going forward."



Montes was part of Team Texas, which finished fifth overall. Montes, who will be a senior at Eastwood, missed her junior season at Eastwood as she recovered from surgery on both knees. She was cleared to wrestle in May, and she feels 100%.

"My knees are better and I'm excited to be back doing what I love," said Montes, a two-time state qualifier for the Troopers. "I'm ready to move forward and finish my high school career on a strong note. The national tournament in North Dakota was great in that I received three college offers to wrestle and that was important to me. I was nervous that by missing my junior year due to injury, that would hurt the recruiting process."

*Felix F. Chavez may be reached at 915-546-6167; [fchavez@elpasotimes.com](mailto:fchavez@elpasotimes.com); [@Fchavezetimes](https://twitter.com/Fchavezetimes) on Twitter.*



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 22-1031, **Version:** 1

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### **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**

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 on a Resolution that the City of El Paso celebrates the month of August as Ysleta High School 95th Anniversary Month in honor and commemoration of Ysleta High School's 95th year serving El Paso's Mission Valley.

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

**DEPARTMENT:** Mayor and Council

**AGENDA DATE:** Tuesday, August 16, 2022

**CONTACT PERSON NAME AND PHONE NUMBER:**

City Representative Henry Rivera, District 7- 915.212.0007

**DISTRICT(S) AFFECTED:** 7

**STRATEGIC GOAL:** Goal 4 - Enhance El Paso's Quality of Life Through Recreational, Cultural & 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 on a resolution that the City of El Paso celebrates the month of August as Ysleta High School 95th Anniversary Month in honor and commemoration of Ysleta High School's 95th year serving El Paso's Mission Valley.

**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?

**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

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

## **RESOLUTION**

**WHEREAS**, Ysleta High School was established in 1927 as Ysleta Independent School District's first high school; and

**WHEREAS**, this year marks the 95<sup>th</sup> year that Ysleta High School has been serving El Paso's Mission Valley; and

**WHEREAS**, tens of thousands of students have walked through the doors of Indian Country; and

**WHEREAS**, several local public figures and elected officials have graduated from Ysleta High School, including Former County Judge Alicia R. Chacón, Former State Senator Tati Santiesteban, El Paso County District Clerk Norma Favela Barceleau, philanthropist Woody Hunt, artist Bobby Fuller, Fox Jukebox Anchor Mike Guerrero, News Anchor Erika Castillo, TV Personality Flor Guerrero, County Commissioner Carlos Leon, Former NBA Basketball Player Rafael Palomares, Former City Councilman Eddie Holguin, Radio Personality Armando Medina, Former Green Bay Packers player Jesse Whittenton, Fallen El Paso Police Department Officer David Ortiz, Former YISD Trustee Marty Reyes, Former El Paso County Commissioner Tania Chozet, County Court at Law #7 Judge Ruben Morales, Former Ysleta del Sur Governors Albert Alvidrez & Carlos Hisa, Former City Councilman and Private Investigator Jay J. Armes, and many others who have contributed to the El Paso community; and

**WHEREAS**, Ysleta High School was named a Texas Education Agency (TEA) Exemplary School in 2017 & 2019; and

**WHEREAS**, in 2017, on their 90<sup>th</sup> anniversary, Ysleta High School opened the Ysleta High School Early College Academy; and

**WHEREAS**, Ysleta High School's 95<sup>th</sup> school year commenced on August 1, 2022; and

**WHEREAS**, the 95<sup>th</sup> anniversary of Ysleta High School serves as a reminder to all students and alumni that "Once an Indian, always an Indian!"

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

1. That the City of El Paso celebrates the month of August as Ysleta High School 95<sup>th</sup> Anniversary Month in honor and commemoration of Ysleta High School's 95<sup>th</sup> year serving El Paso's Mission Valley.

*(Signatures on following page)*

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser, Mayor

ATTEST:

\_\_\_\_\_  
Laura D. 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

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**File #:** 22-1068, **Version:** 1

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### **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 Aleksandra 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 Santos family and the Fox Plaza Food City Supermarket, staff, and customers for the impact they have made since 1972 on past and future generations of El Paso citizens.

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

**DEPARTMENT:** MAYOR AND COUNCIL

**AGENDA DATE:** August 16, 2022

**CONTACT PERSON NAME AND PHONE NUMBER:**

City Representative Aleksandra Annello, 915-212-0002

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** (Goal 8 - Nurture & Promote a Healthy, Sustainable 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.

Discussion and action to recognize the Santos family and the Fox Plaza Food City Supermarket, staff, and customers for the impact they have made since 1972 on past and future generations of El Paso citizens.

**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?

Fox Plaza Food City Supermarket plans on closing its doors after 50+ years of service to the community.

**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

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

## RESOLUTION

**WHEREAS**, in 1964, José Santos began his legacy in the grocery business by founding his first store, El Rancho Mart, on South Stanton Street and soon extended his service throughout the El Paso community through the opening of Food City Supermarkets across the city; and

**WHEREAS**, the Fox Plaza Food City Supermarket became a landmark in the South-Central neighborhood, providing quality merchandise and homemade food, while ownership imparted on its customers a sense of home and comfort; and

**WHEREAS**, three generations of the family business and the employees created an environment that welcomed all who walked through the doors of the store, spreading an El Paso warmth with the kind gestures they shared and their attentiveness to people; and

**WHEREAS**, the Santos family and their grocery store poured their never-ending generosity out into the community, giving to local churches, public schools, and city organizations on numerous occasions, exhibiting their love for El Paso's people in their effort to continually help others; and

**WHEREAS**, in August 2022, the Fox Plaza Food City Supermarket plans on closing its doors after serving El Paso for 50 years, leaving its influence in the hearts of those it gave to;

### **NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF EL PASO:**

1. Recognizes the Santos family and the Fox Plaza Food City Supermarket for the impact they have made since 1972 on past and future generations of El Paso citizens;
2. Recognizes the staff of the business for their hard work throughout the years and devotion to establish a store that strove to continuously be of benefit for those it served;
3. Recognizes the customers for their support for the South-Central location and prolonging the difference it made in the community, cementing the store's legacy in El Paso.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser, Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:



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Karla Muñoz  
Assistant City Attorney



Legislation Text

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File #: 22-1045, Version: 1

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**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, Lindsey Adams, (915) 212-1622

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.*

Presentation, discussion and action on the City of El Paso's legislative agenda for the 88th Regular Session of the Texas State Legislature.

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

**AGENDA DATE:** August 16, 2022

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Lindsey Adams, 915-212-1622  
Elizabeth Triggs, 915-212-0094

**DISTRICT(S) AFFECTED:** All Districts

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

**SUBGOAL:** N/A

**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.**

Presentation, discussion and action on the City of El Paso's legislative agenda for the 88th Regular Session of the Texas State Legislature.

**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?**

Prior to the convening of each biennial State legislative session, the City Council of the City of El Paso identifies policy priorities and legislative initiatives that it would like the Texas Legislature to address during its legislative session. These priorities and initiatives are adopted and compiled into the City's Legislative Agenda which is shared with the City's legislative delegation and additionally used to guide staffs' activity during the legislative session. The legislative team has begun the process of identifying issues for the upcoming 88th Legislative Session, which is set to begin on January 10, 2023, by working with City departments to consider recommendations for inclusion in the draft of the City's proposed legislative agenda. This presentation and discussion is an update on the process of further identifying and refining policy priorities and initiatives for the Council's future adoption of the City's legislative agenda for the 88th Regular Session of the Texas State Legislature.

**PRIOR COUNCIL ACTION:**

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

City Council adopts a Legislative Agenda for each biennial State legislative session and receives regular updates from City staff on legislative activity during the State's regular and special sessions. City Council most recently received a legislative briefing to initiate this process on May 9, 2022.

**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: City Manager’s Office

SECONDARY DEPARTMENT: City Attorney’s Office

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD: Elizabeth Triggs



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



Legislation Text

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File #: 22-1007, Version: 1

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**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, Jorge Olmos, (915) 212-1607

**AGENDA LANGUAGE:**

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

An Ordinance vacating a 1,947 square-foot portion of Grandview Avenue located within Block 7, Highland Park Addition, City of El Paso, El Paso County, Texas.

Subject Property: 1901 Grandview Ave.

Applicant: Physician Reliance, LLC SURW22-00003



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

**AGENDA DATE:** August 16, 2022

**PUBLIC HEARING DATE:** August 30, 2022

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Jorge Olmos, (915) 212-1607

**DISTRICT(S) AFFECTED:** District 8

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

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

**SUBJECT:**

An Ordinance vacating a 1,947 square-foot portion of Grandview Avenue located within Block 7, Highland Park Addition, City of El Paso, El Paso County, Texas.

Subject Property: 1901 Grandview Ave.

Applicant: Physician Reliance, LLC SURW22-00003

**BACKGROUND / DISCUSSION:**

The applicant is requesting to vacate portion of right-of-way (ROW) to allow for the development of the lot. The proposed vacation of the right-of-way (ROW) will not impact the passage of traffic through Grandview Avenue. The City Plan Commission recommended 8-0 to approve the proposed right-of-way (ROW) vacation on March 10, 2022. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  X  YES \_\_\_ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

---

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE VACATING A 1,947 SQUARE-FOOT PORTION OF GRANDVIEW AVENUE LOCATED WITHIN *BLOCK 7, HIGHLAND PARK ADDITION*, CITY OF EL PASO, EL PASO COUNTY, TEXAS**

**WHEREAS**, the abutting property owner has requested vacation of a 1,947 SQUARE-FOOT PORTION OF GRANDVIEW AVENUE located within *Block 7, Highland Park Addition*, City of El Paso, El Paso County, Texas; and,

**WHEREAS**, after public hearing the City Plan Commission has recommended a vacation of a 1,947 square foot portion of Grandview Avenue located within *Block 7, Highland Park Addition*, City of El Paso, El Paso County, Texas, and the City Council finds that said right of way is not needed for public use and should be vacated as recommended.

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

That, in consideration of the receipt by the City of El Paso of TWENTY-FIVE AND 00/DOLLARS (\$25.00) and other good and valuable consideration, the sufficiency of which is acknowledged, a 1,947 square foot portion of a Grandview Avenue located within *Block 7, Highland Park Addition*, City of El Paso, El Paso County, Texas, as further described in the attached metes and bounds description identified as Exhibit "A" and made a part hereof by reference, be and is hereby vacated, closed and abandoned.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated right of way to Physician Reliance, LLC.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.


**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 and Inspections Department

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS    }  
                                      }  
COUNTY OF EL PASO    }                    **QUITCLAIM DEED**

That in consideration of the receipt by the **CITY OF EL PASO** of Ten Dollars (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto Physician Reliance, LLC (the "Grantee"), all its rights, title, interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. \_\_\_\_\_, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF GRANDVIEW AVENUE OUT OF BLOCK 7, HIGHLAND PARK ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

**WITNESS the following signatures and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

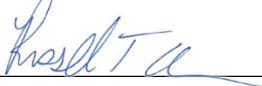
**CITY OF EL PASO:**

**ATTEST:**


\_\_\_\_\_  
Tomás González, City Manager

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning and Inspections Department

*(Acknowledgement on following page)*

## ACKNOWLEDGMENT

[illegible]

This instrument is acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Tomás González, as City Manager for the CITY OF EL PASO.

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

My Commission Expires:

**AFTER FILING RETURN TO:**  
Physician Reliance, LLC  
10101 Woodlock Forest  
**The Woodlands, Texas 77380**

**ORDINANCE NO.** \_\_\_\_\_  
22-1007-2913 | 1178403  
Planning & Zoning | Grandview ROW Vacation Ordinance Package  
RTA

RIGHT OF WAY VACATION

LOT 4 & THE WEST 8.5' OF LOT 3  
1905 GRANDVIEW AVE

FOUND "X" ON  
SIDEWALK

FOUND CITY  
MONUMENT DISK  
AT THE MONUMENT  
LINE INTERSECTION  
WITH COTTON ST.  
10' WEST OF CL

7

HIGHLAND PARK  
ADDITION

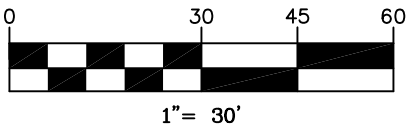
VOL. 1, PG. 54

PORTION OF BLOCKS 7, 10,  
ALLEYS, AND CLOSED STREETS

1901 GRANDVIEW AVE.  
PHYSICIAN RELIANCE  
L P  
BK. 3428, PG. 618

BEING A  
PORTION OF  
GRANDVIEW  
AVENUE

1,946 sq.ft.  
0.0447 acres



FOUND "X" ON  
SIDEWALK

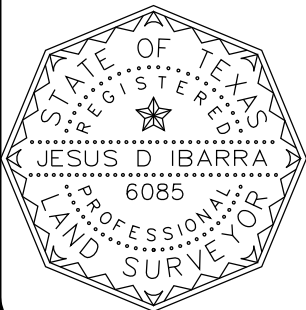
LAUREL STREET

(60' R.O.W.)

NOTES:

1. BEARING BASIS IS RECORD AS PER METES AND BOUNDS EXHIBIT MADE PART OF WARRANTY DEED RECORDED IN BOOK 3428, PAGE 618, EL PASO COUNTY DEED RECORDS AND REFERENCE BY FOUND CITY MONUMENTS SHOWN HEREIN.
2. THIS PROPERTY MAY BE SUBJECT TO EASEMENT WHETHER OF RECORD NOT. (NOT SHOWN).
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	17.00	N00°00'00"E
L2	8.00	N00°00'00"E
L3	8.00	S00°00'00"W

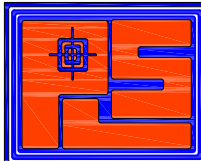


CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP WAS MADE FROM AN ACTUAL ON THE GROUND SURVEY AND THAT THE MONUMENTATION SHOWN HEREON WERE FOUND AND/OR PLACED UNDER MY PERSONAL SUPERVISION. A ALSO CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY.

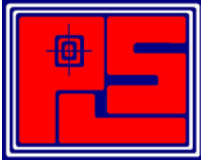
1-5-2022

JESUS D. IBARRA RPLS#6085, FIRM#10194184



PRECISION LAND SURVEYORS  
1041 VALLE DE ORO DR.  
EL PASO, TEXAS 79927  
(915)222-5227 - (575)640-0474

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# PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR.

El Paso, Texas 79927

Ph# (915) 222-5227

Being a portion of Grandview Avenue,  
Block 7, Highland Park Addition,  
City of El Paso, El Paso County, Texas  
January 5, 2022;

## METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Grandview Avenue, Block 7, Highland Park Addition, City of El Paso, El Paso County, Texas , and being more particularly described by metes and bounds as follows:

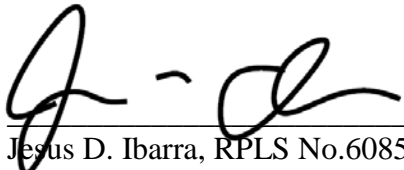
Commencing for reference at found city monument disk at the monument line intersection of Grandview Avenue (70 foot right of way), 10 feet north of centerline and Cotton Street (70 foot right of way), 10 foot west of centerline, thence along the Grandview Avenue monument line, North 90°00'00" West a distance of 838.23 feet to a point, thence leaving said monument line, North 00°00'00" East a distance of 17.00 feet to a point at the easterly right of way of Laurel Street (70 foot right of way) and the **"TRUE POINT OF BEGINNING"**.

Thence along said right of way, **North 00°00'00" East** a distance of **8.00 feet** to a found "X" on sidewalk;

Thence leaving said right of way, **South 90°00'00" East** a distance of **243.21 feet** to a found X on sidewalk;

Thence, **South 00°00'00" West** a distance of **8.00 feet** to a point at the northerly right of way of Grandview Avenue;

Thence along said right of way, **North 90°00'00" West** a distance of **243.21 feet** to **"TRUE POINT OF BEGINNING"** and containing in all **1,946 square feet** or **0.0447 acres** of land more or less.



Jesus D. Ibarra, RPLS No.6085  
January 5, 2022







## Grandview ROW Vacation



**DESCRIPTION OF REQUEST:** The applicant, who is the abutting property owner, proposes to vacate a 0.0447 acre portion of Grandview Avenue. This request will remedy the existing encroachment of a wall into City right-of-way. The right-of-way is currently paved, with no utility infrastructure.

**CASE HISTORY/RELATED APPLICATIONS:** N/A

**NEIGHBORHOOD CHARACTER:** Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	C-1 C (Commercial/condition) / Medical office
South	R-5 (Residential) / Residential development
East	R-5 (Residential) / Residential development
West	A-O SC (Apartment and Office/special contract) / Medical facility
Nearest Public Facility and Distance	
Park	Murchison Rogers Park (0.34 miles)
School	Armendariz Middle School (0.33 miles)
Plan El Paso Designation	
G-3, Post-War	
Impact Fee Service Area	
N/A	

**PUBLIC COMMENT:** Notices of the proposed right-of-way vacation were sent on February 25, 2022 to all property owners within 300 feet of the subject property. As of March 3, 2022, staff has not received any communication regarding this request.

**CITY PLAN COMMISSION OPTIONS:**

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

1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code.
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

**ATTACHMENTS:**

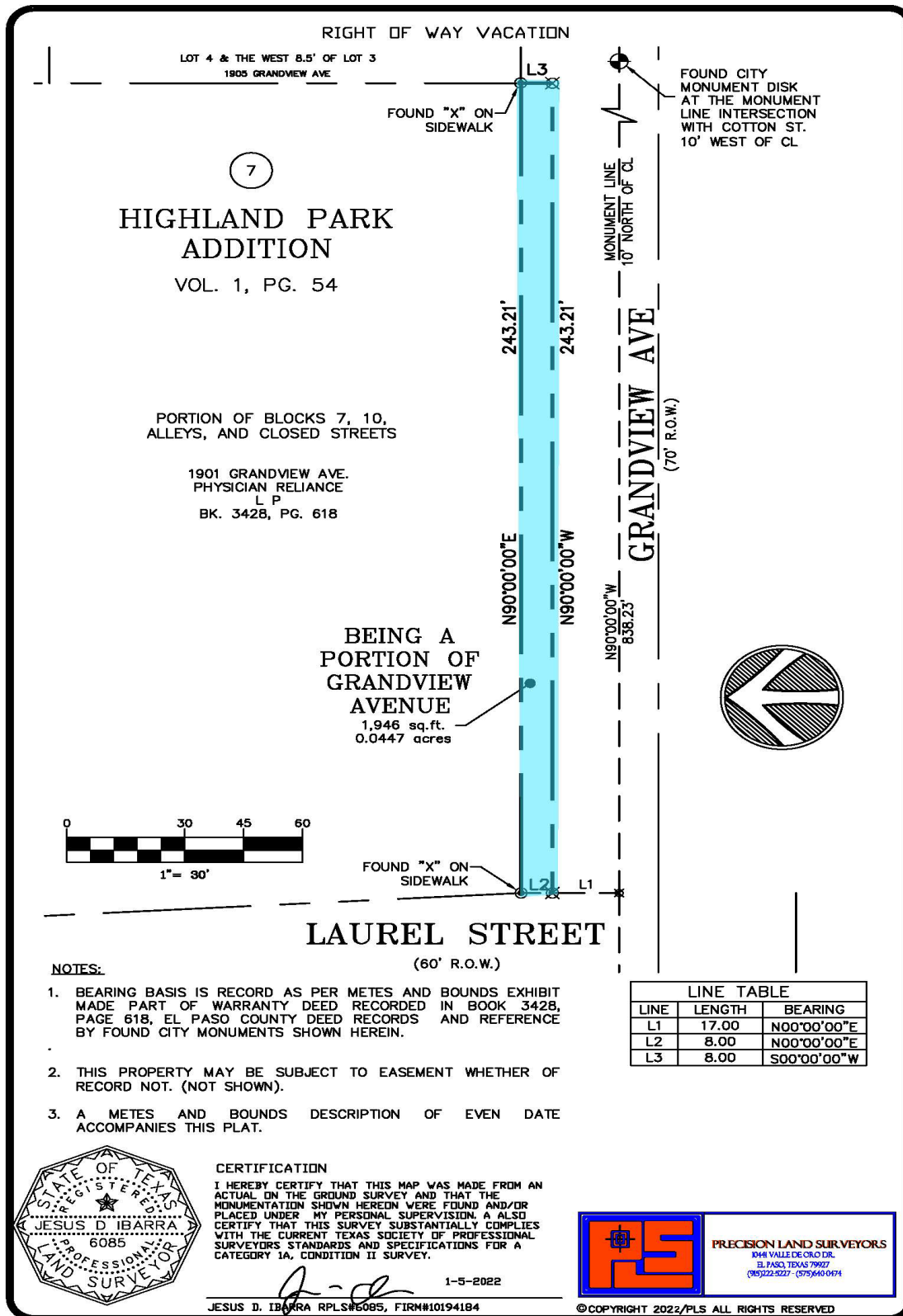


1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments
6. Letters of Opposition
7. Letter of Opposition

# ATTACHMENT 1

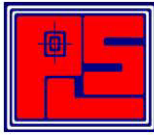


# ATTACHMENT 2





## ATTACHMENT 3



### PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR.

El Paso, Texas 79927

Ph# (915) 222-5227

Being a portion of Grandview Avenue,  
Block 7, Highland Park Addition,  
City of El Paso, El Paso County, Texas  
January 5, 2022;

#### METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Grandview Avenue, Block 7, Highland Park Addition, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at found city monument disk at the monument line intersection of Grandview Avenue (70 foot right of way), 10 feet north of centerline and Cotton Street (70 foot right of way), 10 foot west of centerline, thence along the Grandview Avenue monument line, North 90°00'00" West a distance of 838.23 feet to a point, thence leaving said monument line, North 00°00'00" East a distance of 17.00 feet to a point at the easterly right of way of Laurel Street (70 foot right of way) and the **"TRUE POINT OF BEGINNING"**.

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Thence along said right of way, **North 90°00'00" West** a distance of **243.21 feet** to **"TRUE POINT OF BEGINNING"** and containing in all **1,946 square feet** or **0.0447 acres** of land more or less.



Jesus D. Ibarra, RPLS No. 6085  
January 5, 2022



# ATTACHMENT 4

DocuSign Envelope ID: 652A8465-C795-430D-A845-7420F9CFEFD9



## VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: 01/27/2022

File No. \_\_\_\_\_

1. APPLICANTS NAME Physician Reliance, LLC  
ADDRESS 10101 Woodloch Forest Dr. The Woodlands TX ZIP CODE 77380 TELEPHONE \_\_\_\_\_
2. Request is hereby made to vacate the following: (check one)  
Street ☒ Alley ☐ Easement ☐ Other ☐  
Street Name(s) Grandview Ave Subdivision Name Highland Park  
Abutting Blocks None Abutting Lots None
3. Reason for vacation request: An existing rockwall property of Physician Reliance, LLC is abutting city ROW. The purpose of the vacation is so that the wall can be located within Physician Reliance, LLC property.
4. Surface Improvements located in subject property to be vacated:  
None ☐ Paving ☒ Curb & Gutter ☐ Power Lines/Poles ☐ Fences/Walls ☒ Structures ☐ Other ☐
5. Underground Improvements located in the existing rights-of-way:  
None ☐ Telephone ☐ Electric ☐ Gas ☒ Water ☒ Sewer ☐ Storm Drain ☐ Other ☐
6. Future use of the vacated right-of-way:  
Yards ☐ Parking ☐ Expand Building Area ☐ Replat with abutting Land ☒ Other ☐
7. Related Applications which are pending (give name or file number):  
Zoning ☒ Board of Adjustment ☐ Subdivision ☐ Building Permits ☒ Other ☐
8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
N/A	N/A	N/A

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City Ordinance.

OWNER SIGNATURE: Huy Nguyen

REPRESENTATIVE SIGNATURE: [Signature]

0E845E80E0864E7

REPRESENTATIVE (PHONE): 915-532-7272

REPRESENTATIVE (E-MAIL): quantum@qeceng.com

**NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.**

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

# **ATTACHMENT 5**

## **Planning and Inspections Department- Planning Division**

1. Provide proof of ownership for all abutting properties.

## **Planning and Inspections Department- Land Development Division**

1. Verify if sidewalk connectivity is needed in this row portion.
2. Verify compliance with ADA requirements.

## **Parks and Recreation Department**

No objections.

## **El Paso Police Department**

No objections.

## **Fire Department**

Recommend approval.

## **Streets and Maintenance Department**

TIA is not required.

## **El Paso Water**

EPWater does not object to this request.

Water:

There is an existing 6-inch diameter water main that extends along the northside of Grandview Ave. approximately 19 feet south of the northern right-of-way. This main is available for service.

Sanitary Sewer:

There is an existing 8-inch diameter sewer main that extends along the north side of Grandview Ave. approximately 29.5 feet south of the northern right-of-way. This main is available for service.

There is an existing 8-inch diameter sewer main that extends along the east side of Laurel St. approximately 25 feet west of the eastern right-of-way, that does bisect the northern part of the property. This main is available for service.

General:

EPWater requires a new service application to provide additional 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:

No objections.

## **Texas Gas**

No comments received.

**El Paso Electric**

No comments received.

**El Paso County 911 District**

No comments received.

**Texas Department of Transportation**

No comments received.

**El Paso County**

No comments received.

**El Paso County Water Improvement District #1**

Project not within the boundaries of EPCWID1.

**Sun Metro**

No comments received.

**Capital Improvement Department**

No comments received.

## ATTACHMENT 6

**From:** [TERRY O'DONNELL](#)  
**To:** [Olmos, Jorge A.](#)  
**Subject:** Texas oncology Grandview case  
**Date:** Wednesday, March 9, 2022 10:29:58 AM

You don't often get email from [todon38804@aol.com](mailto:todon38804@aol.com). [Learn why this is important](#)

**CAUTION:** This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to [SpamReport@elpasotexas.gov](mailto:SpamReport@elpasotexas.gov).

**OlmosJA@elpasotexas.gov.**

**Case number**

**SURW22-00003 Texas Oncology Grandview  
ROW vacation**

By;  
Teresa M. Odonnell  
1300 N. Laurel St.  
El Paso, TX 79902  
[Todon38804@aol.com](mailto:Todon38804@aol.com)

**Petition against proposal of parking lot  
expansion at Texas Oncology Cancer  
Treatment Center “Grandview” Location**

**\*Existing Parking**

The existing lower level of parking-lot at this Texas Oncology location is currently not ever at capacity. Less than half of the spaces are occupied daily. Further, none of the spaces are occupied on weekends and evenings. Therefore, expansion seems unnecessary.

The walk to the facility would be uphill and far for any patient or visitor to consider hiking.



**\*Dangers to the immediate homes**

The traffic on the Grandview, Curry Dr and Laurel St. Intersection is quite high to accommodate more activity.

The runoff from storm water from impermeable proposed parking lot may cause flash flooding conditions and damage to immediate housing.

-Picture provided of runoff in front of our street on Laurel.

If more visitors are anticipated, a higher rate of unknown vehicles parking across from neighboring homes could face potential personal danger such as crime, muggings etc.

There is also the danger that somebody will bang into ones car while backing out.

**\*Bus Stop**

Will the bus stop be moved? It is currently at this precise intersection locale.

**\*The Historical Tree**

The beautiful large historical pine tree is the last remaining object from the former site of the Henry Trost St. Joseph's Sanatorium built in 1928.

<https://www.henrytrost.org/buildings/st-josephs-sanatorium-baldwin/>

The historical tree may be over 100 years old. It is in excellent condition for its age and its location beautifies the neighborhood. This tree is the only natural barrier from this neighborhood before entering the adjoining commercial hospital centers.

This tree could very well be nominated to the Historical Trees of Texas and recognized as an El Paso landmark. Texas Historic Tree Coalition (TxHTC)

Is this tree an endangered tree or protected pine species by the State? It could be! Trying to gather information if possible.

**\*Wildlife**

This tree is and has been a home for many years of native birds including owls.

Adding additional parking and traffic to this area's neighbors would highly effect their livelihood and existence.

The immediate negative community impact is very high!

Mr. Olmos, I highly appreciate the time you are taking to listen to our concerns and grievances. Please let me know if I could supply you with any more pictures or information that I may be able to supply with this case.



## Planning and Inspections

**MAYOR**  
Oscar Leeser

10 de marzo del 2022

### CITY COUNCIL

**District 1**  
Peter Svarzbein

**District 2**  
Alexandra Anniello

**District 3**  
Cassandra Hernandez

**District 4**  
Joe Molinar

**District 5**  
Isabel Salcido

**District 6**  
Claudia L. Rodriguez

**District 7**  
Henry Rivera

**District 8**  
Cissy Lizarraga

**CITY MANAGER**  
Tommy Gonzalez

### Aviso Publico de la Comisión de Planeamiento de la Ciudad

Estimado Residente de El Paso:

Esta carta es para notificarle que la Comisión de Planeamiento de la Ciudad de El Paso considerará una solicitud para desocupar una porción de Grandview Ave que es generalmente localizada al Oeste de Cotton St y Norte de I-10. La propiedad es de aproximadamente 0.0447 acres en tamaño.

**Propietario:** Physician Reliance, LLC

**Descripción Legal de la Propiedad:** A portion of Grandview Avenue, Block 7, Highland Park Addition, City of El Paso, El Paso County, Texas **Caso:** SURW22-00003 Texas Oncology Grandview ROW Vacation

**Lugar:** 300 N. Campbell, 1<sup>st</sup> Floor City Council Chambers, El Paso, Texas, 79901\*\*  
**Fecha Y Hora:** 10 de marzo del 2022 a la 1:30 PM

Si tiene alguna duda o si desea expresar su preocupación, escriba una carta dirigida a la Comisión de Planeamiento de la Ciudad (c/o Planning and Inspections Department, Planning Division, PO Box 1890, El Paso, TX 79950-1890), mande un correo electrónico a [Olmos.JA@elpasotexas.gov](mailto:Olmos.JA@elpasotexas.gov), o llame al (915) 212-1607. La carta o correo electrónico debe de incluir el número del caso, su nombre y dirección, y su opinión acerca del caso. La reunión se puede ver en vivo en línea utilizando el proceso descrito a continuación.

**\*\*Miembros del público pueden comunicarse con la Comisión de Planeamiento de la Ciudad durante el comentario público, y sobre artículos de la agenda llamando gratis al número: 1-915-213-4096 o por llamada gratuita al 1-833-664-9267. A la indicación, por favor marcar el siguiente número de Conferencia: 829 435 214#.**

**\*\*Adicionalmente, miembros del publico pueden ver la junta por medio de los siguientes medios:**  
Por medio de la página web de la Ciudad: <http://www.elpasotexas.gov/videos>  
Por medio de YouTube: <https://www.youtube.com/user/cityofelpasotx/videos>

Intérpretes de lengua de señas serán proveídos para la audiencia a pedido. Las solicitudes deben ser hechas al Departamento de Planeamiento e Inspecciones por lo menos 24 horas antes de la fecha y tiempo de la audiencia al (915) 212-1569.

Copias de este aviso/agenda serán proveídas en Braille, impresión grande, o cinta de audio a pedido. Las solicitudes deben ser hechas al Departamento de Planeamiento e Inspecciones por lo menos 48 horas antes de la fecha y tiempo de la audiencia al (915) 212-1569.

**Philip F. Etlwe, Director**

Planning and Inspections Department | 801 Texas Ave. | El Paso, TX 79901  
Office: (915) 212-0104 | FAX: (915) 212-0084



DELIVERING EXCEPTIONAL SERVICES



## Planning and Inspections

Cordialmente,

**MAYOR**  
Oscar Leeser

Jorge Olmos  
Planner  
Departamento de Planeamiento e Inspecciones

**CITY COUNCIL**

**District 1**  
Peter Svarzbein

**District 2**  
Alexsandra Anello

**District 3**  
Cassandra Hernandez

**District 4**  
Joe Molinar

**District 5**  
Isabel Salcido

**District 6**  
Claudia L. Rodriguez

**District 7**  
Henry Rivera

**District 8**  
Cissy Lizarraga

**CITY MANAGER**  
Tommy Gonzalez



**Philip F. Etiwe, Director**  
Planning and Inspections Department | 801 Texas Ave. | El Paso, TX 79901  
Office: (915) 212-0104 | FAX: (915) 212-0084

Mr. Olmos, please advise if there's any other information I can provide and if you have received this email. How much time do we have to compile more evidence and information?

# ATTACHMENT 7

**From:** [Linda Maser](#)  
**To:** [Olmos, Jorge A.](#)  
**Subject:** Re: SURW22-0003 Maser  
**Date:** Tuesday, March 8, 2022 12:37:17 PM

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[You don't often get email from [fuss1724@yahoo.com](mailto:fuss1724@yahoo.com). Learn why this is important at <http://aka.ms/LearnAboutSenderIdentification>.]

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](mailto:SpamReport@elpasotexas.gov).

Correction that tree is over 100 years old when the St. Joseph sanatorium was there I will be attaching a picture of the beautiful tree

Sent from my iPhone

> On Mar 8, 2022, at 12:35 PM, Linda Maser <[fuss1724@yahoo.com](mailto:fuss1724@yahoo.com)> wrote:

>

> Good evening sir concerning the El Paso cancer treatment center parking. We have lived there for over 50 years and they have several empty parking spots in their property there's no need to make parking there. The need has been to repave it it is eroded. I contact the city abo about two years ago concerning the repavement but they advised me that it was private property of theirs.. The traffic going towards the hospitals is very busy and when cars would park they would need to reverse and would cause a lot of danger reversing. The tree that is on the property is over 60 years old and would not be right to tear down such a beautiful tree just for unnecessary parking we have several pictures of it when the Saint Joseph psychiatric hospital was there. The hospital was torn down in 1971. That tree is one of the oldest ones in El Paso. As children route we remember our father hooking up several water hoses to water that beautiful tree our home is directly across the street where they want to put this parking. There's very very unnecessary parking. Thank you for your attention in this matter God bless you

>

> Sent from my iPhone







Legislation Text

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File #: 22-1013, Version: 1

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**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, Jorge Olmos, (915) 212-1607

**AGENDA LANGUAGE:**

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

An Ordinance vacating a 1,742 square-foot portion of a 20 foot wide alley and utility easement located within Block 2, Mills Map Addition, City of El Paso, El Paso County, Texas.

Subject Property: 415 North Mesa St.

Applicant: Mills Plaza Properties VIII, LP SURW22-00002

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

**AGENDA DATE:** August 16, 2022  
**PUBLIC HEARING DATE:** August 30, 2022

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Jorge Olmos, (915) 212-1607

**DISTRICT(S) AFFECTED:** District 8

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

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

**SUBJECT:**

An ordinance vacating a 1,742 square-foot portion of a 20-foot wide alley and utility easement, located within Block 2, Mills Map Addition, City of El Paso, El Paso County, Texas

Subject Property: 415 North Mesa St.

Applicant: Mills Plaza Properties VIII, LP SURW22-00002

**BACKGROUND / DISCUSSION:**

The applicant is requesting to vacate a 20' alley to allow for the development of the lot. The alley is located south of Franklin Avenue, and west of Mesa Street. The City Plan Commission recommended 8-0 to approve the proposed easement vacation on March 22, 2020. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  X  YES      NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

**ORDINANCE NO.**

**AN ORDINANCE VACATING A 1,742 SQUARE-FOOT PORTION OF A 20-FOOT WIDE ALLEY AND UTILITY EASEMENT LOCATED WITHIN BLOCK 2, MILLS MAP ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**

**WHEREAS**, the abutting property owner has requested vacation of a 1,742 SQUARE- FOOT PORTION OF A 20 WIDE ALLEY located within Block 2, Mills Map Addition, City of El Paso, El Paso County, Texas; and,

**WHEREAS**, after public hearing the City Plan Commission has recommended a vacation of a 1,742 square foot portion of a 20-foot wide alley located within Block 2, Mills Map Addition, City of El Paso, El Paso County, Texas, and the City Council finds that said right of way is not needed for public use and should be vacated as recommended.

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

That, in consideration of the receipt by the City of El Paso of TWENTY-FIVE AND 00/DOLLARS (\$25.00) and other good and valuable consideration, the sufficiency of which is acknowledged, a 1,742 square foot portion of a 20-foot wide alley located within Block 2, Mills Map Addition, City of El Paso, El Paso County, Texas, as further described in the attached metes and bounds description identified as Exhibit "A" and made a part hereof by reference, be and is hereby vacated, closed and abandoned, subject to the reservation of a full-width utility easement.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated right of way to Mills Plaza Properties VIII, LP.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

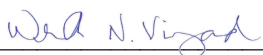
**THE CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip F. Etiwe  
Planning & Inspections Department

**ORDINANCE NO.** \_\_\_\_\_



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS       }  
   }  
COUNTY OF EL PASO       }

**QUITCLAIM DEED**

That in consideration of the receipt by the **CITY OF EL PASO** of Ten Dollars (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto Mills Plaza Properties VIII, LP (the "Grantee"), all its rights, title, interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. \_\_, passed and approved by the City Council of the City of El Paso and described as **A 20 FOOT ALLEY OUT OF BLOCK 2, MILLS MAP ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

**WITNESS the following signatures and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**CITY OF EL PASO:**

**ATTEST:**

\_\_\_\_\_  
Tomás González, City Manager

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

*Wendi N. Vineyard*

\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Philip F. Etrwe*  
\_\_\_\_\_  
Philip F. Etrwe, Director  
Planning and Inspections Department

**ACKNOWLEDGMENT**

THE STATE OF TEXAS       )  
COUNTY OF EL PASO       )

This instrument is acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
by Tomás González, as City Manager for the CITY OF EL PASO.

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

My Commission Expires:  
\_\_\_\_\_

**AFTER FILING RETURN TO:**  
Mills Plaza Properties VIII, LP 123  
W Mills Ave, Ste 600  
El Paso, Texas 79925

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS    }  
                                     }  
COUNTY OF EL PASO    }

**QUITCLAIM DEED**

That in consideration of the receipt by the **CITY OF EL PASO** of Ten Dollars (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto Kenneth C. Clarence (the "Grantee"), all its rights, title, interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. \_\_\_\_\_, passed and approved by the City Council of the City of El Paso and described as **A 20 FOOT ALLEY OUT OF BLOCK 2, MILLS MAP ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

**WITNESS the following signatures and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

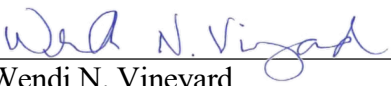
**CITY OF EL PASO**

**ATTEST:**


\_\_\_\_\_  
Tomás González, City Manager

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning and Inspections Department

*(Acknowledgement on following page)*

## ACKNOWLEDGMENT

[illegible]

This instrument is acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
by Tomás González, as City Manager for the CITY OF EL PASO.

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

My Commission Expires:

**AFTER FILING RETURN TO:**

Kenneth C. Clarence  
PO Box 1829  
El Paso, Texas 79949

**METES AND BOUNDS DESCRIPTION  
PARCEL 1**

LEGAL DESCRIPTION: A portion of the alley out of **Block 2, MILLS MAP ADDITION**, City of El Paso, El Paso County, Texas, containing 1,494.36 s.f. and being described by metes and bounds as follows:

Commencing at a city monument being 10 feet north and 15 feet east of the respective center lines intersection of East Franklin Avenue [a 70' wide public right-of-way] and North Oregon Street, [a 70' wide public right-of-way]; Thence, North 52°23'00" East, with the monument line on East Franklin Avenue, a distance of 160.08 feet to a point; Thence, South 37°37'00" East, a distance of 45.00 feet to a point lying on the southerly right-of-way line of East Franklin Avenue, said point being the TRUE POINT OF BEGINNING of this description.

THENCE, South 37°37'00" East, away from said right-of-way line, a distance of 62.87 feet to a point for a boundary corner.

THENCE, South 53°34'44" West, a distance of 10.00 feet to a point for a boundary corner.

THENCE, South 38°00'22" East, a distance of 23.95 feet to a point for a boundary corner lying on the northerly right-of-way line of an underground train right-of-way.

THENCE, South 52°23'00" West, with said right-of-way line, a distance of 10.00 feet to a point for a boundary corner.

THENCE, North 37°37'00" West, away from said right-of-way line, a distance of 86.67 feet to a point for a boundary corner lying on the southerly right-of-way line of East Franklin Avenue.

THENCE, North 52°23'00" East, with said right-of-way line, a distance of 20.00 feet back to the TRUE POINT OF BEGINNING of this description.

Said parcel of land containing 0.03 of an acre (1,494.36 s.f.) of land, more or less.

A PLAT OF SURVEY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

SLI ENGINEERING, INC.

Consulting Engineers - Land Surveyors  
Guillermo Licon  
Registered Professional Land Surveyor  
Texas License No. 2998

March 29, 2022  
Job# 06-19-4357  
M&B/MN

METES AND BOUNDS DESCRIPTION  
PARCEL 2

PROPERTY DESCRIPTION: A portion of the alley out of Block 2, MILLS MAP ADDITION, City of El Paso, El Paso County, Texas, containing 173.45 s.f.

Commencing at a city monument being 10 feet north and 15 feet east of the respective center lines intersection of East Franklin Avenue [a 70' wide public right-of-way] and North Oregon Street, [a 70' wide public right-of-way]; Thence, North 52°23'00" East, with the monument line on East Franklin Avenue, a distance of 160.08 feet to a point; Thence, South 37°37'00" East, away of said monument line, a distance of 45.00 feet to a point for a corner lying on the southerly right-of-way line of said East Franklin Avenue; Thence, South 37°37'00" East, away from said right-of-way line, a distance of 62.87 feet to a point for a boundary corner, said point being the TRUE POINT OF BEGINNING of this description.

THENCE, South 37°37'00" East, a distance of 23.80 feet to a point for a boundary corner lying on the northwesterly right-of-way of an underground railroad tracks.

THENCE, South 52°23'00" West, with said right-of-way line, a distance of 10.00 feet to a point for a boundary corner.

THENCE, North 37°37'00" West, abandoning said right-of-way line, a distance of 24.01 feet to a point for a boundary corner.

THENCE, North 53°34'44" East, a distance of 10.00 feet back to the TRUE POINT OF BEGINNING of this description.

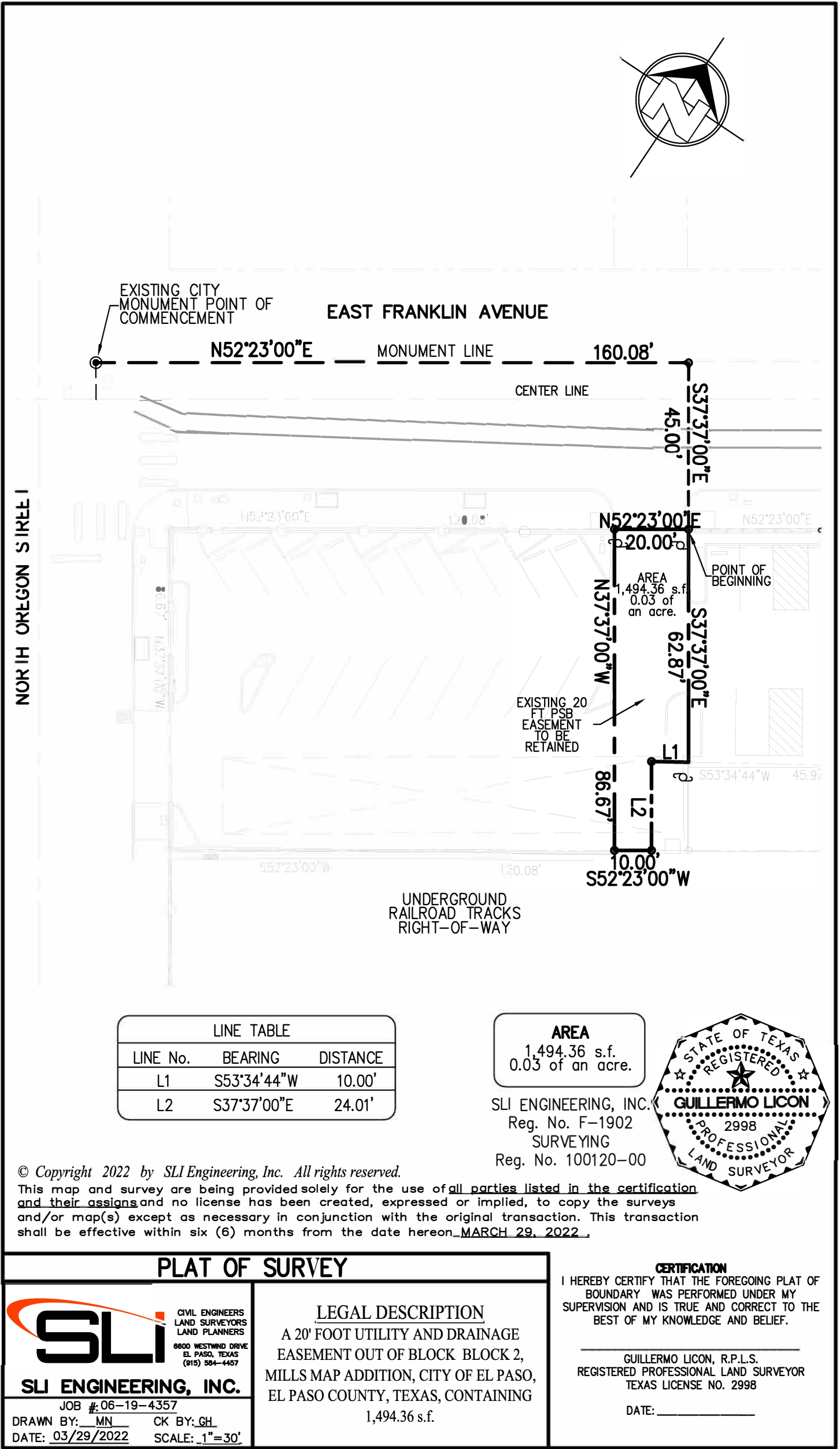
Said parcel of land containing 239.04 s.f. of land, more or less.

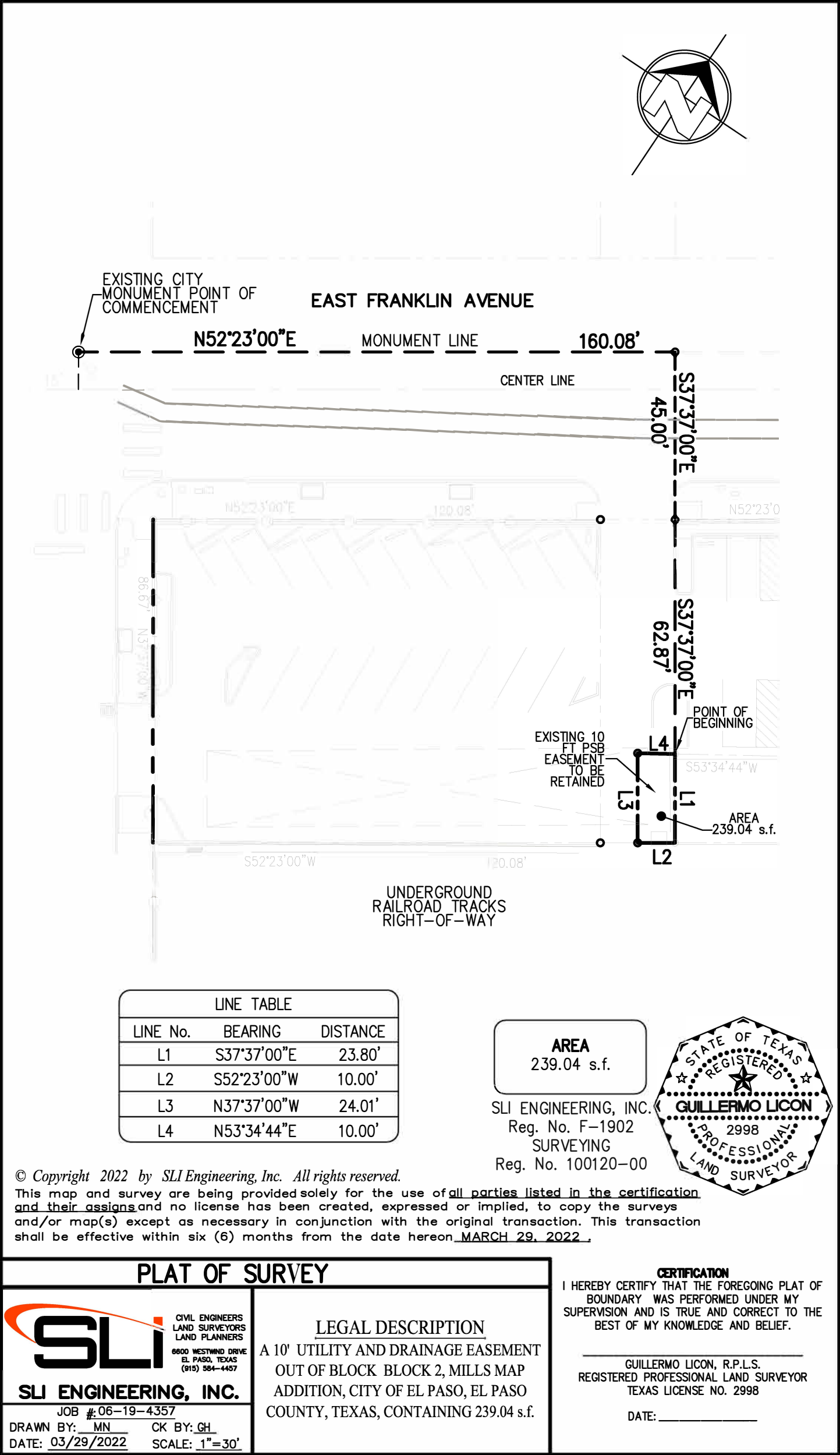
A PLAT OF SURVEY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

SLI ENGINEERING, INC.

Consulting Engineers - Land Surveyors  
Guillermo Licon  
Registered Professional Land Surveyor  
Texas License No. 2998

March 29, 2022  
Job# 06-19-4357  
M&B/MN







# 415 N Mesa Vacation



City Plan Commission — March 10, 2022 — **REVISED**

**CASE NUMBER/TYPE:** SURW22-00002 – RIGHT-OF-WAY VACATION  
**CASE MANAGER:** Jorge Olmos, (915) 212-1607, OlmosJA@elpasotexas.gov  
**PROPERTY OWNER:** Mills Plaza Properties VIII, LP  
**REPRESENTATIVE:** SLI Engineering, Inc.  
**LOCATION:** South of I-10 and West of Campbell St (District 8)  
**PROPERTY AREA:** 0.04 acres  
**ZONING DISTRICT(S):** C-5 (Central Business District)

**SUMMARY OF RECOMMENDATION:** Staff recommends **APPROVAL** of 415 N Mesa Right-of-Way (ROW) Vacation.

## 415 N Mesa ROW Vacation



Figure A: Proposed plat with surrounding area

**DESCRIPTION OF REQUEST:** The applicant seeks to vacate a portion of the alley located east of Mesa Street and south of Franklin Avenue. Written concurrence has been received from the . The area requested to be vacated is 0.04 acres in size. The applicant is attempting to vacate ROW in order to allow for the development of the lot. The right-of-way is currently paved, with existing utility infrastructure. A full-width utility easement will be retained to accommodate exiting infrastructure within the area to be vacated.

**CASE HISTORY/RELATED APPLICATIONS:** N/A

**NEIGHBORHOOD CHARACTER:** Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	C-5 (Central Business District) / Commercial development
South	C-5 (Central Business District) / Parking lot
East	C-5 (Central Business District) / Commercial development
West	C-5 (Central Business District) / Parking lot
Nearest Public Facility and Distance	
Park	San Jacinto Plaza Park (0.05 miles)
School	Triumph Charter High School (0.19 miles)
Plan El Paso Designation	
G-1 .Downtown	
Impact Fee Service Area	
N/A	

**PUBLIC COMMENT:** Notices of the proposed right-of-way vacation were sent on February 25, 2022 to all property owners within 300 feet of the subject property. As of March 3, 2022, staff has not received any communication regarding this request.

**CITY PLAN COMMISSION OPTIONS:**

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

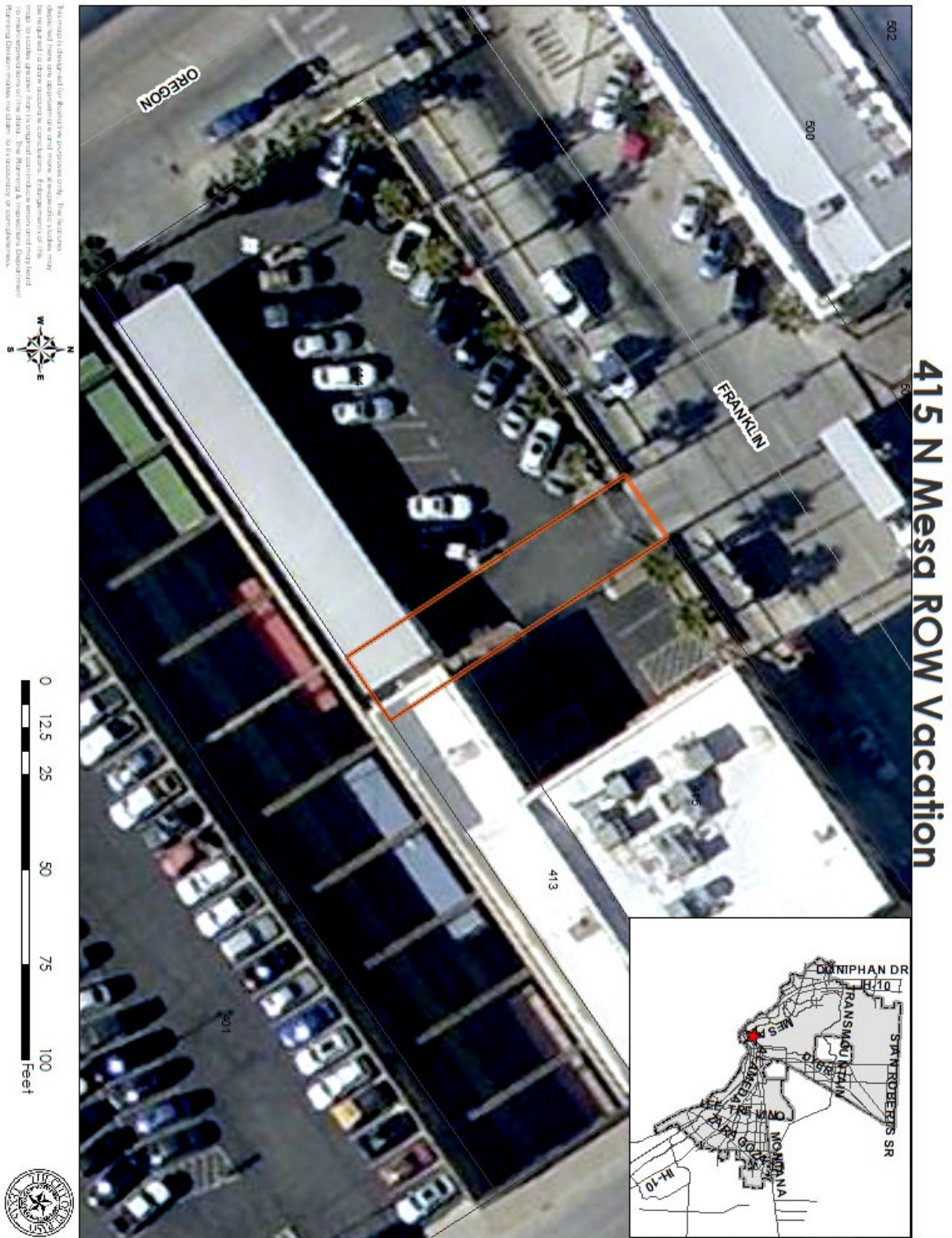
1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. (Staff Recommendation)
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code.
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

**ATTACHMENTS:**

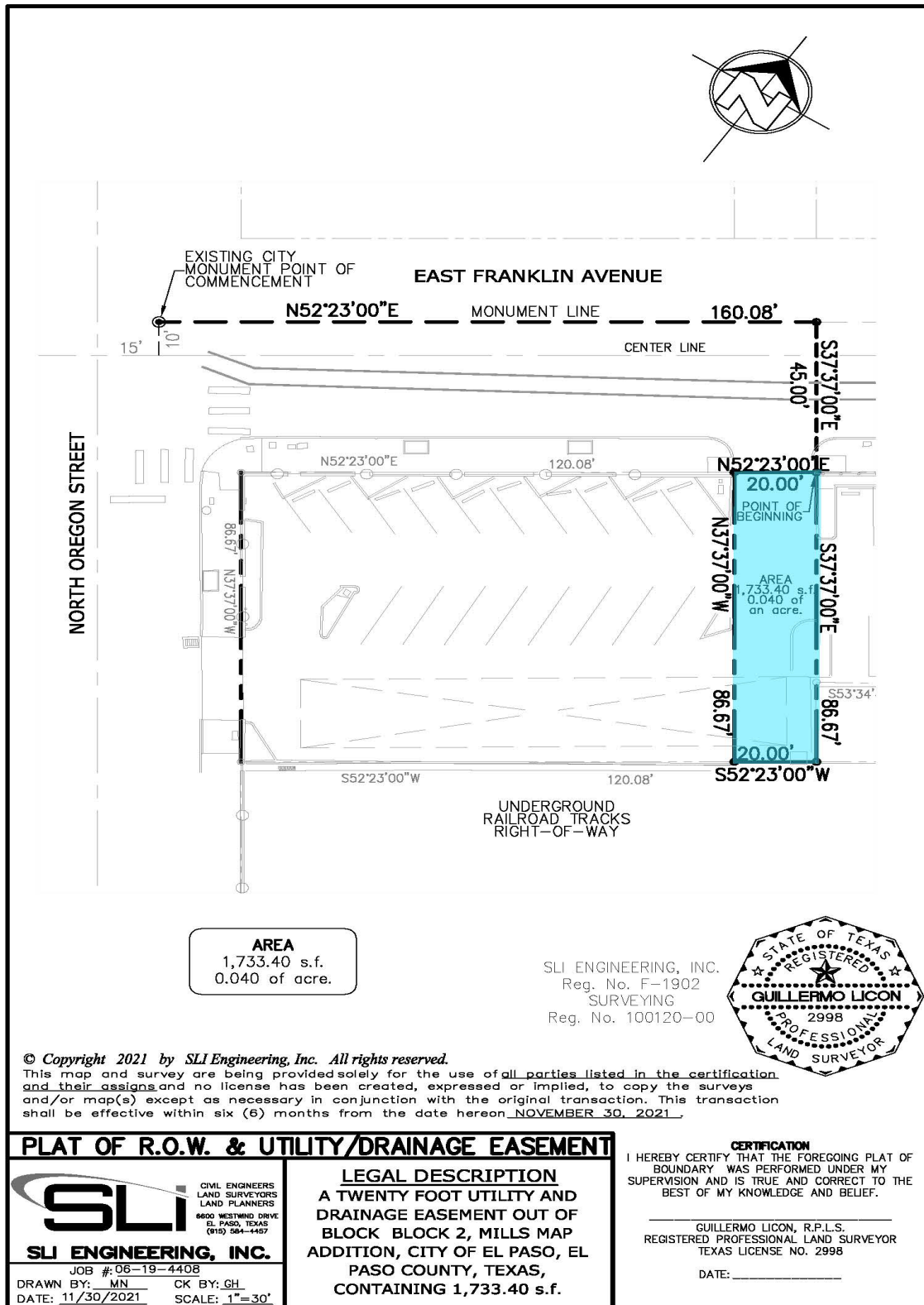
1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments



## **ATTACHMENT 1**



# ATTACHMENT 2



# **ATTACHMENT 3**

## **METES AND BOUNDS DESCRIPTION PLAT OF R.O.W. & UTILITY/DRAINAGE EASEMENT**

A portion of Block 2, MILLS MAP ADDITION, an Addition to the City of El Paso, El Paso County, Texas and is described by metes and bounds as follows:

Commencing at a city monument being 10 feet north and 15 feet east of the respective center lines intersection of East Franklin Avenue [a 70' wide public right-of-way] and North Oregon Street, [a 70' wide public right-of-way]; Thence, North 52°23'00" East, with the monument line on East Franklin Avenue, a distance of 160.08 feet to a point; Thence, South 37°37'00" East, away of said monument line, a distance of 45.00 feet to a point for a boundary corner of the parcel herein being described and lying on the southeasterly right-of-way line of said East Franklin Avenue, said point being the TRUE POINT OF BEGINNING of this description.

THENCE, South 37°37'00" East, away from said right-of-way line, a distance of 86.67 feet to a point for a boundary corner lying on the northwesterly right-of-way of an underground railroad tracks.

THENCE, South 52°23'00" West, with said right-of-way line, a distance of 20.00 feet to a point for a boundary corner.

THENCE, North 37°37'00" West, abandoning said right-of-way line, a distance of 86.67 feet to a point for a boundary corner lying on the southeasterly right-of-way line of East Franklin Avenue.

THENCE, North 52°23'00" East, with said right-of-way line, a distance of 20.00 feet back to the TRUE POINT OF BEGINNING of this description.

Said parcel of land containing 0.040 of an acre (1,733.40 s.f.) of land, more or less.

A PLAT OF SURVEY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

SLI ENGINEERING, INC.

Consulting Engineers - Land Surveyors  
Guillermo Licon  
Registered Professional Land Surveyor  
Texas License No. 2998

November 30, 2021  
Job# 06-19-4357  
M&B/MN

# ATTACHMENT 4



## VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: 01/10/2022

File No. \_\_\_\_\_

1. APPLICANTS NAME: MILLS PLAZA PROPERTIES VIII, LP

ADDRESS 123 W Mills Ave Suite 600 El Paso, Texas ZIP CODE 79901 TELEPHONE 915-504-7152

2. Request is hereby made to vacate the following: (check one)

Street ☐ Alley ☒ Easement ☐ Other ☐

Street Name(s) 415 N Mesa/414 N. Oregon Subdivision Name MILLS ADDITION

Abutting Blocks 2 Abutting Lots 10

3. Reason for vacation request: TO COMBINE ABUTTING LOTS TO CREATE A LARGER LOT FOR FUTURE DEVELOPMENT


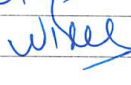
4. Surface Improvements located in subject property to be vacated:  
None ☐ Paving ☒ Curb & Gutter ☒ Power Lines/Poles ☒ Fences/Walls ☐ Structures ☐ Other ☐

5. Underground Improvements located in the existing rights-of-way:  
None ☐ Telephone ☒ Electric ☐ Gas ☒ Water ☒ Sewer ☒ Storm Drain ☐ Other ☐

6. Future use of the vacated right-of-way:  
Yards ☐ Parking ☒ Expand Building Area ☐ Replat with abutting Land ☐ Other ☐

7. Related Applications which are pending (give name or file number):  
Zoning ☐ Board of Adjustment ☐ Subdivision ☐ Building Permits ☐ Other ☐

8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
	Parcel 1: 0.239 Acres of Block 2, Mills Map Addition	915-504-7152
	Parcel 2: 0.178 Acres of Block 2, Mills Map Addition	915-504-7152

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

OWNER SIGNATURE:  REPRESENTATIVE SIGNATURE: \_\_\_\_\_

REPRESENTATIVE (PHONE): 915 203 7277

REPRESENTATIVE (E-MAIL): ghaloul@eli-engineering.com

**NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.**

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



# **ATTACHMENT 5**

## **Planning and Inspections Department- Planning Division**

No objections, staff recommends approval.

## **Planning and Inspections Department- Land Development Division**

No objections to proposed vacation.

## **Parks and Recreation Department**

No objections.

## **Sun Metro**

No comments received.

## **Fire Department**

No comments received.

## **Streets and Maintenance Department**

TIA is not required.

## **Capital Improvement Department**

No comments received.

## **El Paso Water**

El Paso Water (EPWater) does not object to this request, as long as a full width utility easement is retained.

EPWater is coordinating with the owner's representative regarding accessibility for the easement.

### **Water:**

There is an existing 4-inch diameter water main located along the Alley, south of Franklin Ave. between Mesa Street and Oregon Street. This water main is available for service.

EPWater records indicate one (1) 3/4" service meter (Active) on the property with 413 N. Mesa St., as the service address.

### **Sanitary Sewer:**

There is an existing 6-inch diameter sanitary sewer main located along the Alley south of Franklin Ave. between Mesa Street and Oregon Street. This sanitary sewer main is available for service.

### **General:**

All easements dedicated for public water and/or sanitary sewer facilities are to comply with EPWater-PSB Easement Policy. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week. No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced utility easements without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any sign or structure.

During the site improvement work, the Owner/Developer shall safeguard all existing water mains, sewer mains, and appurtenant structures. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing PSB facilities and is responsible for the cost of setting appurtenant structures to final grade.

An application for water and sanitary sewer services should be submitted 6 to 8 weeks prior to construction to ensure water for construction work. Additional service applications are available at 1154 Hawkins, 3rd Floor. 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 EPWU – 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:

No objections to the proposed development.

**Texas Gas**

No comments received.

**El Paso Electric**

No comments received.

**El Paso County 911 District**

No comments received.

**Texas Department of Transportation**

No comments received.

**El Paso County**

No comments received.

**El Paso County Water Improvement District #1**

No comments received.





Legislation Text

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File #: 22-1017, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 4**

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

Planning and Inspections, 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 changing the zoning of the East ½ of Lot 22, Block B, Pioneer Subdivision, 6519 S. Angora Loop Street, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-O (Apartment/Office). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 6519 S. Angora Loop St.

Applicant: Sofia Aguilera, PZRZ21-00032

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

**AGENDA DATE:** August 16, 2022  
**PUBLIC HEARING DATE:** September 13, 2022

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
David Samaniego, (915) 212-1608

**DISTRICT(S) AFFECTED:** District 4

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

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

**SUBJECT:**

An Ordinance changing the zoning of the East ½ of Lot 22, Block B, Pioneer Subdivision, 6519 S. Angora Loop Street, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-O (Apartment/Office). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 6519 S. Angora Loop St.  
Applicant: Sofia Aguilera, PZRZ21-00032

**BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone the subject property from R-4 (Residential) to A-O (Apartment/Office) to allow for apartments. The City Plan Commission recommended 8-0 to approve the proposed rezoning on April 21, 2022. As of August 8, 2022, the Planning Division has not received any 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?**  X  YES \_\_\_ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

---

Philip E. Etiwe – Planning and Inspections Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE CHANGING THE ZONING OF THE EAST ½ OF LOT 22, BLOCK B, PIONEER SUBDIVISION, 6519 S. ANGORA LOOP STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of **the East ½ of Lot 22, Block B, Pioneer Subdivision, 6519 S. Angora Loop Street**, 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-4 (Residential)** to **A-O (Apartment/Office)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**THE 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:**

  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department

ORDINANCE NO. \_\_\_\_\_

Being the East 1/2 of Lot 22, Block B,  
Pioneer Subdivision,  
City of El Paso, El Paso County, Texas

June 16, 2021

**METES AND BOUNDS DESCRIPTION**

6519 S. Angora Loop Avenue  
Exhibit "A"

**FIELD NOTE DESCRIPTION** of the East 1/2 of Lot 22, Block B, Pioneer Subdivision, 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 City Monument at the centerline intersection of Opalstone Street (60' R.O.W.) and Angora Loop Avenue (90' R.O.W.); **THENCE**, leaving said centerline intersection and along the centerline of Angora Loop Avenue, North  $88^{\circ}49'00''$  East, a distance of 64.67 feet to a point; **THENCE**, leaving said centerline of Angora Loop Avenue, North  $01^{\circ}11'00''$  West, a distance of 45.00 feet to a found iron rod for corner at the common boundary corner of Lots 22 and 25, same being the northerly right-of-way line of Angora Loop Avenue and the **POINT OF BEGINNING** of the herein described parcel;

**THENCE**, leaving said common boundary corner and along the northerly right-of-way line of Angora Loop Avenue, South  $88^{\circ}49'00''$  West, a distance of 85.93 feet to a found iron rod for corner;

**THENCE**, leaving said northerly right-of-way line of Angora Loop Avenue, North  $01^{\circ}11'00''$  West, a distance of 223.81 feet to a found iron rod for corner;

**THENCE**, North  $88^{\circ}49'00''$  East, a distance of 85.93 feet to a found iron rod for corner at the common boundary corner of Lots 22, 23, 24 and 25;

**THENCE**, leaving said common boundary corner and along the common boundary line of Lots 22 and 25, South  $01^{\circ}11'00''$  East, a distance of 233.81 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 19,231.99 square feet or 0.4415 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\21-\_6519 S. Angora Loop Avenue





# 6519 South Angora Loop Street

City Plan Commission — April 21, 2022

REZONING



<b>CASE NUMBER:</b>	<b>PZRZ21-00032</b>
<b>CASE MANAGER:</b>	David Samaniego, (915) 212-1608, SamaniegoDC@elpasotexas.gov
<b>PROPERTY OWNER:</b>	Sofia Aguilera
<b>REPRESENTATIVE:</b>	Luis Javier Lopez
<b>LOCATION:</b>	6519 S. Angora Loop St. (District 4)
<b>PROPERTY AREA:</b>	0.44 acres
<b>REQUEST:</b>	Rezone from R-4 (Residential) to A-O (Apartment/Office)
<b>RELATED APPLICATIONS:</b>	None
<b>PUBLIC INPUT:</b>	None received as of April 14, 2022

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from R-4 (Residential) to A-O (Apartments) to allow for apartments.

**SUMMARY OF STAFF RECOMMENDATION:** Staff recommendation is **APPROVAL** of the rezoning request. The recommendation is based on the compatibility of the proposed zoning district with the surrounding commercial and residential districts in the immediate area. The proposed rezoning is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.

## PZRZ21-00032

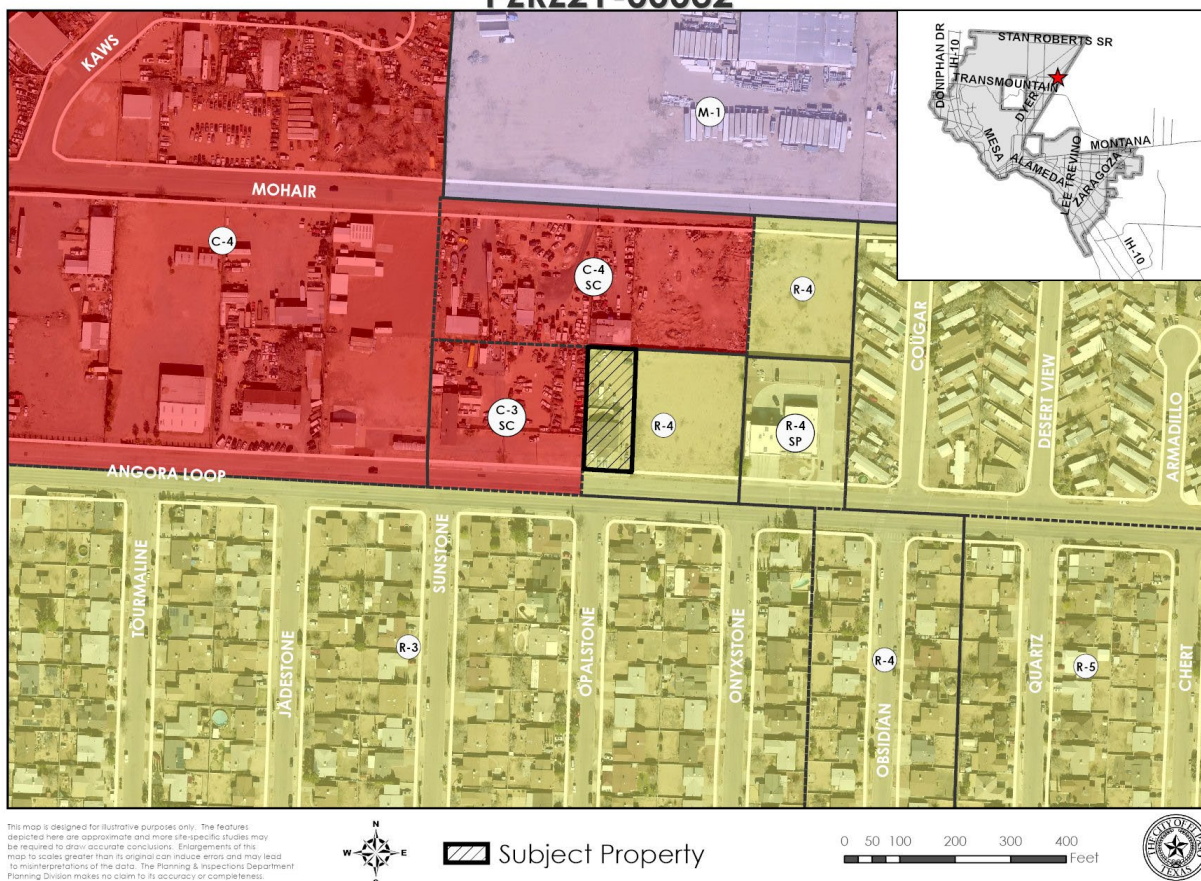


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant proposes to rezone approximately 0.44 acres of land from R-4 (Residential) to A-O (Apartment/Office) to allow for apartments. The subject property is located at 6519 South Angora Loop Street within the Northeast Planning area. The detailed site development plan for the property shows an existing duplex (units A and B) and two proposed residential buildings (units C and D). Please note the proposed uses and layout shown on the site plan will need to adhere to the criteria for the proposed A-O (Apartment) zone district. Access is available from South Angora Loop Street.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed zoning district and apartment development meet the intent of the G-7, Industrial and/or Railyards land use designation of *Plan El Paso* within the Northeast Planning area. The G-7 designation permits mixed-use communities and developments within areas where industrial uses become obsolete. The immediate area consists of a mix of commercial, single-family residential uses, and a fire station. Desertaire Elementary School is 0.50 miles away. The nearest park is Jorge Montalvo City Park – located 0.36 miles from the subject property. Properties to the north are zoned C-4/sc (Commercial/special contract) and to the south are zoned C-3/sc (Commercial/special contract) – consisting of automotive uses. The property to the east is zoned R-4 (Residential) and is vacant land with a fire station located further east. Properties to the south are zoned R-3 (Residential) and consist of single-family residential development.

<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-7, Industrial and/or Railyards:</b> This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.</p>	<p>Yes, the G-7, Industrial and/or Railyards land use designation is compatible with the proposed A-O (Apartment/Office) zone district and the abutting commercial and residential districts. The G-7 designation permits mixed-use communities and developments within areas where industrial uses have become obsolete.</p>
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>A-O (Apartment/Office) District:</b> The purpose of the district is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.</p>	<p>Yes, the proposed zoning district is compatible with the surrounding commercial and residential zone districts. While the abutting commercial districts contain automotive uses, the proposed use of apartments is also permitted in the commercial zone districts. The proposed A-O (Apartment/Office) zone districts permits apartments, without adding more intensive commercial uses within the area of the abutting residential districts.</p>

<b>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:</b>	
<b>Preferred Development Locations:</b> Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use, and/or land use.	Yes, the development is accessed from South Angora Loop Street, which is classified as a minor arterial on the City of El Paso’s Major Thoroughfare Plan (MTP).
<b>THE PROPOSED ZONING DISTRICT’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The proposed development is not located within any historic districts or other special designation areas.
<b>Potential Adverse Effects:</b> 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 proposed A-O (Apartment/Office) zone districts permits apartments, without adding more intensive commercial uses within the area of the abutting residential districts.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
<b>Stability:</b> 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.
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The existing R-4 (Residential) zone designation permits the existing duplex, but does not allow for the proposed apartment use. The proposed rezoning to A-O (Apartment-Office) allows for an increase in density, without adding more intensive commercial uses within the area of the abutting residential districts.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Primary access is proposed from South Angora Loop Street, which is classified as a minor arterial street on the City of El Paso’s Major Thoroughfare Plan (MTP) and is appropriate to serve the proposed development. The property also contains an existing 5-foot sidewalk. There is also an existing fire station 0.05 miles to the east of the property. In addition, the development is served by the Sun Metro bus route #43.

**PUBLIC COMMENT:** The subject property lies within the Shearman Park Neighborhood Association – the applicant has provided documentation that the neighborhood association was notified of the proposed rezoning. Notices were mailed to property owners within 300 feet of the subject property on April 5, 2022. As of April 14, 2022, Planning has not received any communications in support or opposition to the rezoning request.

### **CITY PLAN COMMISSION OPTIONS:**

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

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

### **ATTACHMENTS:**

1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Conceptual Site Plan
4. Department Comments

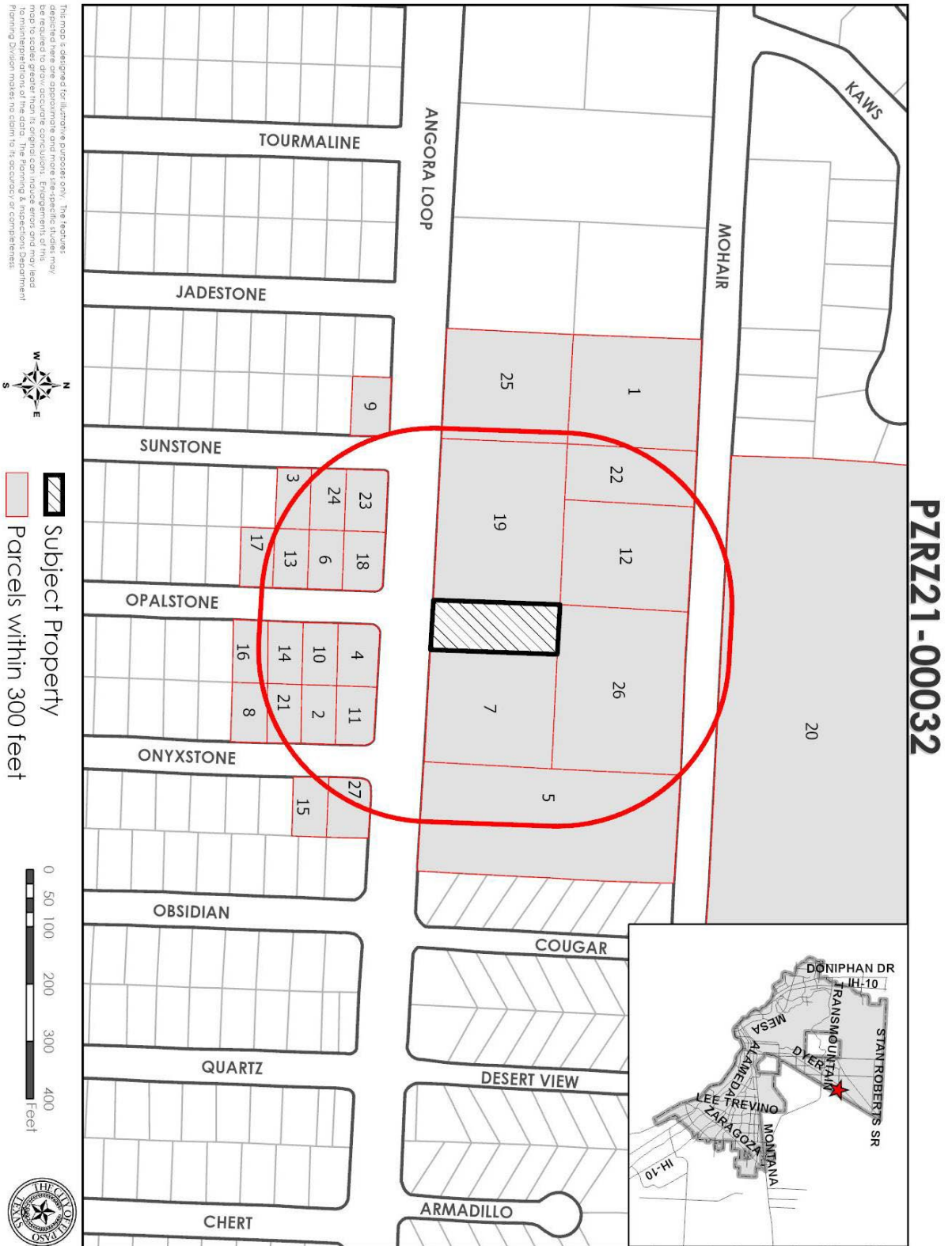


# ATTACHMENT 1





# ATTACHMENT 2



## **ATTACHMENT 3**



# **ATTACHMENT 4**

## **Planning and Inspections Department – Planning**

1. The warranty deed and El Paso Central Appraisal records show Sofia Aguilera as the owner of the property (application lists Jose Aguilera as owner). Sofia Aguilera will need to sign an applicable document associated with the proposed rezoning.
2. The provided site plan is for the purpose of the rezoning application. The proposed uses and layout shown on the site plan may not be permitted and will need to be approved at the time of submittal for building permits and will need to meet the requirements for the proposed A-O (Apartment) zone district. Note the plan provided is conceptual and not binding.

## **Planning and Inspections Department – Plan Review and Landscaping Division**

Recommend approval.

## **Planning and Inspections Department – Land Development**

No objections to the proposed rezoning.

## **Fire Department**

Panhandle lots in excess of 100 feet require sprinkler system and fire alarm. Should be added as notes to the plat.

\*A panhandle lot is not proposed. – Planning

## **Streets and Maintenance Department**

No TIA required for this application.

## **Sun Metro**

Sun Metro has no objections.

## **El Paso County 911 District**

The 911 District has not comments/concerns regarding this rezoning.

## **El Paso Water**

### **Stormwater:**

EP Water-SW reviewed the property described above and provide the following comments:

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

## **El Paso County Water Improvement District #1**

Subject property is not within the boundaries of EPCWID1.

## **Environment Services**

ESD has no comment on this rezoning case.

## **Texas Department of Transportation**

No comments received

## **Police Department**

No comments received.

## **Sun Metro**

No comments received



Legislation Text

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File #: 22-1034, Version: 1

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**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, Nina Rodriguez, (915) 212-1561

**AGENDA LANGUAGE:**

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

An Ordinance removing a condition placed on property by Ordinance No. 15503 which changed the zoning of Lot 1, Block 1, of Leegacy Subdivision, 1426 George Dieter Drive, City of El Paso, El Paso County, Texas, and which imposed a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1426 George Dieter Drive

Applicant: Dr. William Boushka, EBB Holding LLC, PZCR22-00002

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

**AGENDA DATE:** August 16, 2022  
**PUBLIC HEARING DATE:** September 13, 2022

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Nina Rodriguez, (915) 212-1561

**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 removing a condition placed on property by Ordinance No. 15503 which changed the zoning of Lot 1, Block 1, Leegacy Subdivision, 1426 George Dieter Drive, City of El Paso, El Paso County, Texas, and which imposed a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1426 George Dieter Drive  
Applicant: Dr. William Boushka, EBB Holding LLC, PZCR22-00002

**BACKGROUND / DISCUSSION:**

The applicant is requesting to release Condition No. 1 imposed on the subject property by Ordinance No. 15503, dated August 5, 2003. This condition limits the use of access from George Dieter Drive for the subject property, requiring access only from Physicians Drive. City Plan Commission recommended 6-0 to approve the proposed request on July 14, 2022. As of August 9, 2022, the Planning Division has not received any 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?**  X  YES \_\_\_ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

---

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REMOVING A CONDITION PLACED ON PROPERTY BY ORDINANCE NO. 15503 WHICH CHANGED THE ZONING OF LOT 1, BLOCK 1, LEEGACY SUBDIVISION, 1426 GEORGE DIETER DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND WHICH IMPOSED A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

**WHEREAS**, the zoning of the property described as Lot 1, Block 1, Leegacy Subdivision, 1426 George Dieter Drive, City of El Paso, El Paso County, Texas, was changed by Ordinance No. 15503, approved by City Council on August 5, 2003; and,

**WHEREAS**, the rezoning was subject to the following zoning condition:

1. That access to the property only be permitted from Physicians Drive.
- ; *and*

**WHEREAS**, placement of such condition was necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

**WHEREAS**, the owner (applicant) submitted an application requesting the removal Condition No. 1 because this condition has been satisfied or is current requirement of the City Code; and,

**WHEREAS**, a public hearing regarding the removal of the condition was held before the City Plan Commission, and the Commission recommended approval of removing the condition; and,

**WHEREAS**, the City Council of the City of El Paso has determined that the amendment removing the condition will still protect the best interest, health, safety and welfare of the public in general.

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

1. That the following zoning condition No. 1 imposed on the property rezoned by Ordinance No. 15503 dated August 5, 2003 be removed.
  1. That access to the property only be permitted from Physicians Drive
2. Except as herein amended, Ordinance No. 15503 shall remain in full force and effect.

**[SIGNATURES ON THE FOLLOWING PAGE]**

**ORDINANCE NO. \_\_\_\_\_**

22-1007-2937|1189029

Ordinance Amending Condition|PZCR22-00002 1426 George Dieter  
RTA

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

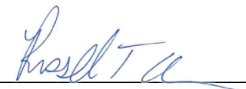
**THE CITY OF EL PASO:**

\_\_\_\_\_  
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

**ORDINANCE NO.** \_\_\_\_\_

22-1007-2937|1189029  
Ordinance Amending Condition|PZCR22-00002 1426 George Dieter  
RTA



# 1426 George Dieter Drive

City Plan Commission — July 14, 2022 **REVISED**



**CASE NUMBER:** PZCR22-00002  
**CASE MANAGER:** Nina Rodriguez, (915) 212-1561, RodriguezNA@elpasotexas.gov  
**PROPERTY OWNER:** EBB Holding, LLC  
**REPRESENTATIVE:** Carl Daniel Architects  
**LOCATION:** 1426 George Dieter Dr. (District 6)  
**PROPERTY AREA:** 0.99 acres  
**REQUEST:** To release Condition No. 1 on the subject property imposed by Ordinance No. 15503, dated August 5, 2003  
**RELATED APPLICATIONS:** PZDS22-00002 Detailed Site Development Plan  
**PUBLIC INPUT:** No communication in support or opposition received as of July 14, 2022

**SUMMARY OF REQUEST:** The applicant is requesting to release Condition No. 1 imposed on the subject property by Ordinance No. 15503, dated August 5, 2003. This condition limits the use of access from George Dieter Drive for the subject property, requiring access only from Physicians Drive.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL** of the request. Condition No. 1 is no longer necessary or has been satisfied. Furthermore, the existing medical clinic and its proposed addition meets the intent of the G-4, Suburban (Walkable) land use designation of *Plan El Paso* in the East Planning Area.

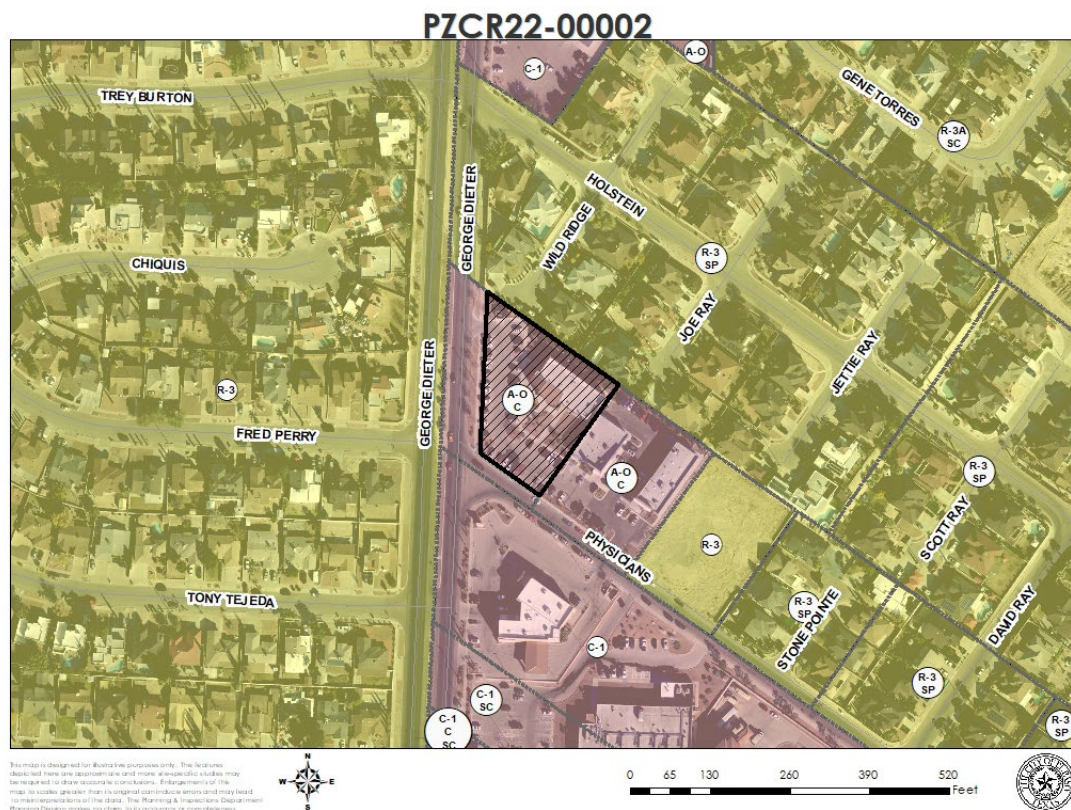


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant submitted a Condition Release application requesting to release Condition No. 1 imposed on the subject property by Ordinance No. 15503, dated August 5, 2003. The applicant is proposing an addition to the existing medical clinic with vehicular access from George Dieter Drive and Physicians Drive. The subject property is 0.99 acres and located at 1426 George Dieter Drive. The subject property is required to comply with conditions imposed by such Ordinance, which states in part:

1. That access to the property only be permitted from Physicians Drive.
2. That a minimum rear setback of 10 feet be required.
3. That a detailed site development plan be approved per the El Paso Municipal Code prior to building permits being issued.

Condition No. 1 imposed by the rezoning is no longer necessary or has been satisfied, and future development of the subject property is beyond what is needed to be compatible with its surrounding established neighborhood. The proposed addition to the existing medical clinic shall demonstrate compliance with all El Paso City Code requirements prior to the issuance of a certificate of occupancy.

**PREVIOUS CASE HISTORY:** The subject property was part of rezoning case ZC-02071, which changed the zoning district from R-3 (Residential) to A-O (Apartment/Office). Ordinance No. 15503, passed on August 5, 2003 imposed the following conditions:

1. That access to the property only be permitted from Physicians Drive.
2. That a minimum rear setback of 10 feet be required.
3. That a detailed site development plan be approved per the El Paso Municipal Code prior to building permits being issued.

*Note: The applicant is requesting to release condition No. 1. All other conditions shall continue in effect.*

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The existing medical clinic is consistent with surrounding development. Other medical and commercial use properties abutting George Dieter Drive in the vicinity provide vehicular access off such road, including those adjacent to residential zones. The nearest park is Argal Park (0.60 miles) and the nearest school is Myrtle Cooper Elementary School (1.03 miles).

<b>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:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed condition release is compatible with the Future Land Use designation for the property</p> <p><b>G-4, Suburban (Walkable):</b> This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The existing medical clinic is compatible with the G-4, Suburban (Walkable) Future Land Use designation as it is conducive to supporting civic and commercial uses.</p>

<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<p><b>Compatibility with Surroundings:</b> The zoning district is compatible with those surrounding the site:</p> <p><b>A-O (Apartment/Office) District:</b> The purpose of this district is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low-density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.</p>	<p>Yes. The existing medical clinic on subject property is a use permitted in the A-O (Apartment/Office) district, and medical use is adjacent to other medical and commercial uses. Surrounding uses consist of single-family dwellings, financial institutions and other medical uses.</p>
<p><b>Preferred Development Locations:</b> Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use, and/or land use.</p>	<p>Yes. The subject property is located off of George Dieter Drive and Physician Drive, which are classified as a Major Arterial and local street, respectively per the City's Major Thoroughfare Plan (MTP).</p>
<b>THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<p><b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>This property does not fall within any historic districts, special designations, or study plan areas.</p>
<p><b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested condition release.</p>	<p>Allowing vehicular access of George Dieter Drive would allow for access to the existing medical clinic while decreasing unnecessary commercial traffic from local streets and residential zones. Decreasing commercial traffic from residential zones would reduce noise pollution and increase safety for neighboring residential areas.</p>
<p><b>Natural Environment:</b> Anticipated effects on the natural environment.</p>	<p>The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.</p>

<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Stability:</b> Whether the area is stable or in transition.	The area is stable with no rezoning cases within the last 10 years.
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The condition restricting access on the subject property to Physicians Drive is no longer appropriate as George Dieter Drive is classified as a Major Arterial according the City of El Paso’s Major Thoroughfare Plan (MTP). Allowing access to the subject property from George Dieter Drive would benefit surrounding residential areas by alleviating unnecessary commercial traffic and noise while increasing the safety of surrounding residential properties.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The applicant is proposing vehicular access from Physicians Drive and George Dieter Drive which are classified as a Local street and Major Arterial, respectively per the City of El Paso’s Major Thoroughfare Plan (MTP). The classification of these roads are adequate for the use of medical clinic. The subject property has existing sidewalks along George Dieter Drive and Physicians Drive.

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

**PUBLIC COMMENT:** The subject property does not lie within any neighborhood or civic association. The applicant did inform the nearest neighborhood association, Las Palmas Neighborhood Association. Notices were sent to property owners within 300 feet on June 29, 2022. As of July 14, 2022, Planning received one (1) phone call of inquiry, but has not received any other communication in support or opposition to the condition release request.

**RELATED APPLICATIONS:** Detailed Site Development Plan – PZDS22-00002. The detailed site development – administrative approval is currently under review. The applicant is proposing to expanding his medical clinic by constructing an addition to the current building.

**OTHER CONSIDERATIONS:** Nearly every other commercial and medical property fronting George Dieter Drive along the entirety of the road provide vehicular access off George Dieter Drive.

### **CITY PLAN COMMISSION OPTIONS:**

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

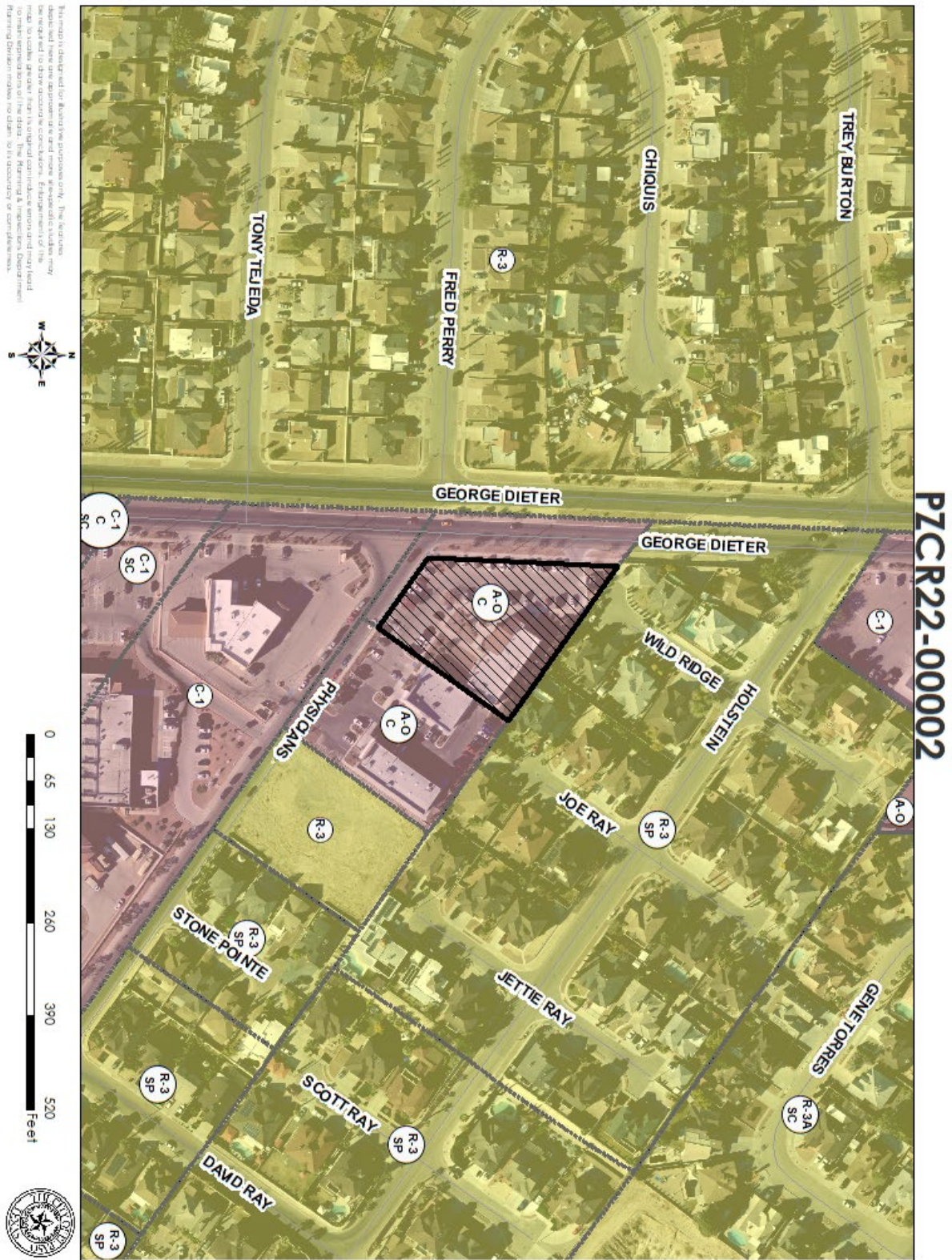
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)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

### **ATTACHMENTS:**

1. Zoning Map
2. Detailed Site Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Ordinance No. 15503

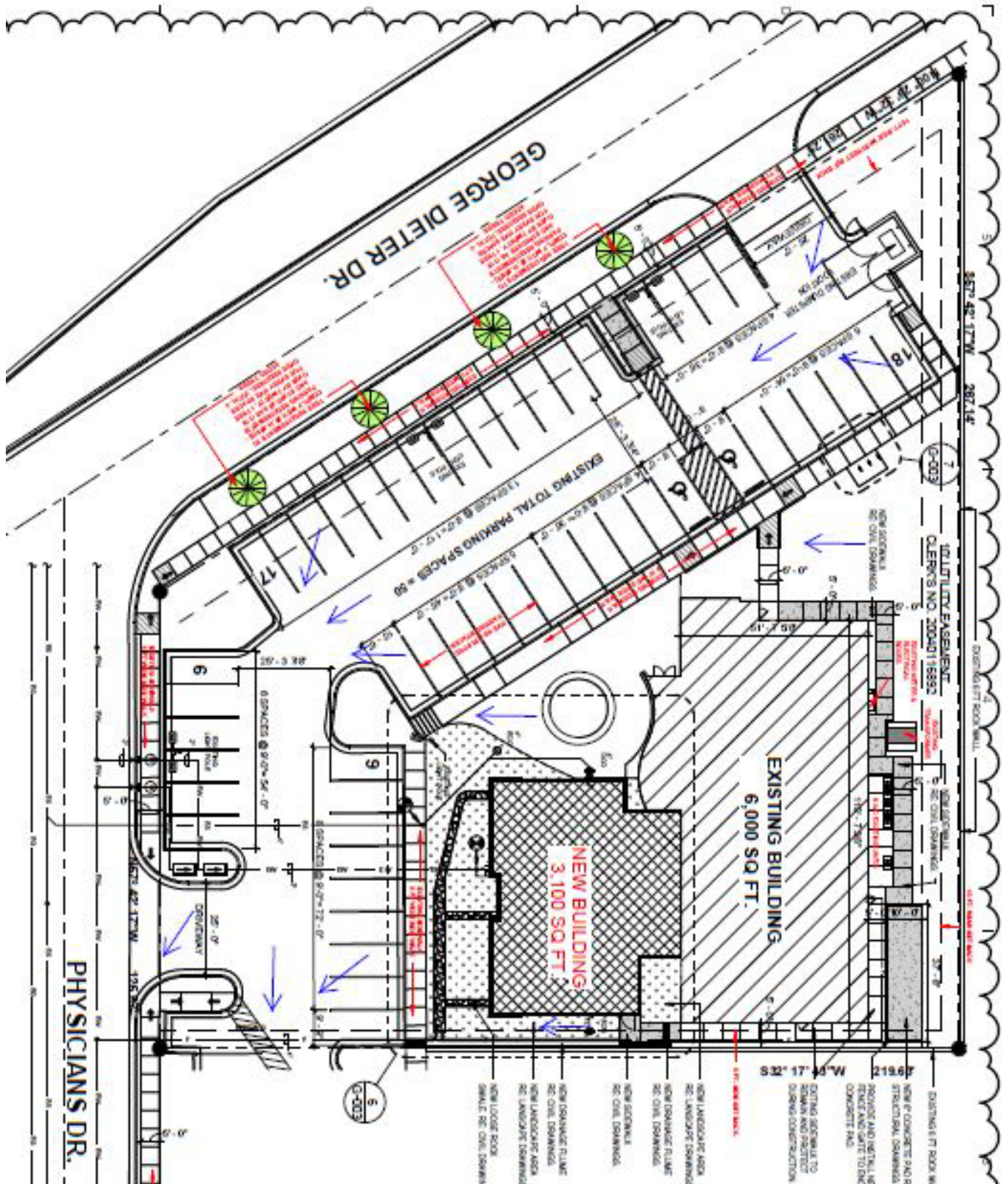


# ATTACHMENT 1





# ATTACHMENT 2



# **ATTACHMENT 3**

## **Planning and Inspections Department - Planning Division**

Recommend approval of the condition release request.

## **Planning and Inspections Department – Plan Review & Landscaping Division**

No objections to release condition No. 1 on Ordinance No. 15503. 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 the request.

## **Fire Department**

No adverse comments.

## **Police Department**

No comments received.

## **Environmental Services**

No comments received.

## **Streets and Maintenance Department**

No adverse comments for this application.

## **Sun Metro**

No comments received.

## **El Paso Water**

El Paso Water (EPWater) does not object to this request.

## **EPWU-PSB Comments**

There is an existing 8-inch diameter water main that extends along the north side of Physicians Dr. approximately 18-feet south of and parallel to the northern right-of-way line of Physicians Dr. This water main is available for service.

There is an existing 12-inch diameter water main that extends along George Dieter Dr. approximately 60-feet east of and parallel to the western right-of-way line of George Dieter Dr. This water main is available for service.

EPWater records indicate there is one (1) 2-inch domestic meter, one (1) ¾" yard meter, one (1) 4-inch fire-line meter and one(1) 6-inch fire line meter serving the subject property. The service address is 11861 Physicians Rd.

Previous water pressure from fire hydrant #05320 located at the northwest corner of the intersection of George Dieter Dr. and Fred Perry Dr., has yielded a static pressure of 66 pounds per square inch (psi), a residual pressure of 62 psi, and a discharge of 1321 gallons per minute.

## **Sanitary Sewer**

There is an existing 8-inch diameter sanitary sewer main along the north side of Physicians Dr. approximately 20-feet north of and parallel to the southern right-of-way line. This main dead-ends approximately 80-feet east of George Dieter Dr. This sanitary sewer main is available for service and main extension.

## **General**

An application for additional water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd floor. 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:**

No comments received.

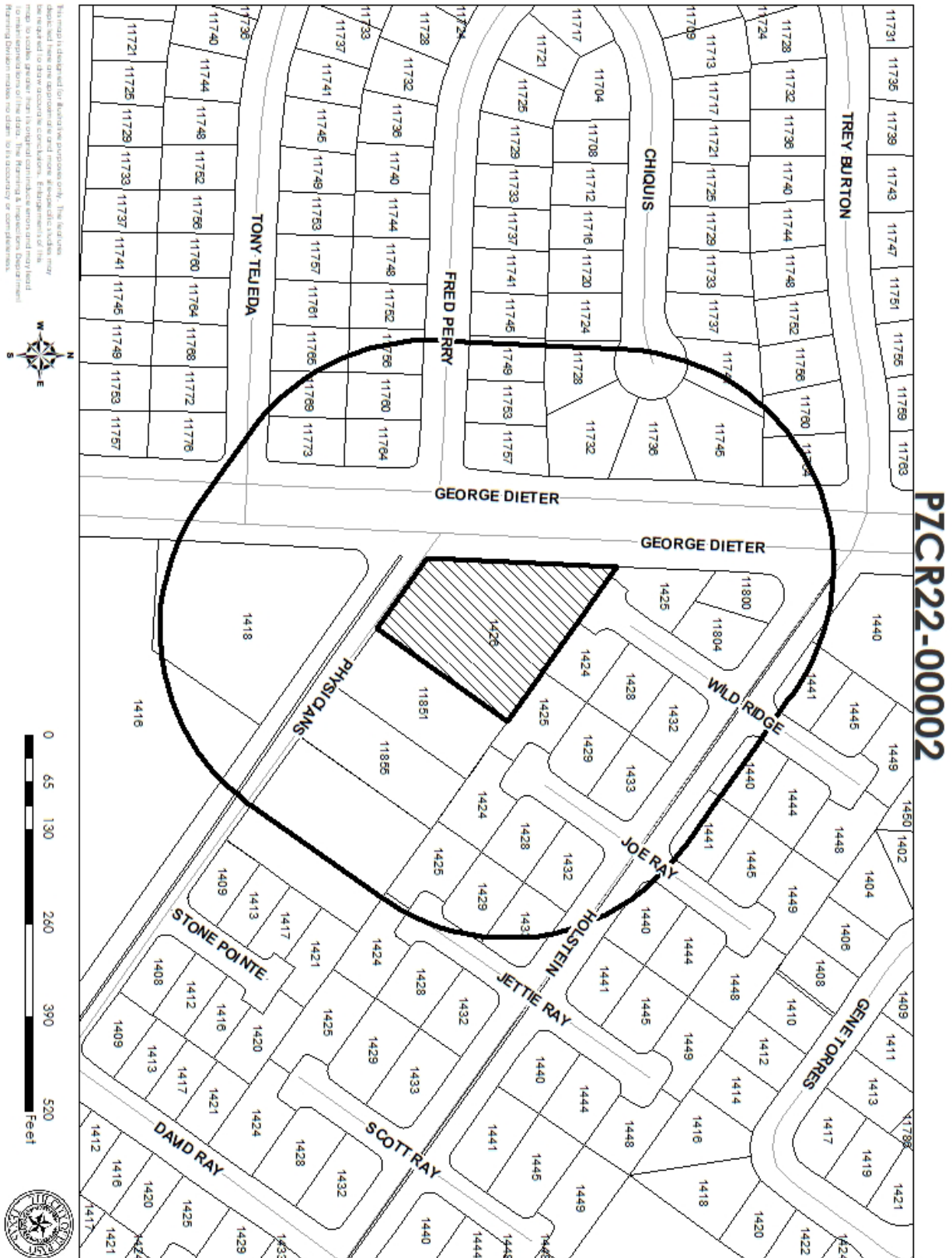
**Texas Department of Transportation**

No comments received.

**El Paso County Water Improvement District 1**

No comments received.

# ATTACHMENT 4



# ATTACHMENT 5

Doc# 20040085348

212

ORDINANCE NO. 15503

AN ORDINANCE CHANGING THE ZONING OF TRACT 21, O. A. DANIELSON SURVEY NO. 310, EL PASO, EL PASO COUNTY, TEXAS (GEORGE DIETER DRIVE AND PHYSICIANS DRIVE) FROM R-3 (RESIDENTIAL) TO A-O (APARTMENT-OFFICE) AND IMPOSING CERTAIN CONDITIONS. THE PENALTY BEING AS PROVIDED IN SECTION 20.68.010 OF THE EL PASO MUNICIPAL CODE.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the zoning of *Tract 21, O. A. DANIELSON SURVEY NO. 310, El Paso, El Paso County, Texas*, be changed **from R-3 (Residential) to A-O (Apartment-Office)**, within the meaning of the zoning ordinance, and that the zoning map of the City of El Paso be revised accordingly; and

That the property be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning **from R-3 (Residential) to A-O (Apartment-Office)**, in order to protect the health, safety and welfare of adjacent property owners and the residents of this city:

1. *That access to the property only be permitted from Physicians Drive.*
2. *That a minimum rear setback of 10 feet be required.*
3. *That a detailed site development plan be approved per the El Paso Municipal Code prior to building permits being issued.*

These conditions run with the land, is a charge and servitude thereon, and binds the current property owner and any successors in title. The City may enforce these conditions by injunction, by rescission of the zoning which is made appropriate as a result of this condition, or by any other legal or equitable remedy. The City Council of the City of El Paso may amend or

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ORDINANCE NO. 15503

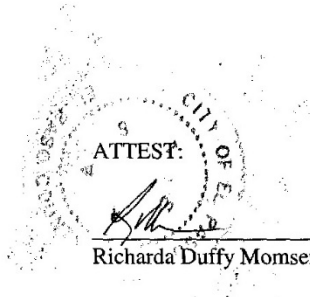
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7/31/03

Zoning Case No. ZC-02071

release the above condition in its discretion without the consent of any third person who may be benefited thereby, and without affecting the validity of this Ordinance.

**PASSED AND APPROVED** this 5<sup>th</sup> day of August 2003.



Richarda Duffy Momsen, City Clerk

THE CITY OF EL PASO

Joe Wardy  
Mayor

A handwritten signature of Joe Wardy, Mayor of the City of El Paso.

APPROVED AS TO FORM:

Matt Watson  
Assistant City Attorney

A handwritten signature of Matt Watson, Assistant City Attorney.

APPROVED AS TO CONTENT:

Rodolfo Valdez, Chief Urban Planner  
Planning, Research & Development

A handwritten signature of Rodolfo Valdez, Chief Urban Planner.

Acknowledgment

THE STATE OF TEXAS     )  
                                      )  
COUNTY OF EL PASO     )

This instrument is acknowledged before me on this 5<sup>th</sup> day of August, 2003,  
by JOE WARDY as Mayor of THE CITY OF EL PASO.

My Commission Expires:



A handwritten signature of Dora Nazariega, Notary Public.  
Notary Public, State of Texas  
Notary's Printed or Typed Name:  
Dora Nazariega

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ORDINANCE NO. 15503

2

7/31/03

Zoning Case No. ZC-02071

Doc# 20040085348  
#Pages 2 HNFPages 1  
3/10/2004 12:04:32 PM  
Filed & Recorded in  
Official Records of  
EL PASO COUNTY  
WALDO ALARCON  
COUNTY CLERK  
Fees \$16.00

SCANNED

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR  
OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW  
STATE OF TEXAS COUNTY OF EL PASO

I hereby certify that this instrument was filed on the date and time stamped  
hereon by me and was duly recorded in the volume and page of the Official  
Public Record of Real Property El Paso County.



EL PASO COUNTY, TEXAS

*Waldo Alarcon*  
SEP 10 2004



Legislation Text

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File #: 22-1036, Version: 1

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**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, Nina Rodriguez, (915) 212-1561

**AGENDA LANGUAGE:**

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

An Ordinance changing the zoning of Tract 17-C-85, Section 8, Block 79, Township 3, Texas Pacific Railway Surveys, 1681 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.

Subject Property: 1681 Joe Battle Boulevard

Applicant: Vesir Properties LLC, PZRZ22-00013

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

**AGENDA DATE:** August 16, 2022  
**PUBLIC HEARING DATE:** September 13, 2022

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Nina Rodriguez, (915) 212-1561

**DISTRICT(S) AFFECTED:** District 6

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

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

**SUBJECT:**

An Ordinance changing the zoning of Tract 17-C-85, Section 8, Block 79, Township 3, Texas Pacific Railway Surveys, 1681 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.

Subject Property: 1681 Joe Battle Boulevard  
Applicant: Vesir Properties LLC, PZRZ22-00013

**BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone from R-3 (Residential) to C-3 (Commercial) to allow for automobile (sales, service, storage & rental). City Plan Commission recommended 8-0 to approve the proposed request on June 16, 2022. As of August 9, 2022, the Planning Division has not received any 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?**   X   YES      NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

---

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE CHANGING THE ZONING OF TRACT 17-C-85, SECTION 8, BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY SURVEYS, 1681 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.**

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of **Tract 17-C-85, Section 8, Block 79, Township 3, Texas and Pacific Railway Surveys, 1681 Joe Battle Boulevard**, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-3 (Residential)** to **C-3 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**THE CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leaser, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

*Wendi N. Vineyard*

\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Philip F. Etiwe*  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department

ORDINANCE NO. \_\_\_\_\_



# Exhibit "A"

## **DORADO ENGINEERING GROUP, INC**

**2717 E. Yandell Dr. El Paso, Texas 79903 (915) 562-0002, Fax (915) 562-7743**

### **1681 Joe Battle Boulevard**

Metes and bounds description of Tract 17-C-85, Section 8, Block 79, Township 3, Texas and Pacific Railway Surveys, located at the City of El Paso, County of El Paso Texas and being more particularly described as follows;

Beginning on an existing city monument located at the centerline intersection of Saint Romeo Avenue and Bob Hope Avenue; Thence South  $00^{\circ}37'42''$  East along the centerline of Bob Hope Avenue a distance of twenty four and five hundredths (24.05) feet to a corner; Thence leaving the centerline if Bob Hope Avenue South  $90^{\circ}00'00''$  East a distance of thirty and no hundredths (30.00) feet to the Northerly corner of Tract 17-C-32, Section 8, Block 79, Township 3, Texas and Pacific Railway Surveys and Lot 1, Block 1, Rise V Subdivision; Thence South  $90^{\circ}00'00''$  East along the common line of said mention Tract 17-C-32, Section 8, Block 79, Township 3, Texas and Pacific Railway Surveys and Lot 1, Block 1, Rise V Subdivision a distance of four hundred five and fifty seven hundredths (405.57) feet to the common Easterly corner of Tract 17-C-32, and Tract 17-C-85, Section 8, Block 79, Township 3, Texas and Pacific Railway Surveys, said corner being the point of beginning;

Thence South  $90^{\circ}00'00''$  East along the common line of Lot 1, Block 1, Rise V Subdivision and Tract 17C-85, Section 8, Block 79, Township 3, Texas and Pacific Railway Surveys a distance of four hundred thirty five and sixty hundredths (435.60) feet for a corner on the Northerly right of way of Joe Battle Boulevard (Loop 375);


Thence South  $00^{\circ}37'42''$  West along the Northerly right of way of Joe Battle Boulevard (Loop 375) a distance of one hundred and no hundredths (100.00) feet to the common Southerly corner of Tract 17-C-61 and Tract 17-C-85, Section 8, Block 79, Texas and Pacific Railway Surveys;

Thence North 90°00'00" West along the common line of Tracts 17-C-61 and Tract 17-C-85, Section 8, Block 79, Township 3, Texas and Pacific Railway Surveys a distance of four hundred thirty five and sixty hundredths (435.60) feet to the common Northerly corner of Tract 17-C-61 and Tract 17-C-85, Section 8, Block 79, Township 3, Texas and Pacific Railway Surveys;

Thence North 00°37'42" East along the common line of Tracts 17-C-32 and Tract 17-C-85, Section 8, Block 79, Township 3, Texas and Pacific Railway Surveys a distance of one hundred and no hundredths (100.00) feet for a corner said corner being the point of beginning for this description.

Said Tract 17-C-85, Section 8, Block 79, Township 3, contains 43,557.00 square feet or 1.00 acres of land more or less.

Prepared by,

  
Fermin Dorado R.L.P.S



May 13, 2022

# 1681 Joe Battle Boulevard

City Plan Commission — June 16, 2022

REZONING



**CASE NUMBER:** PZRZ22-00013  
**CASE MANAGER:** Nina Rodriguez, (915) 212-1561, RodriguezNA@elpasotexas.gov  
**PROPERTY OWNER:** Vesir Properties, LLC  
**REPRESENTATIVE:** Dorado Engineering, Inc.  
**LOCATION:** 1681 Joe Battle Blvd. (District 6)  
**PROPERTY AREA:** 1.0 acres  
**REQUEST:** Rezone from R-3 (Residential) to C-3 (Commercial)  
**RELATED APPLICATIONS:** None  
**PUBLIC INPUT:** None received as of June 9, 2022

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from R-3 (Residential) to C-3 (Commercial) to allow for automobile (sales, service, storage & rental).

**STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the rezoning request as the proposed zone change and development is compatible with the surrounding land uses and the G-4, Suburban (Walkable) future land use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

## PZRZ22-00013

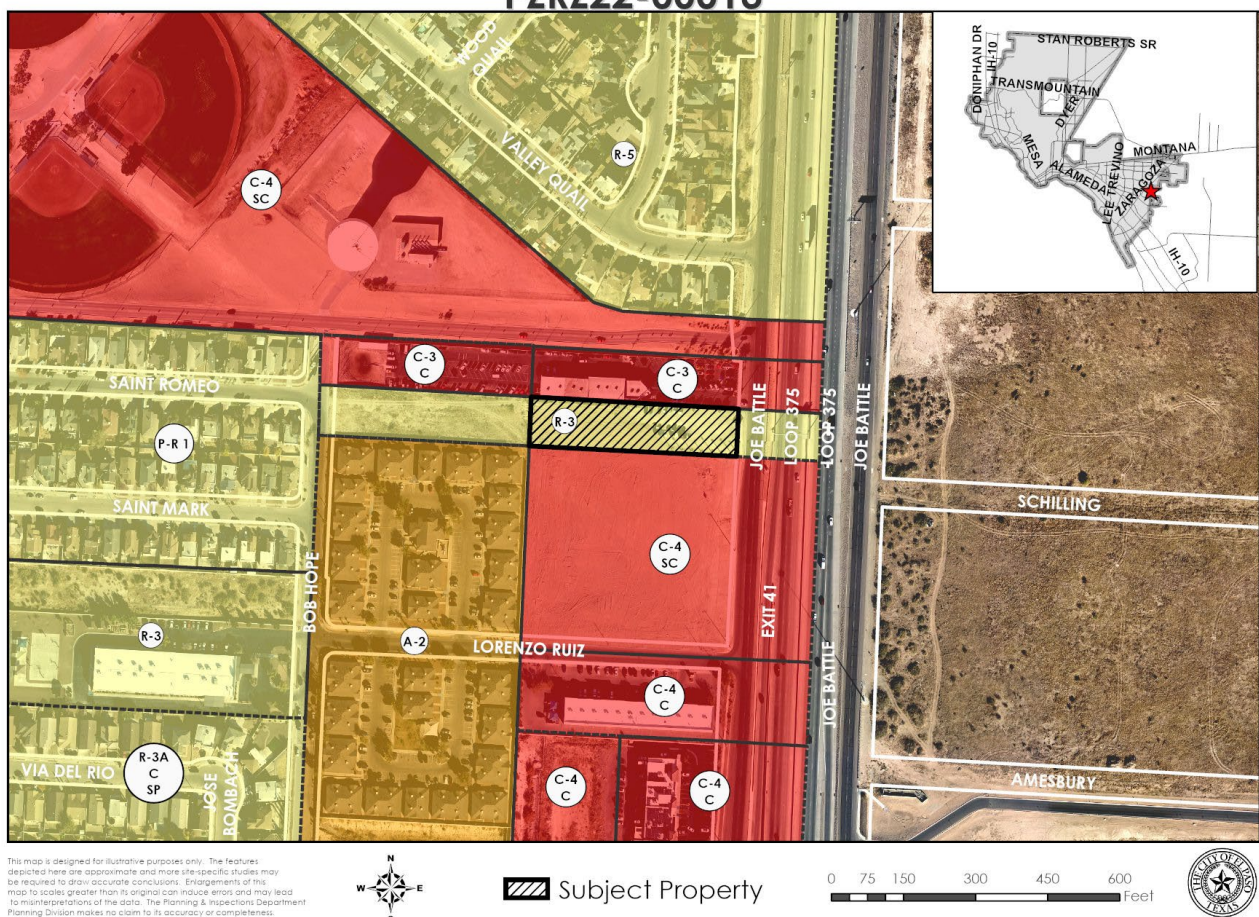


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone a 1.0-acre property from R-3 (Residential) to C-3 (Commercial) to allow for automobile (sales, service, storage and rental). The subject property is a proposed extension of an existing automobile (sales, service, storage and rental) use adjacently north of the subject property. The conceptual plan demonstrates 89 parking spaces. Access to the subject property is provided from Joe Battle Boulevard.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed automobile (sales, service, storage and rental) use and C-3 (Commercial) district is compatible with the commercial district in the immediate area, and is in character with the areas surrounding the subject property. The subject property is a proposed extension of the adjacent property to the north zoned C-3/c (Commercial/conditions), which is an existing automobile (sales, service, storage & rental) use. The property to the south is a vacant lot zoned C-4/sc (Commercial/special contract). The property to the west is a vacant lot zoned R-3 (Residential). The subject property is bound to the east by Joe Battle Boulevard with property to the east of Joe Battle Boulevard being a vacant lot located the El Paso extraterritorial jurisdiction (ETJ). Rezoning the subject property to a C-3 (Commercial) district, will allow for commercial use already present along Joe Battle Boulevard, while also serving as a buffer for residential properties located near Joe Battle Boulevard. The distance to the nearest school, Walter Clarke Middle School, is 0.80 miles and the distance to the nearest park, Walter Clarke Park, is 0.64 miles.

<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-4, Suburban Walkable:</b> This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed development is compatible with the future land use designation. The proposed automobile (sales, service, storage, and rental) use is an appropriate commercial use for this land use designation.</p>
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>C-3 (Commercial) District:</b> The purpose of these districts is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>Yes. The adjacent properties to the north and south are commercial zones. The property to the west is vacant zoned R-4 (Residential) and property to the east is vacant located within El Paso ETJ. Changing the current zoning designation of the subject property to C-3 (Commercial) will allow for commercial use already present along Joe Battle Boulevard, while also serving as a buffer for residential properties located near Joe Battle Boulevard.</p>
<p><b>Preferred Development Locations:</b> Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. Access to the subject property is provided by Joe Battle Boulevard, a freeway as classified under the City's Major Thoroughfare Plan. The classification of this road is appropriate for the proposed development. Adjacent properties to the north and south of the subject property along Joe Battle Boulevard are already zoned commercially. Changing the zoning designation of the subject property will keep a consistency of commercial zoning along this block along Joe Battle Boulevard.</p>



<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>THE PROPOSED ZONING DISTRICT’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	This property does not fall within any historic districts, special designations, or study plan areas.
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
<b>Stability:</b> Whether the area is stable or in transition.	The area is stable with no rezoning cases within the last 10 years.
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	R-3 Residential zones are not suitable as frontage locations along freeways. Further, the adjacent properties to the north and south of the subject property are already zoned commercial. Rezoning the subject property from R-3 (Residential) to C-3 (Commercial) will keep consistency in zoning for this area fronting Joe Battle Boulevard.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Access to the subject property is provided from Joe Battle Boulevard which is classified as a freeway per the City of El Paso’s Major Thoroughfare Plan (MTP) and is appropriate to support the proposed use. Sidewalks are already present along Joe Battle Boulevard.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments were received for the rezoning request from the reviewing departments.

**PUBLIC COMMENT:** The subject property does not reside within the boundaries of any neighborhood or civic associations identified by the City of El Paso. Notice of the proposed rezone was provided to all property owners within 300 feet of subject property on June 3, 2022. One (1) phone call of inquiry was received. The Planning Division has not received communication in support nor opposition.

**RELATED APPLICATIONS:** None.

#### **CITY PLAN COMMISSION OPTIONS:**

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

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

**ATTACHMENTS:**

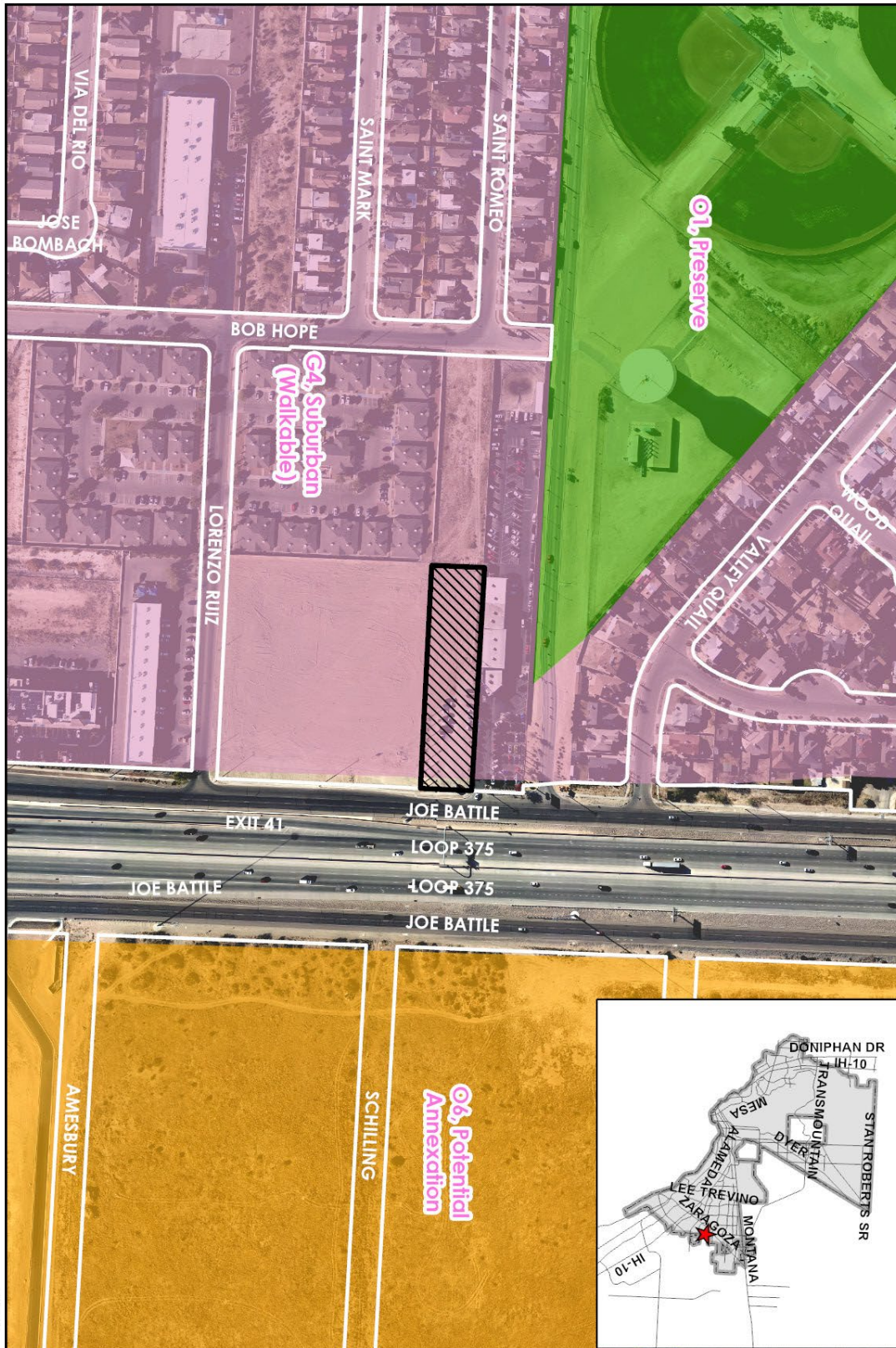
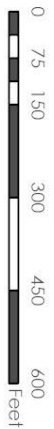
1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Generalized Plot Plan
4. Department Comments

# ATTACHMENT 1

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Engagements of this type are not intended to be used for legal purposes. The Planning Division makes no claim to its accuracy or completeness.



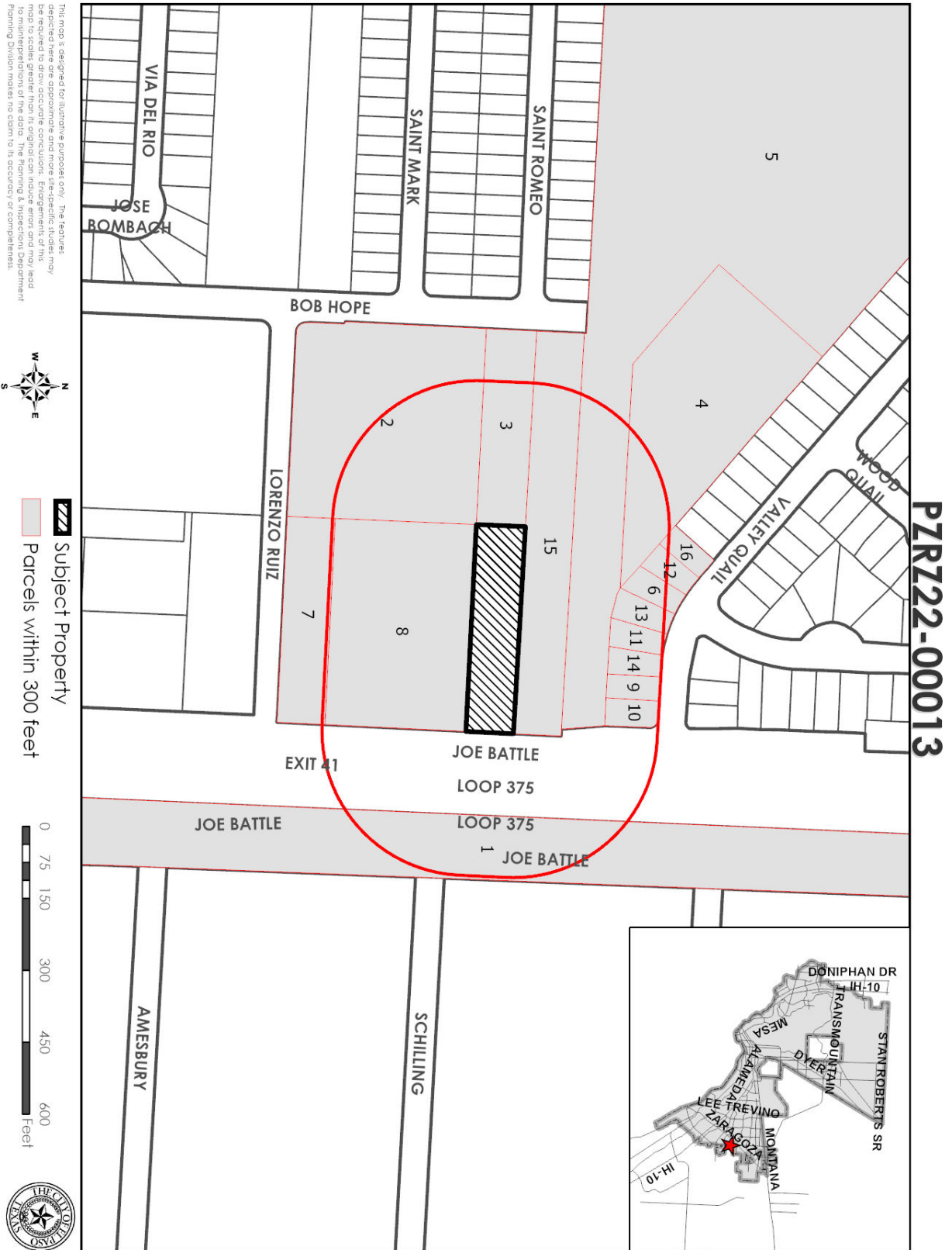
 Subject Property



PZR22-00013

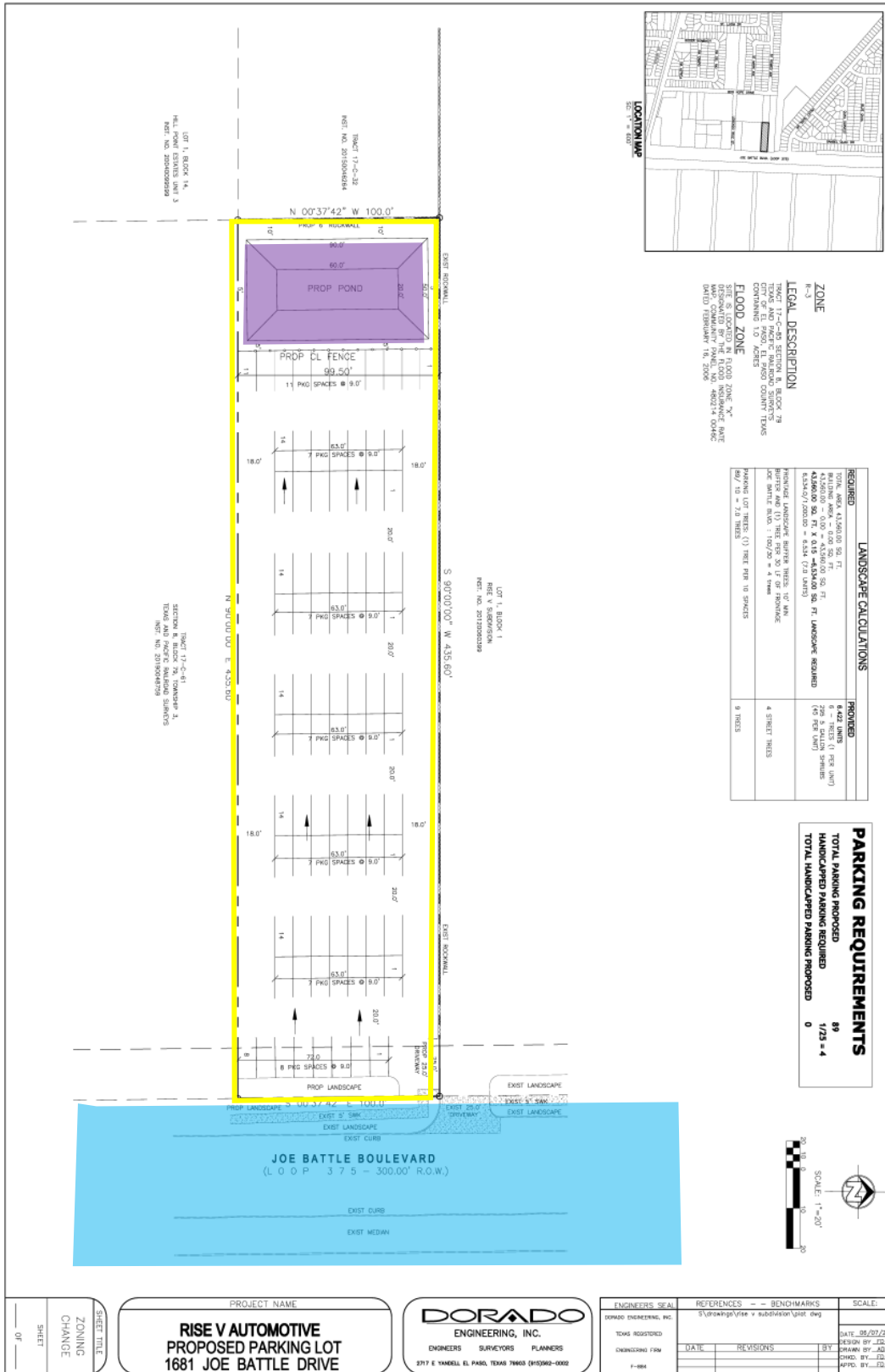


# ATTACHMENT 2





## **ATTACHMENT 3**



# **ATTACHMENT 4**

## **Planning and Inspections Department - Planning Division**

Staff recommends approval of the rezoning request as the proposed zone change and development is compatible with the surrounding community and the G-4, Suburban (Walkable) future land use designation of *Plan El Paso*.

## **Planning and Inspections Department – Plan Review & Landscaping Division**

Recommend Approval.

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

## **Planning and Inspections Department – Land Development**

No objections to proposed rezoning.

## **Fire Department**

Recommend approval.

## **Police Department**

No comments received.

## **911 District/El Paso County 911 District**

No comments received.

## **Environmental Services**

No comments received.

## **Streets and Maintenance Department**

TIA not required for this application

## **Sun Metro**

No comments received.

## **El Paso Water**

EPWater does not object to this request.

Joe Battle Blvd. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Joe Battle Blvd. right-of-way requires written permission from TxDOT.

There is an existing 8-inch diameter water main along an easement located at the property limit at Joe Battle Blvd. The water main is located approximately 5-ft west of the western right-of-way.

There is an existing 48-inch diameter flow line along a 25-foot easement located at the eastern limit of the property at Joe Battle Blvd. This water main is located approximately 10-feet west of the western right-of-way. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

Previous water pressure from fire hydrant #09588 located on Joe Battle Blvd. 515-feet north of Lorenzo Ruiz Ave., has yielded a static pressure of 60 (psi), a residual pressure of 54 (psi), and a discharge of 919 gallons per minute.

**Sanitary Sewer**

There is an existing 8-inch diameter sanitary sewer main extending along a 25-foot PSB easement west of and parallel to Joe battle Blvd. This main extends south of Valley Quail Dr. and dead ends just north of the subject property. This main is available for main extension.

**General**

A sanitary sewer main extension will be required to provide service. Owner is responsible for main installation costs. Sewer main extension is to cover the entire frontage of the property.

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.

**Storm Water**

The proposed ponding area shown, shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the pond as “Private”.

*Note: Comments to be addressed prior to construction*

**Texas Department of Transportation**

Please submit construction plans to [ELP\\_access@txdot.gov](mailto:ELP_access@txdot.gov) so we can review the grading, drainage, and proposed landscaping on TXDOT ROW.

*Note: Comments to be addressed prior to construction*



Legislation Text

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File #: 22-1037, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 4**

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

Planning and Inspections, Nina Rodriguez, (915) 212-1561

**AGENDA LANGUAGE:**

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

An Ordinance changing the zoning of Tract 5A, Section 15, Block 80, Township 1, Texas and Pacific Railway Company Surveys, 12191 Railroad Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-4 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 12191 Railroad Drive

Applicant: Jose Frias, PZRZ22-00017

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

**AGENDA DATE:** August 16, 2022  
**PUBLIC HEARING DATE:** September 13, 2022

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Nina Rodriguez, (915) 212-1561

**DISTRICT(S) AFFECTED:** District 4

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

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

**SUBJECT:**

An Ordinance changing the zoning of Tract 5A, Section 15, Block 80, Township 1, Texas and Pacific Railway Company Surveys, 12191 Railroad Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-4 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 12191 Railroad Drive  
Applicant: Jose Frias, PZRZ22-00017

**BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to C-4 (Commercial) to allow for general warehouse use. City Plan Commission recommended approval 5-0 with one (1) abstention of the proposed request on July 14, 2022. As of August 9, 2022, the Planning Division has not received any 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?**  X  YES \_\_\_ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE CHANGING THE ZONING OF TRACT 5A, SECTION 15, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, 12191 RAILROAD DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-4 (COMMERICAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *Tract 5A, Section 15, Block 80, Township 1, Texas and Pacific Railway Company Surveys, 12191 Railroad Drive, located in the City of El Paso, El Paso County, Texas*, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-F (Ranch and Farm)** to **C-4 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the health and safety of the community 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. *A Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code prior to issuance of building permits.*
2. *For general warehouse or heavy truck (sales, storage, repair, and rental) type uses, a minimum 30% landscaping shall be required. The 30% landscaping shall be calculated in accordance with El Paso City Code Section 18.46 Landscape, and shall include the landscaping required by El Paso City Code Section 18.46 Landscape.*

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 Leoser  
Mayor

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

*Wendi N. Vineyard*

\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Philip F. Etiwe*  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department

## EXHIBIT "A"

Tract 5A, Section 15, Block 80, Township 1,  
Texas and Pacific Railway Company Surveys  
City of El Paso, El Paso County, Texas

April 01, 2022

### METES AND BOUNDS DESCRIPTION

Exhibit "A"

**FIELD NOTE DESCRIPTION** of Tract 5A, Section 15, Block 80, Township 1, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

**COMMENCING FOR REFERENCE** at a found iron rod located on the common boundary corner of Tract 5A and Tract 5C, same being the southerly right-of-way line of Dyer Street (100' R.O.W.) and **THE POINT OF BEGINNING** of herein described parcel;

**THENCE**, leaving said common boundary corner and along the southerly right-of-way line of Dyer Street, North  $43^{\circ} 16' 00''$  East, a distance of 512.91 feet to a found iron rod at the common boundary corner of Tract 5A and North Point Industrial Park;

**THENCE**, leaving said southerly right-of-way line and along the common boundary line of Tract 5A and North Point Industrial Park, South  $46^{\circ} 44' 00''$  East, a distance of 518.74 feet to a found iron rod for corner at the northerly right-of-way line of Railroad Drive (120' R.O.W.);

**THENCE**, leaving said common boundary line of Tract 5A and North Point Industrial Park and along the northerly right-of-way line of Railroad Drive, South  $28^{\circ} 25' 36''$  West, a distance of 435.63 feet to a found iron rod at the common boundary corner of Tract 5A and Tract 5C;

**THENCE**, leaving said northerly right-of-way line of Railroad Drive and along the common boundary line of Tract 5A and Tract 5C, North  $61^{\circ} 34' 24''$  West, a distance of 335.89 feet to a found iron rod for corner;

**THENCE**, continuing along the common boundary line of Tract 5A and Tract 5C, South  $37^{\circ} 07' 59''$  West, a distance of 5.82 feet to a found iron rod for corner;

**THENCE**, continuing along the common boundary line of Tract 5A and Tract 5C, North  $46^{\circ} 44' 00''$  West, a distance of 306.25 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 283,961.37 square feet or 6.5189 Acres of land more or less.

Carlos M. Jimenez  
Registered Professional Land Surveyor  
Texas No. 3950

CAD CONSULTING COMPANY.  
1790 Lee Trevino Suite #309  
El Paso, Texas 79936  
(915) 633-6422  
J:\M&B\2018\18-0380.wpd





# 12191 Railroad Drive

City Plan Commission — July 14, 2022

REZONING



**CASE NUMBER:** PZRZ22-00017  
**CASE MANAGER:** Nina Rodriguez, (915) 212-1561, RodriguezNA@elpasotexas.gov  
**PROPERTY OWNER:** Frias Real Estate LLC  
**REPRESENTATIVE:** Jose Frias  
**LOCATION:** 12191 Railroad Dr. (District 4)  
**PROPERTY AREA:** 6.56 acres  
**REQUEST:** Rezone from R-F (Ranch and Farm) to C-4 (Commercial)  
**RELATED APPLICATIONS:** None  
**PUBLIC INPUT:** None received as of July 7, 2022

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to C-4 (Commercial) to allow for general warehouse use.

**STAFF RECOMMENDATION:** Staff recommends **APPROVAL WITH CONDITIONS** of the request as the proposed zone change and development is compatible with the surrounding land uses and zoning districts, in accordance with the G-4, Suburban (Walkable) Future Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The conditions are the following:

1. A Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code prior to issuance of building permits.
2. For general warehouse or heavy truck (sales, storage, repair, and rental) type uses, a minimum 30% landscaping shall be required. The 30% landscaping shall be calculated in accordance with El Paso City Code Section 18.46 Landscape, and shall include the landscaping required by El Paso City Code Section 18.46 Landscape.

## PZRZ22-00017

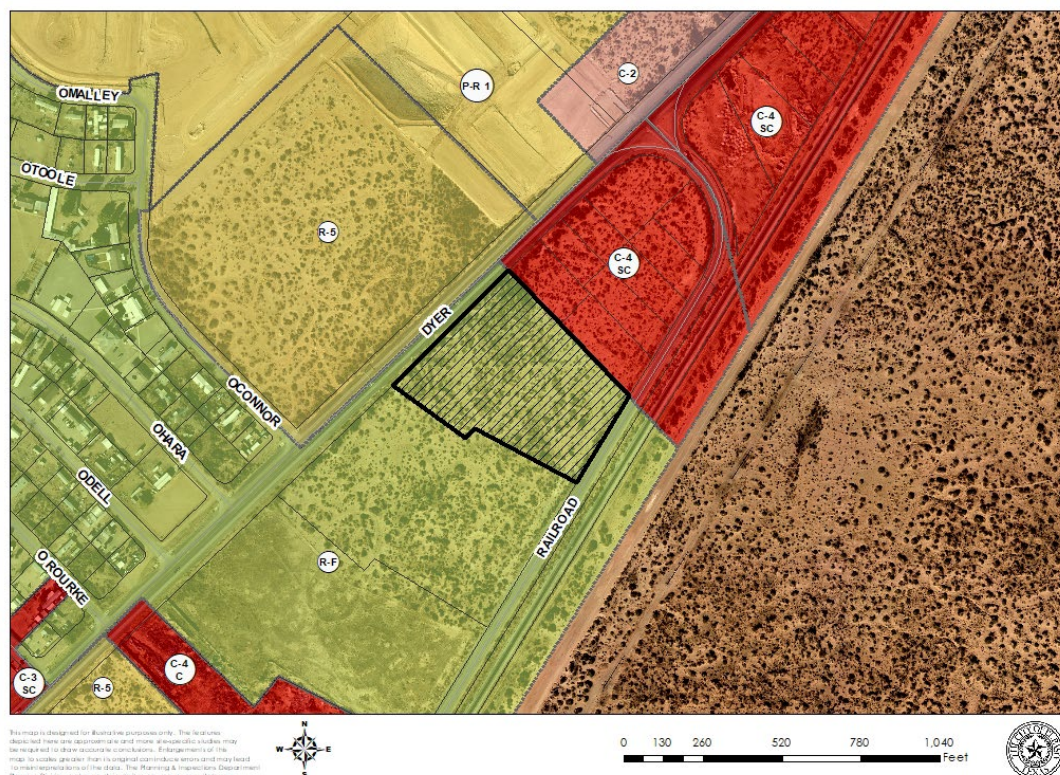


Figure A. Subject Property & Immediate Surroundings



**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone a 6.56-acre property from R-F (Ranch and Farm) to C-4 (Commercial) to allow for general warehouse use. The conceptual plan shows a 60,000 square foot building with loading docks, onsite parking, and a ponding area. Access to the subject property is provided from Railroad Drive.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed general warehouse use and C-4 (Commercial) district is compatible with the commercial district along Railroad Drive. The properties to the north, south, east and west of the subject property are currently vacant lots. The properties to the north are zoned C-4/sc (Commercial/special contract), to the south are zoned R-F (Ranch and Farm), and to the west is zoned R-5 (Residential). The subject property is bound to the east by Railroad Drive with property to the east of Railroad Drive being a vacant lot located within the boundaries of the Fort Bliss military base. Rezoning the subject property to a C-4 (Commercial) district will expand the permissibility of commercial uses already allowed along Railroad Drive. The distance to the nearest school, Desertaire Elementary School, is 4.15 miles and the distance to the nearest park, Mesquite Hill Park, is 1.13 miles.

<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-4, Suburban Walkable:</b> This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed zone change from R-F (Ranch and Farm) to C-4 (Commercial) is compatible with the future land use designation and the proposed general warehouse use is an appropriate commercial use for The use of general warehouse is consistent with the commercial zoning and use along Railroad</p>
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>C-4 (Commercial) District:</b> The purpose of these districts is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.</p>	<p>Yes. The adjacent properties to the north are commercial zones. The property to the west is vacant zoned R-5 (Residential), the property to the south is vacant and zoned R-F (Ranch and Farm), and the property to the east is vacant located within the boundaries of Fort Bliss military base. Changing the current zoning designation of the subject property to C-4 (Commercial) will allow for commercial permissibility already allowed along Railroad Drive.</p>
<p><b>Preferred Development Locations:</b> Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. Access to the subject property is provided through Railroad Drive and Dyer Street, major arterials, as classified under the City's Major Thoroughfare Plan. The classification of this road is appropriate for the proposed development. The properties to north of the subject property along Railroad Drive are already zoned commercially. Changing the zoning designation of the subject property will expand the permissibility of commercial uses already present along Railroad Drive.</p>
<b>THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<p><b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations</p>	<p>This property does not fall within any historic districts, special designations, or study plan areas.</p>

<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
<b>Stability:</b> Whether the area is stable or in transition.	The area is in transition with nearby properties rezoned from R-F (Ranch and Farm) to R-5 (Residential) across Dyer Street in 2019, and properties rezoned from M-1 (Light Industrial) to C-4 (Commercial) in 2021 and R-F (Ranch and Farm) to R-5 (Residential) in 2021 farther south from the subject property.
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The properties to the north are already zoned commercial. Rezoning the subject property from R-F (Ranch and Farm) to C-4 (Commercial) will expand the permissibility of commercial uses already allowed along Railroad Drive.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Access to the subject property is provided from Railroad Drive and Dyer Street which are classified as major arterials per the City of El Paso's Major Thoroughfare Plan (MTP) and are adequate to support the proposed use.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments were received for the rezoning request from the reviewing departments.

**PUBLIC COMMENT:** The subject property does not reside within the boundaries of any neighborhood or civic associations identified by the City of El Paso. Notice of the proposed rezone was provided to all property owners within 300 feet of subject property on June 16, 2022. The Planning Division has not received communication in support nor opposition to this request.

**RELATED APPLICATIONS:** None.

#### **CITY PLAN COMMISSION OPTIONS:**

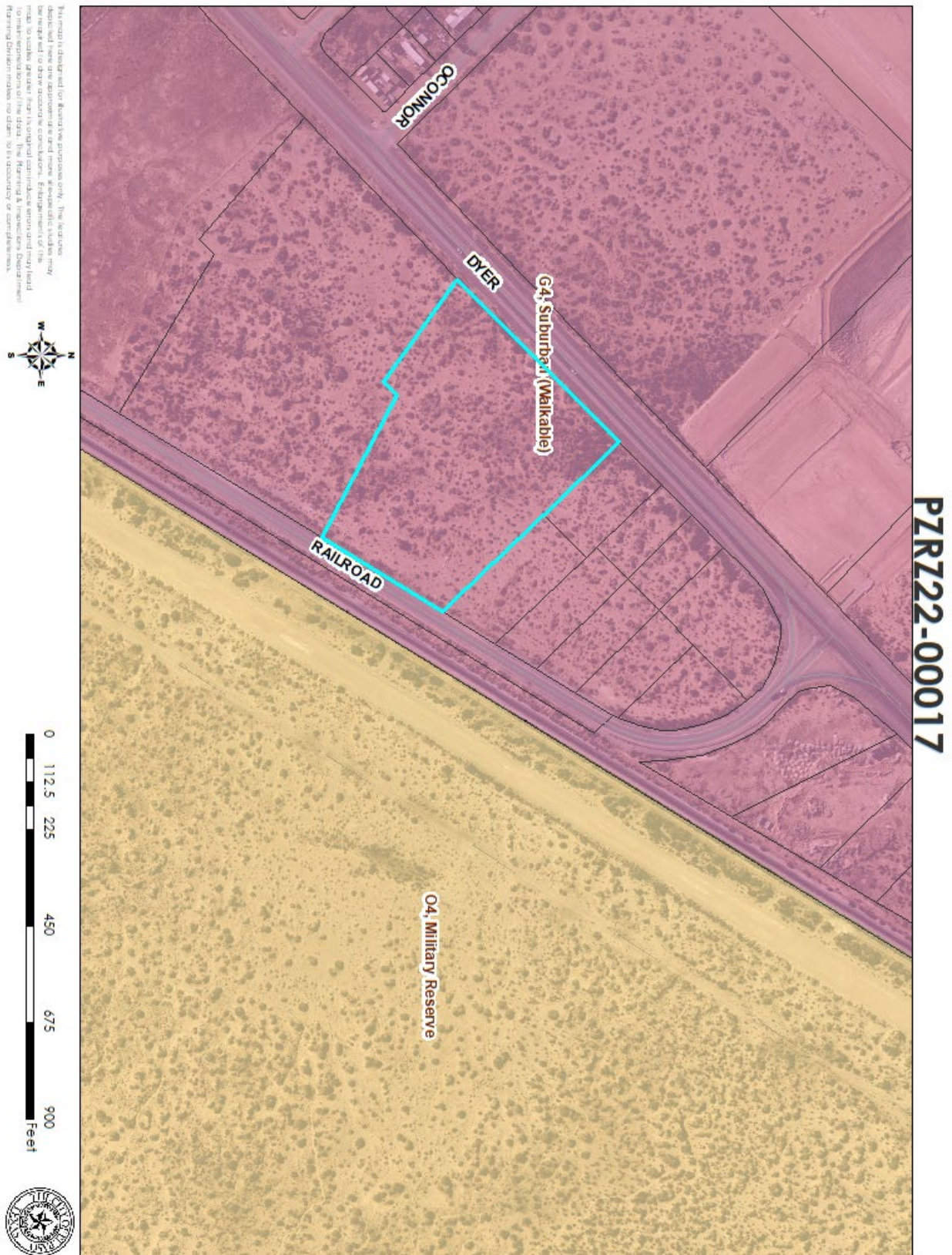
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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

**ATTACHMENTS:**

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

# ATTACHMENT 1





**LEGAL DESCRIPTION:**  
 BEING ALL OF TRACT 8A,  
 SECTION 16, BLOCK 80, TOWNSHIP 1,  
 TEXAS AND PACIFIC RAILWAY COMPANY  
 SURVEYS, CITY OF EL PASO,  
 EL PASO COUNTY, TEXAS

**283,961.27 SQ. FT. OR 6.5196 ACRES**  
**LANDSCAPE - 88,000 SQ. FT. APPROX.**



## PROPOSED SITE PLAN

 $\overline{r} = 90'$

# **ATTACHMENT 3**

## **Planning and Inspections Department - Planning Division**

Recommend approval with conditions of rezoning request. The conditions being:

1. *A Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code prior to issuance of building permits.*
2. *For general warehouse or heavy truck (sales, storage, repair, and rental) type uses, a minimum 30% landscaping shall be required. The 30% landscaping shall be calculated in accordance with El Paso City Code Section 18.46 Landscape, and shall include the landscaping required by El Paso City Code Section 18.46 Landscape.*

## **Planning and Inspections Department – Plan Review & Landscaping Division**

1. The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

## **Planning and Inspections Department – Land Development**

1. Recommend Approval.
2. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision.
3. Label pond depth and side slope angles.
4. Fencing along lot frontage should be a combination rock wall and wrought iron abutting the ponding area.
5. No stormwater runoff allowed into Dyer street.

*Note: Comments to be addressed during building permit review.*

## **Fire Department**

Recommend approval. No adverse comments.

## **Police Department**

No comments received.

## **Environmental Services**

No comments received.

## **Streets and Maintenance Department**

A TIA is not required for this application per Section 19.18.010.B. of the El Paso Code.

## **Sun Metro**

No comments received.

## **El Paso Water**

El Paso Water (EPWater) does not object to this request.

1. The subject property is located within the City of El Paso Northeast Impact Fee Service Area. Impact fees will be assessed at the time of plat and collected after the El Paso Water receives an application for water and/or sanitary sewer services.
2. There are no water or sewer mains fronting the property at this time

## **EPWU-PSB Comments**

1. There is an existing 12-inch diameter water main that extends along the east side of Dyer Street. No water services from this main are allowed since the main is exclusively dedicated to provide service to the McGregor Range site.

2. A 16-inch diameter water main that will be located parallel to Dyer Street and within a 25-foot PSB easement will begin construction spring of 2022. Construction is estimated to be completed within the 22-23 fiscal year. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board Rules & Regulations but this main will be available for main extensions.
3. Previous water pressure from fire hydrant #3626 located at the northwest corner of O'Toole Dr. and O'Conner Dr. has yield a static pressure of 50 (psi), a residual pressure of 20 (psi) and a discharge of 856 gallons per minute (gpm).

#### **Sanitary Sewer**

1. There are no sanitary sewer mains in the vicinity of the subject property at this time. The 30-inch diameter Northeast Dyer/Railroad Drive Interceptor will begin construction in the spring 2022. This sanitary sewer main will be located parallel to Dyer Street and within a 25-foot PSB easement in the southwest corner of the subject property. Construction is estimated to be completed within the 22-23 fiscal year. No direct service connections are allowed to the interceptor as per the El Paso Water – Public Service Board Rules and Regulations.

#### **General**

1. Water and sanitary sewer main extensions will be necessary to provide service to the property. Water main shall be extended creating a looped system. Owner is responsible for the cost of main extensions.
2. Dyer Street is Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Dyer Street requires permission from TxDOT.
3. An application for water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd floor. 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:**

No comments received.

#### **Texas Department of Transportation**

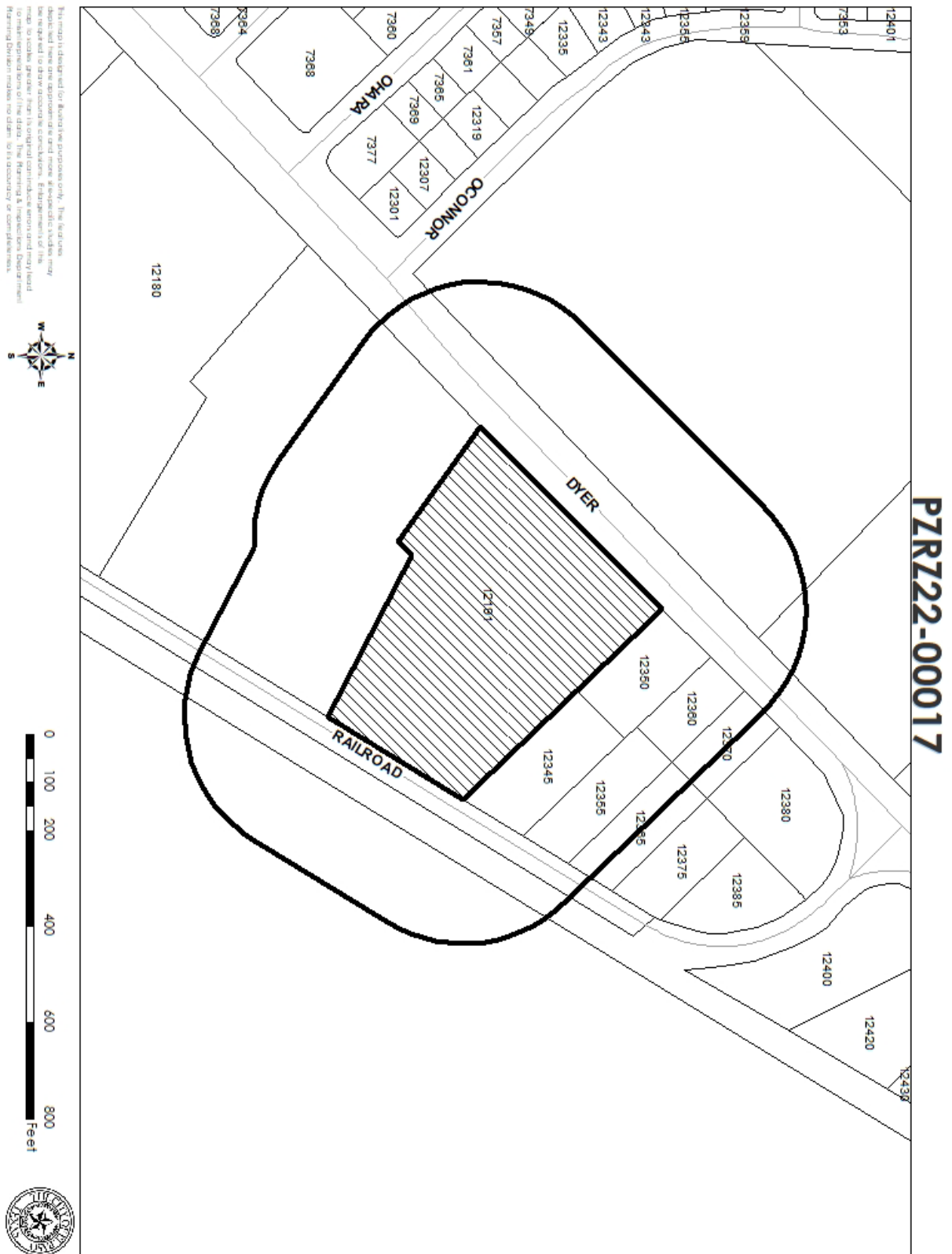
Please adhere to the attached checklist on page 2 of the packet and submit grading and drainage plans for review/approval at [ELP\\_Access@txdot.gov](mailto:ELP_Access@txdot.gov).

*Note: Comments to be addressed during building permit review.*

#### **El Paso County Water Improvement District 1**

No comments received.

# ATTACHMENT 4







Legislation Text

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File #: 22-1038, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 4**

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

Planning and Inspections, Luis Zamora, (915) 212-1552

**AGENDA LANGUAGE:**

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

An Ordinance changing the zoning of the following real property known as: Parcel-7: the east 10 feet of Lot 4 and all of Lots 5, 6, and 7, Los Ranchitos Subdivision Replat, City of El Paso, El Paso County, Texas, from C-1 (Commercial) to R-4 (Residential); and, Parcel-8: Lots 8, 9, 10, 11, and 12, Los Ranchitos Subdivision Replat, City of El Paso, El Paso County, Texas, from C-2/sc (Commercial/special contract) to R-4/sc (Residential/special contract); and, Parcel-9: Lots 13, 14, 15, and 16, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C-1/sc (Commercial/special contract) to R-4/sc (Residential/special contract); and, Parcel-10: Lot 85, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C-1/sc (Commercial/special contract) to R-4/sc (Residential/special contract); and, Parcel-11: Lots 82, 83, and 84, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C-1 (Commercial) to R-4 (Residential); and, Parcel-12: Lots 62 and 77, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C-1 (Commercial) to R-4 (Residential); and, Parcel-13: Lot 76, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C-1/sc (Commercial/special contract) to R-4/sc (Residential/special contract); and, Parcel-14: Lot 76, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C-1 (Commercial) to R-4 (Residential); and, Parcel-15: Tract 11, Section 38, Block 81, Township 1, T&P Railway Co. Surveys, City Of El Paso, El Paso County, Texas, from A-M/sc (Apartment/Mobile Home Park/special contract) to R-4/sc (Residential/special contract); and, Parcel-16: lots 22, 23, 24, and 51, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from R-4/sp (Residential/special permit) to R-4 (Residential), and that Special Permit Ordinance No. 12205 approved on December 20, 1994 is hereby rescinded; and, Parcel-17: Lots 27 and 28, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from R-4/sp (Residential/special permit) to R-4 (Residential), and that Special Permit Resolution No. SP 82-9 approved on June 1, 1982 is hereby rescinded; and, Parcel-18: Lots 54 and 55, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from A-O (Apartment/Office) to R-4 (Residential), 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: 5510 Will Ruth Ave.

Applicant: El Paso Water, PZRZ22-00006



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

**AGENDA DATE:** August 16, 2022  
**PUBLIC HEARING DATE:** September 13, 2022

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Luis Zamora, (915) 212-1552

**DISTRICT(S) AFFECTED:** District 4

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

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

**SUBJECT:**

An Ordinance changing the zoning of the following real property known as: Parcel-7: the east 10 feet of Lot 4 and all of Lots 5, 6, and 7, Los Ranchitos Subdivision Replat, City of El Paso, El Paso County, Texas, from C-1 (Commercial) to R-4 (Residential); and, Parcel-8: Lots 8, 9, 10, 11, and 12, Los Ranchitos Subdivision Replat, City of El Paso, El Paso County, Texas, from C-2/sc (Commercial/special contract) to R-4/sc (Residential/special contract); and, Parcel-9: Lots 13, 14, 15, and 16, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C-1/sc (Commercial/special contract) to R-4/sc (Residential/special contract); and, Parcel-10: Lot 85, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C-1/sc (Commercial/special contract) to R-4/sc (Residential/special contract); and, Parcel-11: Lots 82, 83, and 84, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C-1 (Commercial) to R-4 (Residential); and, Parcel-12: Lots 62 and 77, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C-1 (Commercial) to R-4 (Residential); and, Parcel-13: Lot 76, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C-1/sc (Commercial/special contract) to R-4/sc (Residential/special contract); and, Parcel-14: Lot 76, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from C-1 (Commercial) to R-4 (Residential); and, Parcel-15: Tract 11, Section 38, Block 81, Township 1, T&P Railway Co. Surveys, City Of El Paso, El Paso County, Texas, from A-M/sc (Apartment/Mobile Home Park/special contract) to R-4/sc (Residential/special contract); and, Parcel-16: lots 22, 23, 24, and 51, los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from R-4/sp (Residential/special permit) to R-4 (Residential), and that Special Permit Ordinance No. 12205 approved on December 20, 1994 is hereby rescinded; and, Parcel-17: Lots 27 and 28, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from R-4/sp (Residential/special permit) to R-4 (Residential), and that Special Permit Resolution No. SP 82-9 approved on June 1, 1982 is hereby rescinded; and, Parcel-18: Lots 54 and 55, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, from A-O (Apartment/Office) to R-4 (Residential), 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: 5510 Will Ruth Ave.  
Applicant: El Paso Water, PZRZ22-00006

**BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone to consolidate all subject properties under one zoning district and that previous special permits be rescinded. City Plan Commission recommended unanimously to approve 8-0 the proposed rezoning on June 16, 2022. As of August 9, 2022, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

Revised 04/09/2021

**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

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\*\*\*\*\***REQUIRED AUTHORIZATION**\*\*\*\*\*

**DEPARTMENT HEAD:** Philip Fiore

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY KNOWN AS:**

**PARCEL-7: THE EAST 10 FEET OF LOT 4 AND ALL OF LOTS 5, 6, AND 7, LOS RANCHITOS SUBDIVISION REPLAT, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1 (COMMERCIAL) TO R-4 (RESIDENTIAL); AND,**

**PARCEL-8: LOTS 8, 9, 10, 11, AND 12, LOS RANCHITOS SUBDIVISION REPLAT, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-2/SC (COMMERCIAL/SPECIAL CONTRACT) TO R-4/SC (RESIDENTIAL/SPECIAL CONTRACT); AND,**

**PARCEL-9: LOTS 13, 14, 15, AND 16, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1/SC (COMMERCIAL/SPECIAL CONTRACT) TO R-4/SC (RESIDENTIAL/SPECIAL CONTRACT); AND,**

**PARCEL-10: LOT 85, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1/SC (COMMERCIAL/SPECIAL CONTRACT) TO R-4/SC (RESIDENTIAL/SPECIAL CONTRACT); AND,**

**PARCEL-11: LOTS 82, 83, AND 84, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1 (COMMERCIAL) TO R-4 (RESIDENTIAL); AND,**

**PARCEL-12: LOTS 62 AND 77, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1 (COMMERCIAL) TO R-4 (RESIDENTIAL); AND,**

**PARCEL-13: LOT 76, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1/SC (COMMERCIAL/SPECIAL CONTRACT) TO R-4/SC (RESIDENTIAL/SPECIAL CONTRACT); AND,**

**PARCEL-14: LOT 76, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1 (COMMERCIAL) TO R-4 (RESIDENTIAL); AND,**

**PARCEL-15: TRACT 11, SECTION 38, BLOCK 81, TOWNSHIP 1, T&P RAILWAY CO. SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM A-M/SC (APARTMENT/MOBILE HOME PARK/SPECIAL CONTRACT) TO R-4/SC (RESIDENTIAL/SPECIAL CONTRACT); AND,**

**PARCEL-16: LOTS 22, 23, 24, AND 51, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-4/SP (RESIDENTIAL/SPECIAL PERMIT) TO R-4 (RESIDENTIAL), AND THAT SPECIAL PERMIT ORDINANCE NO. 12205 APPROVED ON DECEMBER 20, 1994 IS HEREBY RESCINDED; AND,**

**PARCEL-17: LOTS 27 AND 28, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-4/SP (RESIDENTIAL/SPECIAL PERMIT) TO R-4 (RESIDENTIAL), AND THAT SPECIAL PERMIT RESOLUTION NO. SP 82-9 APPROVED ON JUNE 1, 1982 IS HEREBY RESCINDED; AND,**

**PARCEL-18: LOTS 54 AND 55, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM A-O (APARTMENT/OFFICE) TO R-4 (RESIDENTIAL),**

**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:**

**ORDINANCE NO. \_\_\_\_\_**

**Zoning Case No: PZRZ22-00006**

22-1007-2935|1189014

Rezoning Ordinance Multiple Lots No Conditions | PZRZ22-00006 5510 Will Ruth  
WNV

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *Parcel-7: The east 10 feet of Lot 4 and all of Lots 5, 6, and 7, Los Ranchitos Subdivision Replat*, 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; and, *Parcel-8: Lots 8, 9, 10, 11, and 12, Los Ranchitos Subdivision Replat*, 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; and, *Parcel-9: Lots 13, 14, 15, and 16, Los Ranchitos Subdivision*, 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; and, *Parcel-10: Lot 85, Los Ranchitos Subdivision*, 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; and, *Parcel-11: Lots 82, 83, and 84, Los Ranchitos Subdivision*, 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; and, *Parcel-12: Lots 62 and 77, Los Ranchitos Subdivision*, 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; and, *Parcel-13: Lot 76, Los Ranchitos Subdivision*, 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; and, *Parcel-14: Lot 75, Los Ranchitos Subdivision*, 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; and, *Parcel-15: Tract 11, Section 38, Block 81, Township 1, T&P Railway Co. Surveys*, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit “A”, incorporated by reference; and, *Parcel-16: Lots 22, 23, 24, and 51, Los Ranchitos Subdivision*, 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; and, *Parcel-17: Lots 27 and 28, Los Ranchitos Subdivision*, 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; and, *Parcel-18: Lots 54 and 55, Los Ranchitos Subdivision*, 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 as listed for **PARCEL-7: FROM C-1 (COMMERCIAL) TO R-4**

**ORDINANCE NO.** \_\_\_\_\_

22-1007-2935|1189014

Rezoning Ordinance Multiple Lots No Conditions | PZRZ22-00006 5510 Will Ruth  
WNV

**Zoning Case No:** PZRZ22-00006

(RESIDENTIAL); **PARCEL-8:** FROM C-2/SC (COMMERCIAL/SPECIAL CONTRACT) TO R-4/SC (RESIDENTIAL/SPECIAL CONTRACT); **PARCEL-9:** FROM C-1/SC (COMMERCIAL/SPECIAL CONTRACT) TO R-4/SC (RESIDENTIAL/SPECIAL CONTRACT); **PARCEL-10:** FROM C-1/SC (COMMERCIAL/SPECIAL CONTRACT) TO R-4/SC (RESIDENTIAL/SPECIAL CONTRACT); **PARCEL-11:** FROM C-1 (COMMERCIAL) TO R-4 (RESIDENTIAL); **PARCEL-12:** FROM C-1 (COMMERCIAL) TO R-4 (RESIDENTIAL); **PARCEL-13:** FROM C-1/SC (COMMERCIAL/SPECIAL CONTRACT) TO R-4/SC (RESIDENTIAL/SPECIAL CONTRACT); **PARCEL-14:** FROM C-1 (COMMERCIAL) TO R-4 (RESIDENTIAL); **PARCEL-15:** A-M/SC (APARTMENT/MOBILE HOME PARK/SPECIAL CONTRACT) TO R-4/SC (RESIDENTIAL/SPECIAL CONTRACT); **PARCEL-16:** FROM R-4/SP (RESIDENTIAL/SPECIAL PERMIT) TO R-4 (RESIDENTIAL), AND THAT SPECIAL PERMIT ORDINANCE NO. 12205 APPROVED ON DECEMBER 20, 1994 IS HEREBY RESCINDED; **PARCEL-17:** FROM R-4/SP (RESIDENTIAL/SPECIAL PERMIT) TO R-4 (RESIDENTIAL), AND THAT SPECIAL PERMIT RESOLUTION NO. SP 82-9 APPROVED ON JUNE 1, 1982 IS HEREBY RESCINDED; and **PARCEL-18:** FROM A-O (APARTMENT/OFFICE) TO R-4 (RESIDENTIAL), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.


**THE CITY OF EL PASO**

**ATTEST:**

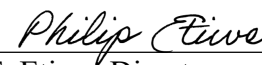
\_\_\_\_\_  
Oscar Leaser  
Mayor

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning and Inspections Department

**ORDINANCE NO.** \_\_\_\_\_

**Zoning Case No:** PZRZ22-00006

22-1007-2935|1189014  
Rezoning Ordinance Multiple Lots No Conditions | PZRZ22-00006 5510 Will Ruth  
WNV

Barragan And Associates Inc.

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

PARCEL-7  
DESCRIPTION

**Description** of the east 10 feet of Lot 4 and all of Lots 5, 6 and 7, Los Ranchitos Subdivision Replat, City of El Paso, El Paso County, Texas, filed for record in Volume 23, Page 26, Plat Records of El Paso County, Texas, and being more particularly described as follows:

**COMMENCING** at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 2802.86 feet to a point; **THENCE**, N 01° 58' 04" E, leaving said common section line, a distance of 327.80 feet to a point on the northerly line of a parcel described in Instrument No. 20170048752 (Tract 11, Section 38, Block 81, Township 1, T&P Railway Co. Surveys, El Paso County, Texas), Real Property Records of El Paso County, Texas, and also being the common southerly corner of two parcels of land described in Instrument No. 20170080546 (the east 10 feet of Lot 4 and all of Lots 5, 6 and 7, Los Ranchitos Subdivision Replat, City of El Paso, El Paso County, Texas, filed for record in Volume 23, Page 26, Plat Records of El Paso County, Texas) and Instrument No. 20190015667 (Lots 8, 9, 10, 11 and 12, Los Ranchitos Subdivision Replat, City of El Paso, El Paso County, Texas, filed for record in Volume 36, Page 12, Plat Records of El Paso County, Texas), Real Property Records of El Paso County, Texas, said point being the **POINT OF BEGINNING** of this description;

**THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common line of said parcels of land described in Instrument No. 20170080546 (the east 10 feet of Lot 4 and all of Lots 5, 6 and 7) and Instrument No. 20170048752 (Tract 11), a distance of 174.95 feet to a point on the common southerly corner of said parcel described in Instrument No. 20170080546 (the east 10 feet of Lot 4 and all of Lots 5, 6 and 7) and a parcel described in Instrument No. 20130002234 (all of Lot 3, and the west 45 feet of Lot 4, Los Ranchitos Subdivision Replat, City of El Paso, El Paso County, Texas, filed for record in Volume 23, Page 26, Plat Records of El Paso County, Texas), Real Property Records of El Paso County, Texas;

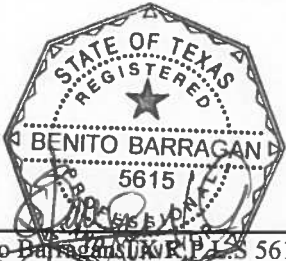
**THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), along the common line of said parcels of land described in Instrument No. 20170080546 (the east 10 feet of Lot 4 and all of Lots 5, 6 and 7) and Instrument No. 20130002234 (all of Lot 3, and the west 45 feet of Lot 4), a distance of 167.20 feet to a point on the southerly right-of-way line of Will Ruth Avenue;

**THENCE**, S 88° 01' 56" E (N 88° 49' 00" E – Record), along said southerly right-of-way line of Will Ruth Avenue, a distance of 174.95 feet to a point being the common northerly corner of said parcels of land described in Instrument No. 20170080546 (the east 10 feet of Lot 4 and all of Lots 5, 6 and 7) and Instrument No. 20190015667 (Lots 8, 9, 10, 11 and 12);

**THENCE**, S 01° 58' 04" W (S 01° 11' 00" E – Record), leaving said southerly right-of-way line of Will Ruth Avenue along the common line of said parcels of land described in Instrument No. 20170080546 (the east 10 feet of Lot 4 and all of Lots 5, 6 and 7) and Instrument No. 20190015667 (Lots 8, 9, 10, 11 and 12), a distance of 167.20 feet to the **POINT OF BEGINNING** of this description and containing in all 0.67 acres more or less.

**NOTES:**

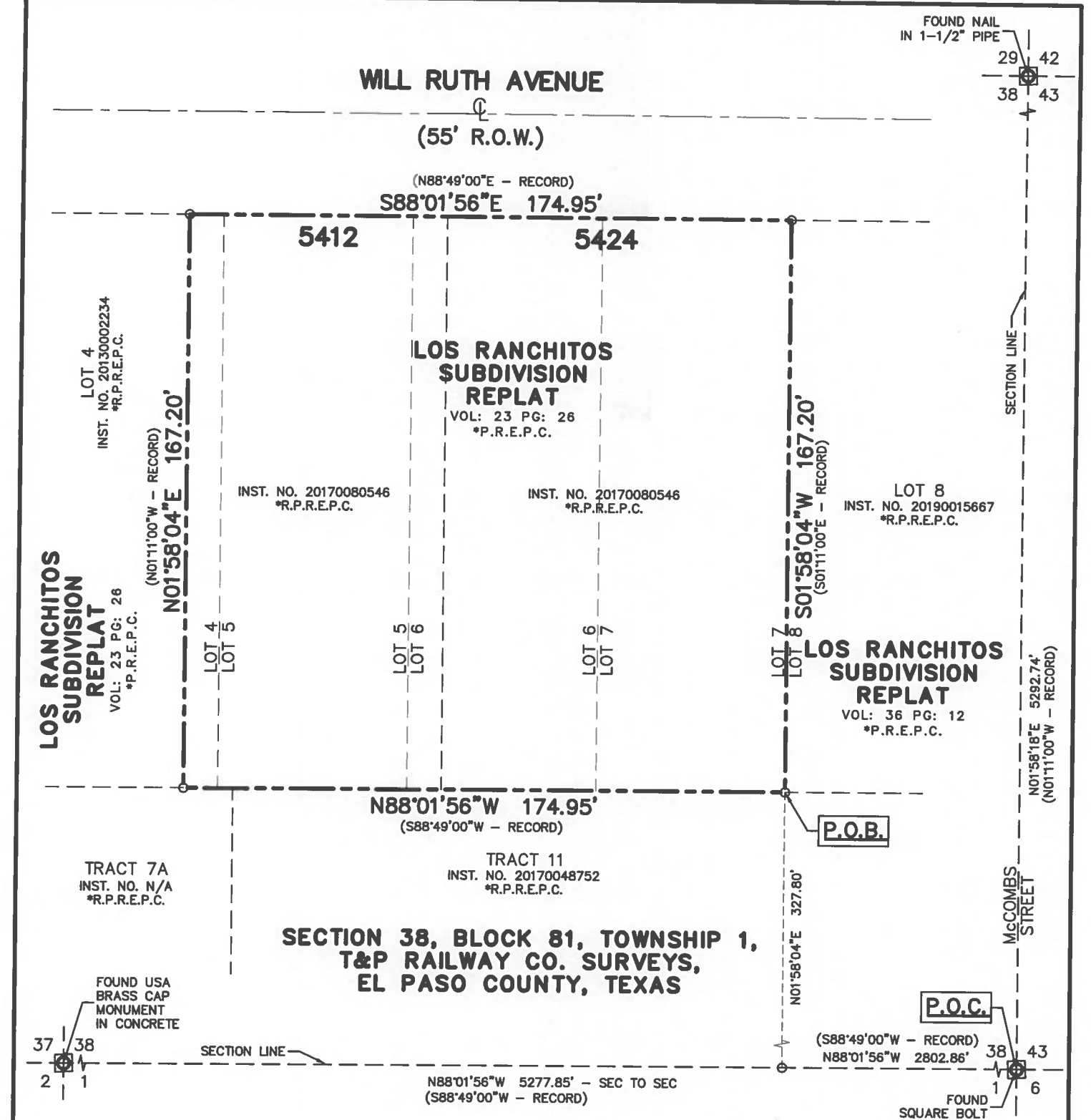
1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.



Benito Barragan, R.P.S. 5615,  
Barragan and Associates Inc.  
Texas Surveying Firm # 10151200  
January 28, 2022  
Parcel 7 – 5412 & 5424 Will Ruth – Re-Zoning  
Job No. 211228-02



N:\C Computer\WILL RUTH\_ SURVEYS AND M&B\RE-ZONING\PARCEL 7-5412 & 5424 WILL RUTH\_ RE-ZONING.dwg



\*P.R.E.P.C. = PLAT RECORDS OF EL PASO COUNTY, TEXAS  
\*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

**NOTES:**

1. BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK, REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) 2011, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCE.
2. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
3. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPIKE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. NO POINTS SET.


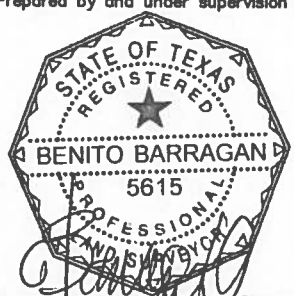


**GRID**

1 inch = 40 ft.

**LEGEND**

- ORIGINAL CORNER
- — CALCULATED POINT (NOT SET)

 <p><b>Barragan &amp; Associates Inc.</b></p> <p>LAND PLANNING &amp; SURVEYING TEXAS SURVEYING FIRM# 10151200 10950 Pellicano Dr. Building-F, El Paso, Tx 79935 Phone (915) 591-5709 Fax (915) 591-5706</p>	<p><b>Plat of Survey</b> <b>PARCEL-7</b></p> <p>THE EAST 10 FEET OF LOT 4 AND ALL OF LOTS 5, 6 AND 7, LOS RANCHITOS SUBDIVISION REPLAT, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS. AREA 0.67 ACRES ±</p> <p>Plat Reference Vol/Bk 23 Pages 26</p> <p>Scale: 1"=40' Date: 01-28-2022 Drawn By: BT</p>	<p>Prepared by and under supervision of:</p>  <p>Benito Barragan, TX R.P.L.S. No. 5615 Job No. 211228-02 Copy Rights ©</p> <p>Field: CC Book: N/A Page: N/A</p>
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# Barragan And Associates Inc.

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

## PARCEL-8 DESCRIPTION

**Description** of Lots 8, 9, 10, 11 and 12, Los Ranchitos Subdivision Replat, City of El Paso, El Paso County, Texas, filed for record in Volume 36, Page 12, Plat Records of El Paso County, Texas, and being more particularly described as follows:

**COMMENCING** at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 2527.86 feet to a point; **THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), leaving said common section line and passing along the common line of Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and Section 38, Block 81, Township 1, T&P Railway Co. Surveys, El Paso County, Texas, a distance of 327.80 feet to a point being the common easterly corner of two parcels of land described in Instrument No. 20170094374 (Tract 13, Section 38, Block 81, Township 1, T&P Railway Co. Surveys, El Paso County, Texas) and Instrument No. 20190015667 (Lots 8, 9, 10, 11 and 12, Los Ranchitos Subdivision Replat, City of El Paso, El Paso County, Texas, filed for record in Volume 36, Page 12, Plat Records of El Paso County, Texas), Real Property Records of El Paso County, Texas, said point being the **POINT OF BEGINNING** of this description;

**THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common line of said parcels described in Instrument No. 20170094374 (Tract 13), Instrument No. 20190015667 (Lots 8, 9, 10, 11 and 12), and parcels described in Instrument No. 20170068079 (Tract 12, Section 38, Block 81, Township 1, T&P Railway Co. Surveys, El Paso County, Texas), and Instrument No. 20170048752 (Tract 11, Section 38, Block 81, Township 1, T&P Railway Co. Surveys, El Paso County, Texas), Real Property Records of El Paso County, Texas, a distance of 275.00 feet to a point on the common southerly corner of said parcel described in Instrument No. 20190015667 (Lots 8, 9, 10, 11 and 12), and a parcel described in Instrument No. 20170080546 (the east 10 feet of Lot 4 and all of Lots 5, 6 and 7, Los Ranchitos Subdivision Replat, City of El Paso, El Paso County, Texas, filed for record in Volume 23, Page 26, Plat Records of El Paso County, Texas), Real Property Records of El Paso County, Texas;

**THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), along the common line of said parcels described in Instrument No. 20170080546 (the east 10 feet of Lot 4 and all of Lots 5, 6 and 7) and Instrument No. 20190015667 (Lots 8, 9, 10, 11 and 12), a distance of 167.20 feet to a point on the southerly right-of-way of Will Ruth Avenue;

**THENCE**, S 88° 01' 56" E (N 88° 49' 00" E – Record), along said southerly right-of-way of Will Ruth Avenue, a distance of 275.00 feet to a point;

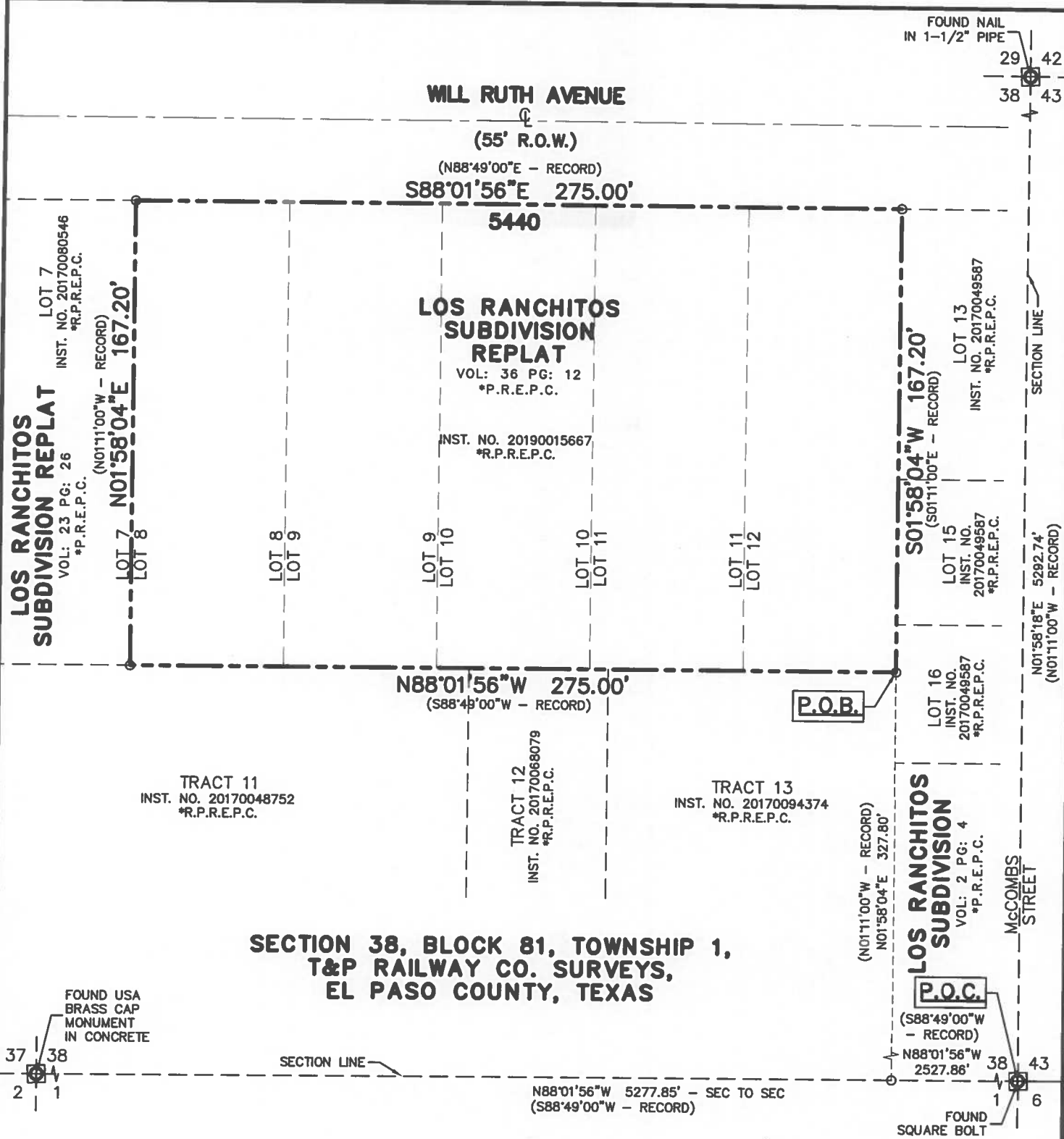
**THENCE**, S 01° 58' 04" W (S 01° 11' 00" E – Record), leaving said southerly right-of-way of Will Ruth Avenue along the common line of parcels described in Instrument No. 20190015667 (Lots 8, 9, 10, 11 and 12) and Instrument No. 20170046587 (Tracts 13, 14, 15 and 16, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas), Real Property Records of El Paso County, Texas, a distance of 167.20 feet to the **POINT OF BEGINNING** of this description and containing in all 1.06 acres more or less.

### NOTES:

1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.



Benito Barragan, Registered Professional Surveyor, No. 5615,  
Barragan and Associates Inc.  
Texas Surveying Firm # 10151200  
January 28, 2022  
Parcel 8 – 5440 Will Ruth – Re-Zoning  
Job No. 211228-02



\*P.R.E.P.C. = PLAT RECORDS OF EL PASO COUNTY, TEXAS  
\*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

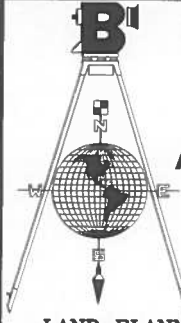

- NOTES:**
- 1. BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK. REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) 2011, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCE.
  - 2. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
  - 3. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
  - 4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
  - 5. NO POINTS SET.



**GRID**  
1 inch = 50 ft.

**LEGEND**

- ORIGINAL CORNER
- CALCULATED POINT (NOT SET)

 <p><b>Barragan &amp; Associates Inc.</b></p> <p>LAND PLANNING &amp; SURVEYING TEXAS SURVEYING FIRM# 10151200 10950 Pellicano Dr. Building-F, El Paso, Tx 79935 Phone (915) 591-5709 Fax (915) 591-5708</p>	<p><b>Plat of Survey</b> <b>PARCEL-8</b></p> <p>LOTS 8, 9, 10, 11 AND 12, LOS RANCHITOS SUBDIVISION REPLAT, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS. AREA 1.06 ACRES ±</p> <p>Plat Reference Vol/Bk 36 Pages 12 Scale: 1"=50' Date: 01-28-2022 Drawn By: BT</p>	<p>Prepared by and under supervision of:</p>  <p>Benito Barragan TX, R.P.L.S. No. 5615 Job No. 211228-02 Copy Rights ©</p> <p>Field: CC Book: N/A Page: N/A</p>
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N:\C Computer\WILL RUTH\_SURVEYS AND M&BS\RE-ZONING\PARCEL 8-5440 WILL RUTH\_RE-ZONING.dwg

# Barragan And Associates Inc.

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

## PARCEL-9 DESCRIPTION

**Description** of Lots 13, 14, 15, and 16, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

**COMMENCING** at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 2402.86 feet to a point; **THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), leaving said common section line and passing along the westerly right-of-way line of Roanoke Drive, a distance of 295.00 feet to a point on said westerly right-of-way line of Roanoke Drive and being the common easterly corner of the parcels described in Instrument No. 20170049587 (Tracts 13, 14, 15 and 16, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas) and Instrument No. 20170071179 (Lots 17, 18, and 19, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas, said point being the **POINT OF BEGINNING** of this description;

**THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), leaving said westerly right-of-line of Roanoke Drive along the common line of said parcels described in Instrument No. 20170049587 (Tracts 13, 14, 15 and 16) and Instrument No. 20170071179 (Lots 17, 18, and 19), a distance of 125.00 feet to a point on the common westerly corner of said parcels and on the easterly line of a parcel described in Instrument No. 20170094374 (Tract 13, Section 38, Block 81, Township 1, T&P Railway Co. Surveys, El Paso County, Texas), Real Property Records of El Paso County, Texas;

**THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), along the common line of the parcels described in Instrument No. 20170049587 (Tracts 13, 14, 15 and 16), Instrument No. 20170094374 (Tract 13) and Instrument No. 20190015667 (Lots 8, 9, 10, 11 and 12, Los Ranchitos Subdivision Replat, City of El Paso, El Paso County, Texas, filed for record in Volume 36, Page 12, Plat Records of El Paso County, Texas), Real Property Records of El Paso County, Texas, a distance of 200.00 feet to a point on the southerly right-of-way line of Will Ruth Avenue;

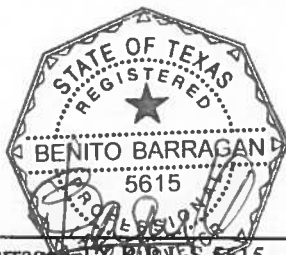
**THENCE**, S 88° 01' 56" E (N 88° 49' 00" E – Record), along said southerly right-of-way line of Will Ruth Avenue, a distance of 105.00 feet to a point being the beginning of a curve;

**THENCE**, 31.42 feet, leaving said southerly right-of-way line of Will Ruth Avenue along an arc of a curve to the right with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears S 43° 01' 56" E, a distance of 28.28 feet to a point on the westerly right-of-way line of Roanoke Drive;

**THENCE**, S 01° 58' 04" W (S 01° 11' 00" E – Record), along said westerly right-of-way line of Roanoke Drive, a distance of 180.00 feet to the **POINT OF BEGINNING** of this description and containing in all 0.57 acres more or less.

### NOTES:

1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.



Benito Barragan, Registered Professional Surveyor No. 5615,

Barragan and Associates Inc.

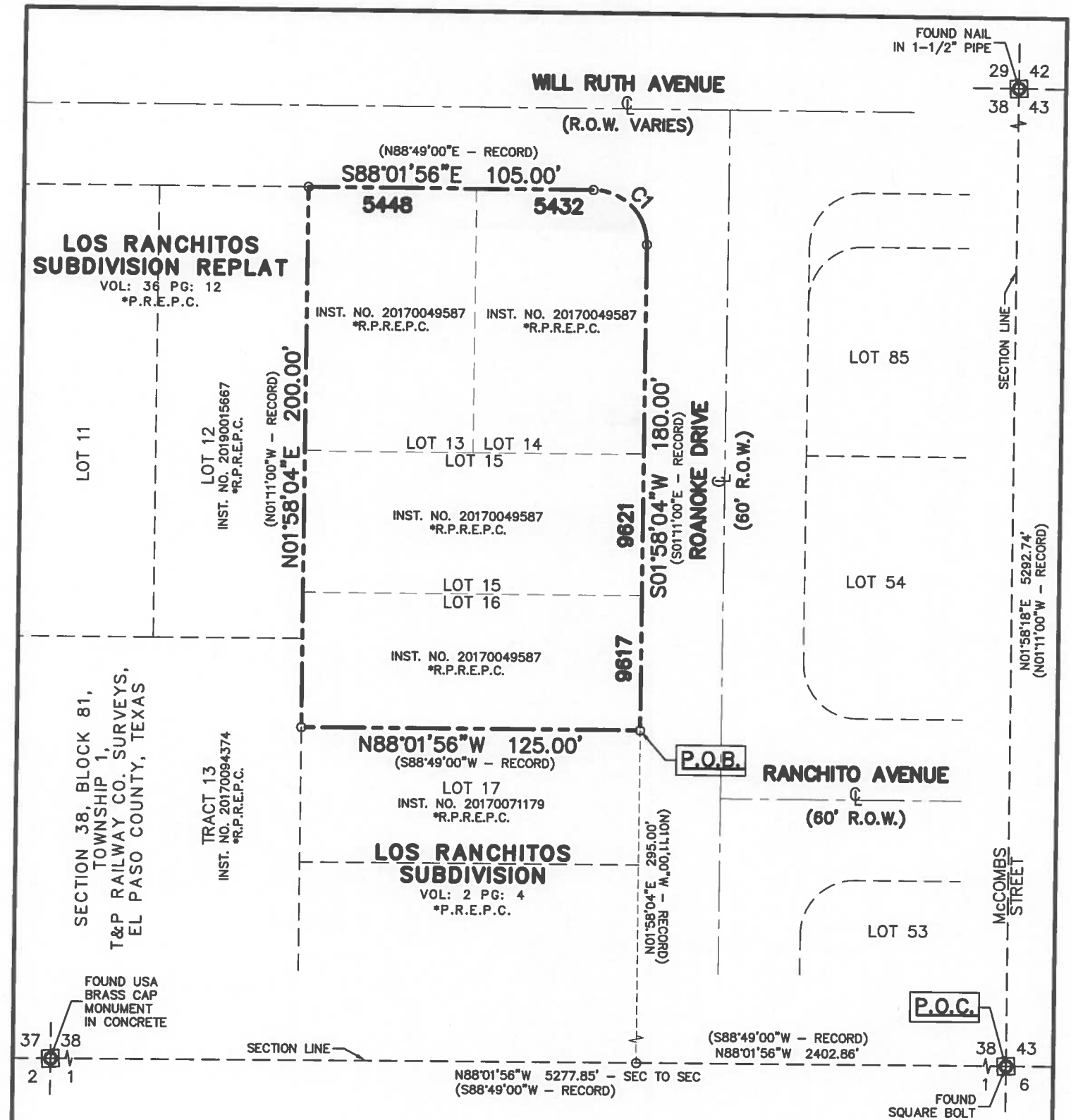
Texas Surveying Firm # 10151200

January 28, 2022

Parcel 9 – 5448-5432 Will Ruth & 9621-9617 Roanoke – Re-Zoning

Job No. 211228-02

N:\C Computer\WILL RUTH\_SURVEYS AND M&BS\RE-ZONING\PARCEL 9-5448-5432 WILL RUTH & 9621-9617 ROANOKE\_RE-ZONING.dwg



\*P.R.E.P.C. = PLAT RECORDS OF EL PASO COUNTY, TEXAS  
\*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

NOTES:

- BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK. REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) 2011, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCE.
- NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
- PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- NO POINTS SET.



GRID

1 inch = 50 ft.

LEGEND

- ◻ — ORIGINAL CORNER  
○ — CALCULATED POINT (NOT SET)

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA	BEARING	CHORD
C1	31.42'	20.00'	20.00'	90°00'00"	S43°01'56"E	28.28'

PAGE 2 OF 2

**B** Barragan & Associates Inc.

LAND PLANNING & SURVEYING  
TEXAS SURVEYING FIRM# 10151200  
10950 Pellicano Dr. Building-F,  
El Paso, Tx 79935  
Phone (915) 591-5709 Fax (915) 591-5706

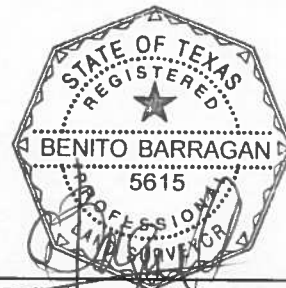
Plat of Survey  
PARCEL-9

LOTS 13, 14, 15, AND 16,,  
LOS RANCHITOS SUBDIVISION,  
AN ADDITION TO THE  
CITY OF EL PASO,  
EL PASO COUNTY, TEXAS.  
AREA 0.57 ACRES ±

Plat Reference Vol/Bk 2 Pages 4

Scale: 1"=50' Date: 01-28-2022 Drawn By: BT

Prepared by and under supervision of:



Benito Barragan TX, R.P.L.S. No. 5615  
Job No. 21228-02 Copy Rights ©  
Field: CC Book: N/A Page: N/A

# Barragan And Associates Inc.

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

## PARCEL-10 DESCRIPTION

**Description** of Lot 85, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

**COMMENCING** at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 2272.71 feet to a point; **THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), leaving said common section line and passing along the common line of the parcels described in Instrument No. 20180066186 (Lots 54, 55 and 56, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas), Real Property Records of El Paso County, Texas, a distance of 397.50 feet to a point being the common corner of said parcels described in Instrument No. 20180066186 (Lots 54, 55 and 56) and the parcels in Instrument No. 20170088006 (Lot 85, SAVE AND EXCEPT a portion conveyed to the CITY OF EL PASO, Los Ranchitos Subdivision); Instrument No. 20180032780 (Lot 84, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas, said point being the **POINT OF BEGINNING** of this description;

**THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common line of said parcels described in Instrument No. 20170088006 (Lot 85, SAVE AND EXCEPT a portion conveyed to the CITY OF EL PASO) and Instrument No. 20180066186 (Lots 54, 55 and 56), a distance of 70.15 feet to a point on the easterly right-of-way line of Roanoke Drive;

**THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), along said easterly right-of-way line of Roanoke Drive, a distance of 77.50 feet to a point being the beginning of a curve;

**THENCE**, 31.42 feet, leaving said easterly right-of-way line of Roanoke Drive along an arc of a curve to the right with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 46° 58' 04" E, a distance of 28.28 feet to a point on the southerly right-of-way line of Will Ruth Avenue;

**THENCE**, S 88° 01' 56" E (N 88° 49' 00" E – Record), along said southerly right-of-way line of Will Ruth Avenue, a distance of 50.15 feet to a point being the common northerly corner of the parcels described in Volume 1467, Page 882 (parcel of land out of Lot 85, Los Ranchitos Subdivision), and Volume 897, Page 4 (parcel of land out of Lot 84, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas;

**THENCE**, S 01° 58' 04" W (S 01° 11' 00" E – Record), leaving said southerly right-of-way line of Will Ruth Avenue along the common line of said parcels described in Volume 1467, Page 882 (parcel of land out of Lot 85); Volume 897, Page 4 (parcel of land out of Lot 84); Instrument No. 20170088006 (Lot 85, SAVE AND EXCEPT a portion conveyed to the CITY OF EL PASO); and Instrument No. 20180032780 (Lot 84), a distance of 97.50 feet to the **POINT OF BEGINNING** of this description and containing in all 0.16 acres more or less.

### NOTES:

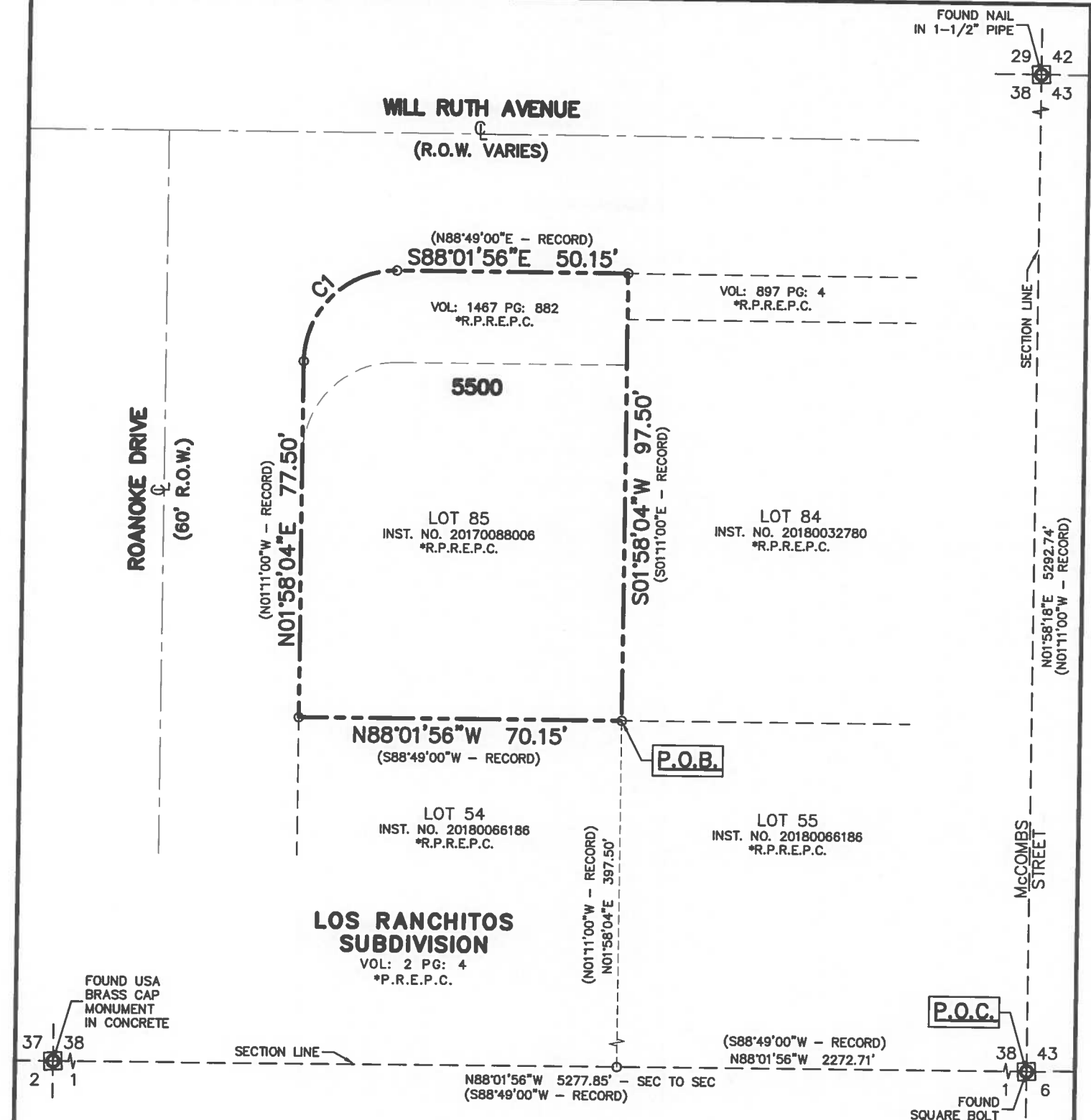
1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.



Benito Barragan, P.E., S. 5615,  
Barragan and Associates Inc.  
Texas Surveying Firm # 10151200  
January 28, 2022  
Parcel 10 – 5500 Will Ruth – Re-Zoning  
Job No. 211228-02



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\*P.R.E.P.C. = PLAT RECORDS OF EL PASO COUNTY, TEXAS  
\*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

**NOTES:**

1. BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK. REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) 2011, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCE.
2. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
3. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. NO POINTS SET.



**GRID**

1 inch = 30 ft.

**LEGEND**

- ◻ — ORIGINAL CORNER
- — CALCULATED POINT (NOT SET)

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	BEARING	CHORD
C1	31.42'	20.00'	20.00'	90°00'00"	N46°58'04"E	28.28'



**Barragan & Associates Inc.**

LAND PLANNING & SURVEYING  
TEXAS SURVEYING FIRM# 10151200  
10950 Pellicano Dr. Building-F,  
El Paso, Tx 79935  
Phone (915) 591-5709 Fax (915) 591-5706

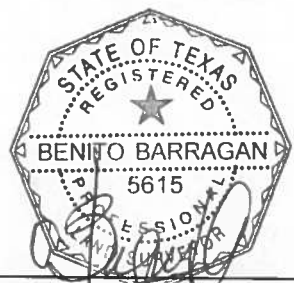
**Plat of Survey**  
**PARCEL-10**

LOT 85,  
LOS RANCHITOS SUBDIVISION,  
AN ADDITION TO THE  
CITY OF EL PASO,  
EL PASO COUNTY, TEXAS.  
AREA 0.16 ACRES ±

Plat Reference Vol/Bk 2 Pages 4

Scale: 1"=30' Date: 01-28-2022 Drawn By: BT

Prepared by and under supervision of:



Benito Barragan TX, R.P.L.S. No. 5615  
Job No. 211228-02 Copy Rights ©

Field: CC Book: N/A Page: N/A

# Barragan And Associates Inc.

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

## PARCEL-11 DESCRIPTION

**Description** of Lots 82, 83, and 84, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

**COMMENCING** at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 2084.91 feet to a point; **THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), leaving said common section line and passing along the common line of the parcels described in Instrument No. 20170065731 (Lot 57, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas) and Instrument No. 20170050802 (Lot 58, Los Ranchitos Subdivision), a distance of 397.50 feet to a point being the common corner of said parcels described in Instrument No. 20170065731 (Lot 57) and Instrument No. 20170050802 (Lot 58), and the parcels described in Instrument No. 20170066417 (Lots 82 and 83, Los Ranchitos Subdivision) and Instrument No. 20170052263 (Lot 81, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas, said point being the **POINT OF BEGINNING** of this description;

**THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common line of said parcels described in Instrument No. 20170066417 (Lots 82 and 83) and Instrument No. 20170065731 (Lot 57) and the parcels described in Instrument No. 20180066186 (Lots 54, 55 and 56, Los Ranchitos Subdivision) and Instrument No. 20180032780 (Lot 84, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas, a distance of 187.80 feet to a point on the common corner of said parcels described in Instrument No. 20180066186 (Lots 54, 55 and 56), Instrument No. 20180032780 (Lot 84), and a parcel described in Instrument No. 20170088006 (Lot 85, SAVE AND EXCEPT a portion conveyed to the CITY OF EL PASO, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas;

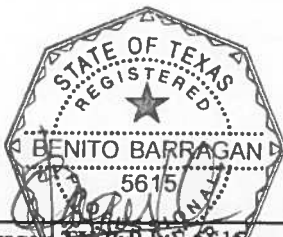
**THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), along the common line of said parcels described in Instrument No. 20180032780 (Lot 84) and Instrument No. 20170088006 (Lot 85, SAVE AND EXCEPT a portion conveyed to the CITY OF EL PASO) and the parcels described in Volume 1467, Page 882 (parcel of land out of Lot 85, Los Ranchitos Subdivision) and Volume 897, Page 4 (parcel of land out of Lot 84, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas, a distance of 97.50 feet to a point on the southerly right-of-way of Will Ruth Avenue;

**THENCE**, S 88° 01' 56" E (N 88° 49' 00" E – Record), along said southerly right-of-way of Will Ruth Avenue, a distance of 187.80 feet to a point on the common northerly corner of said parcels described in Instrument No. 20170052263 (Lot 81) and Instrument No. 20170066417 (Lots 82 and 83);

**THENCE**, S 01° 58' 04" W (S 01° 11' 00" E – Record), leaving said southerly right-of-way of Will Ruth Avenue along the common line of said parcels described in Instrument No. 20170052263 (Lot 81) and Instrument No. 20170066417 (Lots 82 and 83), a distance of 97.50 feet to the **POINT OF BEGINNING** of this description and containing in all 0.42 acres more or less.

### NOTES:

1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.



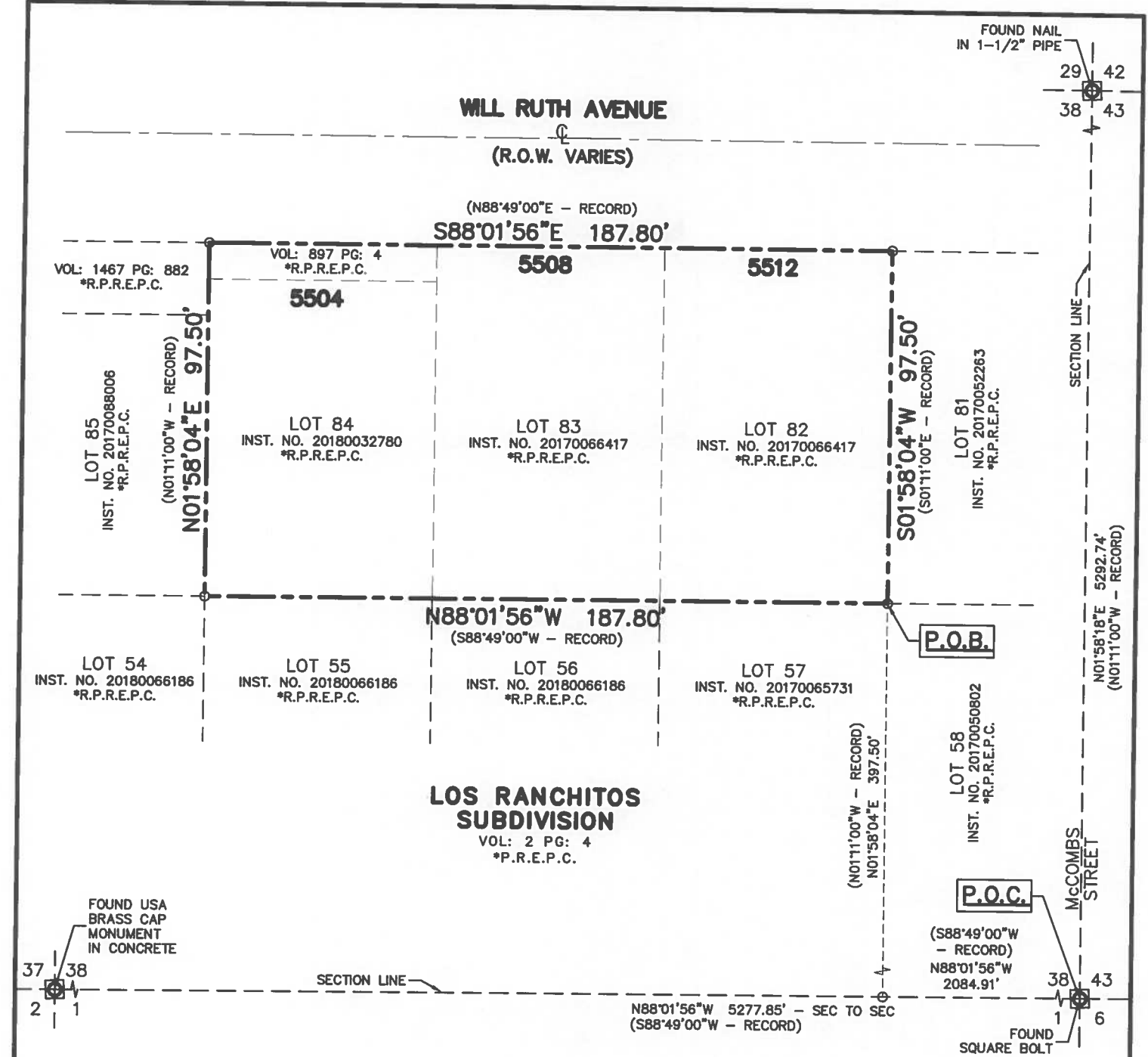
Benito Barragan, Registered Professional Surveyor No. 5615,  
Barragan and Associates, Inc.

Texas Surveying Firm # 10151200  
January 28, 2022

Parcel 11 – 5504-5508-5512 Will Ruth – Re-Zoning  
Job No. 211228-02



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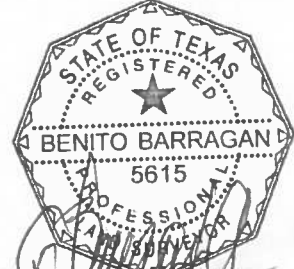


LEGEND

- ORIGINAL CORNER
- CALCULATED POINT (NOT SET)

- \*P.R.E.P.C. = PLAT RECORDS OF EL PASO COUNTY, TEXAS  
\*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS
- NOTES:**
- BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK. REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) 2011, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCE.
  - NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
  - PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
  - THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
  - NO POINTS SET.



 <p><b>Barragan &amp; Associates Inc.</b></p> <p>LAND PLANNING &amp; SURVEYING TEXAS SURVEYING FIRM# 10151200 10950 Pellicano Dr. Building-F, El Paso, Tx 79935 Phone (915) 591-5709 Fax (915) 591-5708</p>	<p><b>Plat of Survey</b> <b>PARCEL-11</b></p> <p>LOTS 82, 83, AND 84, LOS RANCHITOS SUBDIVISION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS. AREA 0.42 ACRES ±</p> <p>Plat Reference Vol/Bk 2 Pages 4 Scale: 1"=40' Date: 01-28-2022 Drawn By: BT</p>	<p>Prepared by and under supervision of:</p>  <p>Benito Barragan, R.P.L.S. No. 5615 Job No. 211228-02 Copy Rights © Field: CC Book: N/A Page: N/A</p>
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Barragan And Associates Inc.

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

PARCEL-12  
DESCRIPTION

**Description** of Lots 62 and 77, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

**COMMENCING** at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 1696.81 feet to a point; **THENCE**, N 01° 58' 04" E, leaving said common section line, a distance of 300.00 feet to a point on the northerly right-of-way line of Ranchito Avenue and being the common southerly corner of the parcels described in Instrument No. 20180000169 (Lots 62, 63, 64, 76, and 77, less the Northerly 5.0 feet of Lot 77, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas), Real Property Records of El Paso County, Texas, said point being the **POINT OF BEGINNING** of this description;

**THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along said northerly right-of-way line of Ranchito Avenue, a distance of 50.15 feet to a point being the beginning of a curve;

**THENCE**, 31.42 feet, leaving said northerly right-of-way line of Ranchito Avenue along an arc of a curve to the right with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 43° 01' 56" W, a distance of 28.28 feet to a point on the easterly right-of-way line of Rutledge Place;

**THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), along said easterly right-of-way line of Rutledge Place, a distance of 155.00 feet to a point being the beginning of a curve;

**THENCE**, 31.42 feet, leaving said easterly right-of-way line of Rutledge Place along an arc of a curve to the right with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 46° 58' 04" E, a distance of 28.28 feet to a point on the southerly right-of-way line of Will Ruth Avenue;

**THENCE**, S 88° 01' 56" E (N 88° 49' 00" E – Record), along said southerly right-of-way line of Will Ruth Avenue, a distance of 50.15 feet to a point being the common northerly corner of said parcels described in Instrument No. 20180000169 (Lots 62, 63, 64, 76, and 77, less the Northerly 5.0 feet of Lot 77) and the parcel described in Volume 613, Page 282 (The N. 5 ft, of Lot 77, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas;

**THENCE**, S 01° 58' 04" W (S 01° 11' 00" E – Record), along the common line of said parcels described in Instrument No. 20180000169 (Lots 62, 63, 64, 76, and 77, less the Northerly 5.0 feet of Lot 77) and Volume 613, Page 282 (The N. 5 ft, of Lot 77), a distance of 195.00 feet to the **POINT OF BEGINNING** of this description and containing in all 0.31 acres more or less.

**NOTES:**

1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.



Benito Barragan, T.S.P.S. 5615,  
Barragan and Associates Inc.  
Texas Surveying Firm # 10151200  
January 28, 2022  
Parcel 12 – 5600 Will Ruth & 5601 Ranchito – Re-Zoning  
Job No. 211228-02



Barragan And Associates Inc.

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

PARCEL-13  
DESCRIPTION

**Description** of Lot 76, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

**COMMENCING** at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 1634.21 feet to a point; **THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), leaving said common section line and passing along the common line of the parcels described in Instrument No. 20180000169 (Lots 62, 63, 64, 76, and 77, less the Northerly 5.0 feet of Lot 77, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas) Real Property Records of El Paso County, Texas, a distance of 397.50 feet to a point being the common corner of said parcel described in Instrument No. 20180000169 (Lots 62, 63, 64, 76, and 77, less the Northerly 5.0 feet of Lot 77, Los Ranchitos Subdivision) and the parcel described in Instrument No. 20180045241 (Lot 75, save and except the North Five (5) feet thereof, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas, said point being the **POINT OF BEGINNING** of this description;

**THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common line of said parcels described in Instrument No. 20180000169 (Lots 62, 63, 64, 76, and 77, less the Northerly 5.0 feet of Lot 77), a distance of 62.60 feet to a point on the common corner of said parcels described in Instrument No. 20180000169 (Lots 62, 63, 64, 76, and 77, less the Northerly 5.0 feet of Lot 77);

**THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), along the common line of said parcels described in Instrument No. 20180000169 (Lots 62, 63, 64, 76, and 77, less the Northerly 5.0 feet of Lot 77) and a parcel described in Volume 613, Page 282 (The N. 5 ft. of Lot 77, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas, a distance of 97.50 feet to a point on the southerly right-of-way line of Will Ruth Avenue;

**THENCE**, S 88° 01' 56" E (N 88° 49' 00" E – Record), along said southerly right-of-way line of Will Ruth Avenue, a distance of 62.60 feet to a point on the common corner of said parcels described in Instrument No. 20180000169 (Lots 62, 63, 64, 76, and 77, less the Northerly 5.0 feet of Lot 77) and Instrument No. 20180045241 (Lot 75, save and except the North Five (5) feet thereof);

**THENCE**, S 01° 58' 04" W (S 01° 11' 00" E – Record), leaving said southerly right-of-way line of Will Ruth Avenue along the common line of said parcels described in Instrument No. 20180000169 (Lots 62, 63, 64, 76, and 77, less the Northerly 5.0 feet of Lot 77) and Instrument No. 20180045241 (Lot 75, save and except the North Five (5) feet thereof), a distance of 97.50 feet to the **POINT OF BEGINNING** of this description and containing in all 0.14 acres more or less.

**NOTES:**

1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.

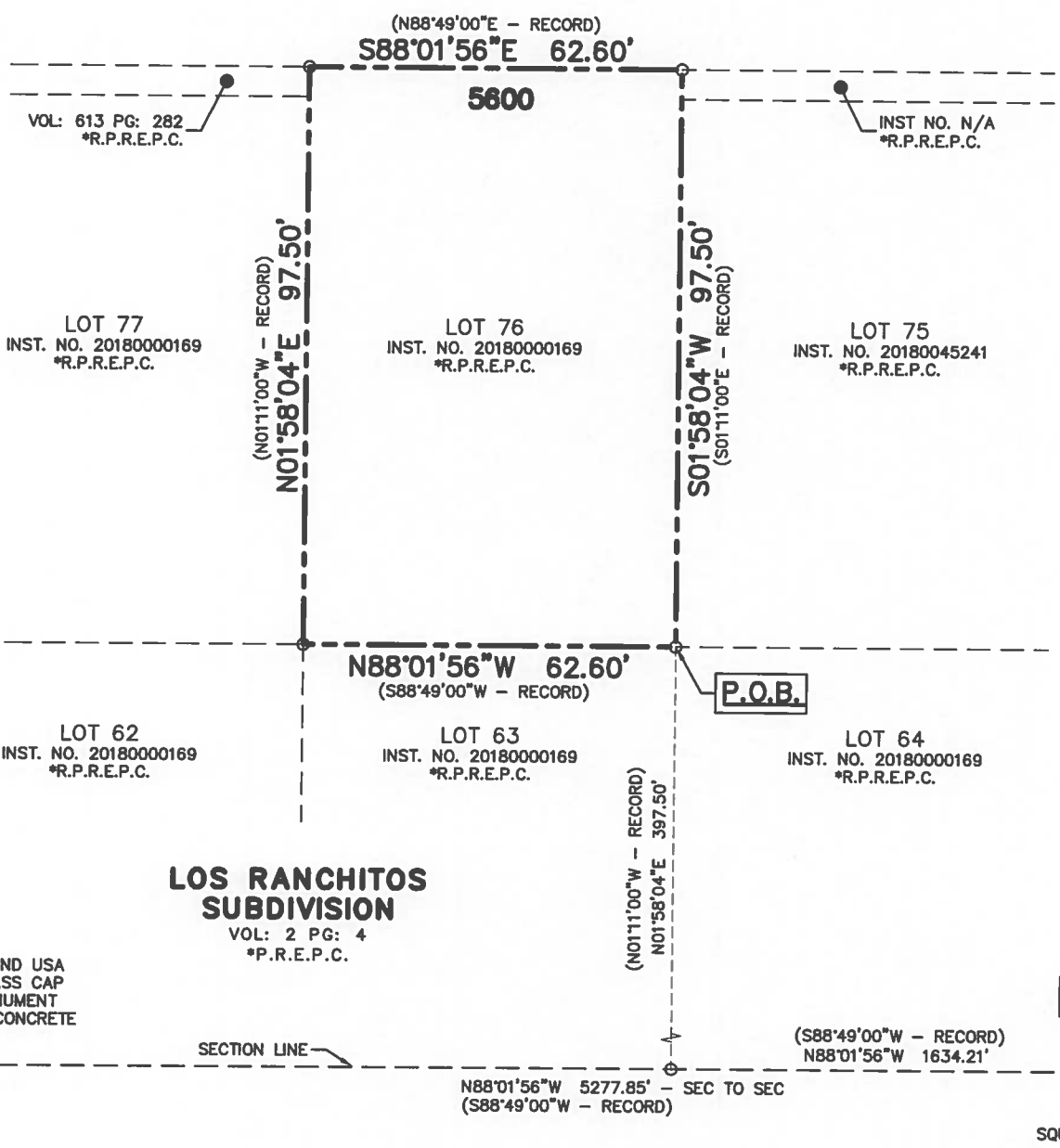


Benito Barragan, Registered Professional Surveyor No. 5615,  
Barragan and Associates Inc.  
Texas Surveying Firm # 10151200  
January 28, 2022  
Parcel 13 – 5600 Will Ruth – Re-Zoning  
Job No. 211228-02

FOUND NAIL  
IN 1-1/2" PIPE

29 42  
38 43

WILL RUTH AVENUE  
(R.O.W. VARIES)



LOS RANCHITOS  
SUBDIVISION  
VOL: 2 PG: 4  
\*P.R.E.P.C.

\*P.R.E.P.C. = PLAT RECORDS OF EL PASO COUNTY, TEXAS  
\*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

**NOTES:**

1. BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK. REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) 2011, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCE.
2. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
3. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. NO POINTS SET.

**LEGEND**

- ORIGINAL CORNER
- CALCULATED POINT (NOT SET)



GRID

1 inch = 30 ft.

**B** Barragan & Associates Inc.

LAND PLANNING & SURVEYING  
TEXAS SURVEYING FIRM# 10151200  
10950 Pellicano Dr. Building-F,  
El Paso, Tx 79935  
Phone (915) 591-5709 Fax (915) 591-5706

**Plat of Survey**  
**PARCEL-13**

LOT 76,  
LOS RANCHITOS SUBDIVISION,  
AN ADDITION TO THE  
CITY OF EL PASO,  
EL PASO COUNTY, TEXAS.  
AREA 0.14 ACRES ±

Plat Reference Vol/Bk 2 Pages 4

Scale: 1"=30' Date: 01-28-2022 Drawn By: BT

Prepared by and under supervision of:

**STATE OF TEXAS**  
**REGISTERED**  
**BENITO BARRAGAN**  
**5615**  
**PROFESSIONAL**

Benito Barragan TX, R.P.L.S. No. 5615  
Job No. 211228-02 Copy Rights ©

Field: CC Book: N/A Page: N/A

Barragan And Associates Inc.

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

PARCEL-14  
DESCRIPTION

**Description** of Lot 75, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

**COMMENCING** at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 1571.61 feet to a point; **THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), leaving said common section line and passing along the common line of the parcels described in Instrument No. 20180000169 (Lots 62, 63, 64, 76, and 77, less the Northerly 5.0 feet of Lot 77, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas) and Instrument No. 20180045843 (Lots 65, 66 and 67, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas, a distance of 397.50 feet to a point being the common corner of said parcels described in Instrument No. 20180000169 (Lots 62, 63, 64, 76, and 77, less the Northerly 5.0 feet of Lot 77) and Instrument No. 20180045843 (Lots 65, 66 and 67) and the parcels described in Instrument No. 20180045241 (Lot 75, save and except the North Five (5) feet thereof, Los Ranchitos Subdivision); and Instrument No. 20170059122 (Lot 74, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas, said point being the **POINT OF BEGINNING** of this description;

**THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common line of said parcels described in Instrument No. 20180000169 (Lots 62, 63, 64, 76, and 77, less the Northerly 5.0 feet of Lot 77) and Instrument No. 20180045241 (Lot 75, save and except the North Five (5) feet thereof), a distance of 62.60 feet to a point on the common corner of said parcels described in Instrument No. 20180000169 (Lots 62, 63, 64, 76, and 77, less the Northerly 5.0 feet of Lot 77) and Instrument No. 20180045241 (Lot 75, save and except the North Five (5) feet thereof);

**THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), along the common line of said parcels described in Instrument No. 20180000169 (Lots 62, 63, 64, 76, and 77, less the Northerly 5.0 feet of Lot 77) and Instrument No. 20180045241 (Lot 75, save and except the North Five (5) feet thereof), a distance of 97.50 feet to a point on the southerly right-of-way line of Will Ruth Avenue;

**THENCE**, S 88° 01' 56" E (N 88° 49' 00" E – Record), along said southerly right-of-way line of Will Ruth Avenue, a distance of 62.60 feet to a point on the common northerly corner of said parcels described in Instrument No. 20180045241 (Lot 75, save and except the North Five (5) feet thereof) and Instrument No. 20170059122 (Lot 74);

**THENCE**, S 01° 58' 04" W (S 01° 11' 00" E – Record), along the common line of said parcels described in Instrument No. 20180045241 (Lot 75, save and except the North Five (5) feet thereof) and Instrument No. 20170059122 (Lot 74), a distance of 97.50 feet to the **POINT OF BEGINNING** of this description and containing in all 0.14 acres more or less.

**NOTES:**

1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.



Benito Barragan T.S. & P.L.S. 5615,  
Barragan and Associates Inc.  
Texas Surveying Firm # 10151200  
January 28, 2022  
Parcel 14 – 5608 Will Ruth – Re-Zoning  
Job No. 211228-02

FOUND NAIL  
IN 1-1/2" PIPE  
29 42  
38 43

WILL RUTH AVENUE

(R.O.W. VARIES)

(N88°49'00"E - RECORD)  
S88°01'56"E 62.60'

5608

INST. NO. N/A  
\*R.P.R.E.P.C.

LOT 76  
INST. NO. 20180000169  
\*R.P.R.E.P.C.

LOT 75  
INST. NO. 20180045241  
\*R.P.R.E.P.C.

LOT 74  
INST. NO. 20170059122  
\*R.P.R.E.P.C.

(N01°11'00"W - RECORD)  
N01°58'04"E 97.50'

(S01°11'00"E - RECORD)  
S01°58'04"W 97.50'

(N01°58'18"E 5292.74' - RECORD)  
N01°11'00"W - RECORD

N88°01'56"W 62.60'  
(S88°49'00"W - RECORD)

P.O.B.

LOT 63  
INST. NO. 20180000169  
\*R.P.R.E.P.C.

LOT 64  
INST. NO. 20180000169  
\*R.P.R.E.P.C.

LOT 65  
INST. NO. 20180045843  
\*R.P.R.E.P.C.

LOS RANCHITOS  
SUBDIVISION

VOL: 2 PG: 4  
\*P.R.E.P.C.

FOUND USA  
BRASS CAP  
MONUMENT  
IN CONCRETE

37 38  
2 1

SECTION LINE

N88°01'56"W 5277.85' - SEC TO SEC  
(S88°49'00"W - RECORD)

(S88°49'00"W - RECORD)  
N88°01'56"W 1571.61'

P.O.C.

FOUND  
SQUARE BOLT

38 43  
1 6

McCOMBS  
STREET

\*P.R.E.P.C. = PLAT RECORDS OF EL PASO COUNTY, TEXAS  
\*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

NOTES:

1. BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK. REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) 2011, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCE.
2. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
3. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. NO POINTS SET.

LEGEND

- ⊗ - ORIGINAL CORNER  
○ - CALCULATED POINT (NOT SET)



GRID

1 inch = 30 ft.

PAGE 2 OF 2

**B** Barragan  
&  
Associates  
Inc.

LAND PLANNING & SURVEYING  
TEXAS SURVEYING FIRM# 10151200  
10950 Pellicano Dr. Building-F,  
El Paso, Tx 79935  
Phone (915) 591-5709 Fax (915) 591-5706

**Plat of Survey**  
**PARCEL-14**

LOT 75,  
LOS RANCHITOS SUBDIVISION,  
AN ADDITION TO THE  
CITY OF EL PASO,  
EL PASO COUNTY, TEXAS.  
AREA 0.14 ACRES ±

Plat Reference Vol/Bk 2 Pages 4

Scale: 1"=30' Date: 01-28-2022 Drawn By: BT

Prepared by and under supervision of:



Benito Barragan TX, R.P.L.S. No. 5615  
Job No. 211223-02 Copy Rights ©  
Field: CC Book: N/A Page: N/A



# Barragan And Associates Inc.

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

## PARCEL-15 DESCRIPTION

**Description** of Tract 11, Section 38, Block 81, Township 1, T&P Railway Co. Surveys, El Paso County, Texas, and being more particularly described as follows:

**COMMENCING** at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 2681.20 feet to a point; **THENCE**, N 01° 58' 04" E, leaving said common section line, a distance of 30.00 feet to a point on the northerly right-of-way line of Threadgill Avenue, said point being the **POINT OF BEGINNING** of this description;

**THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along said northerly right-of-way line of Threadgill Avenue, a distance of 182.20 feet to a point;

**THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), passing the northerly right-of-way line of Threadgill Avenue and along the common line of Tract 10A and the parcel described in Instrument No. 20170048752 (Tract 11, Section 38, Block 81, Township 1, T&P Railway Co. Surveys, El Paso County, Texas), Real Property Records of El Paso County, Texas, a distance of 170.00 feet to a point;

**THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common line of Tract 10A and the parcel described in Instrument No. 20170048752 (Tract 11), a distance of 100.00 feet to a point on the easterly line of Tract 7A;

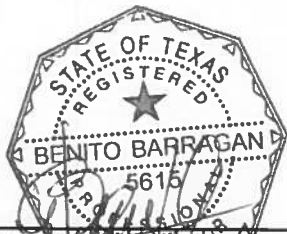
**THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), along the common line of Tract 7A and the parcel described in Instrument No. 20170048752 (Tract 11), a distance of 127.80 feet to a point on the southerly line of a parcel described in Instrument No. 20170080546 (the east 10 feet of Lot 4 and all of Lots 5, 6 and 7, Los Ranchitos Subdivision Replat, City of El Paso, El Paso County, Texas, filed for record in Volume 23, Page 26, Plat Records of El Paso County, Texas), Real Property Records of El Paso County, Texas;

**THENCE**, S 88° 01' 56" E (N 88° 49' 00" E – Record), along the common line of said parcels described in Instrument No. 20170048752 (Tract 11) and Instrument No. 20170080546 (the east 10 feet of Lot 4 and all of Lots 5, 6 and 7) and the parcel described in Instrument No. 20190015667 (Lots 8, 9, 10, 11 and 12, Los Ranchitos Subdivision Replat, City of El Paso, El Paso County, Texas, filed for record in Volume 36, Page 12, Plat Records of El Paso County, Texas), Real Property Records of El Paso County, Texas, a distance of 282.20 feet to a point being the northerly common corner of the parcels described in Instrument No. 20170048752 (Tract 11) and Instrument No. 20170068079 (Tract 12, Section 38, Block 81, Township 1, T&P Railway Co. Surveys, El Paso County, Texas), Real Property Records of El Paso County, Texas;

**THENCE**, S 01° 58' 04" W (S 01° 11' 00" E – Record), along the common line of said parcels described in Instrument No. 20170048752 (Tract 11) and Instrument No. 20170068079 (Tract 12) and passing along the northerly right-of-way line of Threadgill Avenue, a distance of 297.80 feet to the **POINT OF BEGINNING** of this description and containing in all 1.54 acres more or less.

### NOTES:

1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.



Benito Barragan, Registered Professional Surveyor, No. 5615,  
Barragan and Associates Inc.  
Texas Surveying Firm # 10151200  
January 28, 2022  
Parcel 15 – 5401 Threadgill – Re-Zoning  
Job No. 211228-02



LOS RANCHITOS  
SUBDIVISION  
REPLAT

VOL: 23 PG: 26  
\*P.R.E.P.C.

LOS RANCHITOS  
SUBDIVISION  
REPLAT

VOL: 36 PG: 12  
\*P.R.E.P.C.

FOUND NAIL  
IN 1-1/2" PIPE

29 42  
38 43

INST. NO. 20170080546  
\*R.P.R.E.P.C.

INST. NO. 20170080546  
\*R.P.R.E.P.C.

INST. NO. 20190015667  
\*R.P.R.E.P.C.

LOT 4  
LOT 5

LOT 5  
LOT 6

LOT 6  
LOT 7

LOT 7  
LOT 8

LOT 8  
LOT 9

LOT 9  
LOT 10

LOT 10  
LOT 11

S88°01'56"E 282.20'  
(N88°49'00"E - RECORD)

SECTION 38, BLOCK 81, TOWNSHIP 1,  
T&P RAILWAY CO. SURVEYS,  
EL PASO COUNTY, TEXAS

TRACT 7A  
INST. NO. N/A  
\*R.P.R.E.P.C.

(N01°11'00"W - RECORD)  
N01°58'04"E 127.80'

N88°01'56"W 100.00'  
(S88°49'00"W - RECORD)

TRACT 10A  
INST. NO. N/A  
\*R.P.R.E.P.C.

(N01°11'00"W - RECORD)  
N01°58'04"E 170.00'

TRACT 11  
INST. NO. 20170048752  
\*R.P.R.E.P.C.

S01°58'04"W 297.80'  
(S01°11'00"E - RECORD)

TRACT 12  
INST. NO. 20170068079  
\*R.P.R.E.P.C.

SECTION LINE

N01°58'18"E 5292.74'  
(N01°11'00"W - RECORD)

McCOMBS  
STREET

5401

N88°01'56"W 182.20'  
(S88°49'00"W - RECORD)

N01°58'04"E 30.00'

(S88°49'00"W - RECORD)  
N88°01'56"W 2681.20'

P.O.B.

37 38  
2 1

FOUND USA  
BRASS CAP  
MONUMENT  
IN CONCRETE

N88°01'56"W 5277.85' - SEC TO SEC  
(S88°49'00"W - RECORD)

SECTION LINE

THREADGILL AVENUE  
(R.O.W. VARIES)

FOUND  
SQUARE BOLT

P.O.C.

LEGEND

- ⊗ — ORIGINAL CORNER  
○ — CALCULATED POINT  
(NOT SET)

\*P.R.E.P.C. = PLAT RECORDS OF EL PASO COUNTY, TEXAS  
\*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

NOTES:

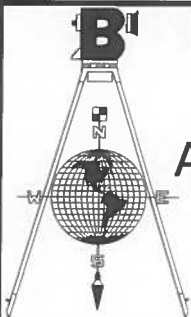
1. BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK, REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) 2011, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCE.
2. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
3. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. NO POINTS SET.



GRID

1 inch = 60 ft.

PAGE 2 OF 2



Barragan  
&  
Associates  
Inc.

LAND PLANNING & SURVEYING  
TEXAS SURVEYING FIRM# 10151200

10950 Pellicano Dr. Building-F,  
El Paso, Tx 79935

Phone (915) 591-5709 Fax (915) 591-5706

Plat of Survey  
PARCEL-15

TRACT 11,  
SECTION 38, BLOCK 81, TOWNSHIP 1,  
T&P RAILWAY CO. SURVEYS,  
EL PASO COUNTY, TEXAS.  
AREA 1.54 ACRES ±

Plat Reference Vol/Bk N/A Pages N/A

Scale: 1"=60' Date: 01-28-2022 Drawn By: BT

Prepared by and under supervision of:



Benito Barragan TX R.P.L.S. No. 5615

Job No. 211228-02 Copy Rights ©

Field: CC Book: N/A Page: N/A

Barragan And Associates Inc.

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

PARCEL-16  
DESCRIPTION

**Description** of Lots 22, 23, 24 and 51, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

**COMMENCING** at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 2147.51 feet to a point; **THENCE**, N 01° 58' 04" E, leaving said common section line, a distance of 45.00 feet to a point on the northerly right-of-way line of Threadgill Avenue, said point being the **POINT OF BEGINNING** of this description;

**THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along said northerly right-of-way line of Threadgill Avenue, a distance of 175.35 feet to a point being the beginning of a curve;

**THENCE**, 31.42 feet, leaving said northerly right-of-way line of Threadgill Avenue along an arc of a curve to the right with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 43° 01' 56" W, a distance of 28.28 feet to a point on the easterly right-of-way line of Roanoke Drive;

**THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), along said easterly right-of-way line of Roanoke Drive, a distance of 77.50 feet to a point being the common westerly corner of the parcels described in Instrument No. 20170097001 (Lots 22, 23, 24, 51 and 52, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas) and Instrument No. 20170081823 (Lot 53, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas;

**THENCE**, S 88° 01' 56" E (N 88° 49' 00" E – Record), leaving said easterly right-of-way line of Roanoke Drive along the common line of said parcels described in Instrument No. 20170097001 (Lots 22, 23, 24, 51 and 52) and Instrument No. 20170081823 (Lot 53), a distance of 132.75 feet to a point being the common corner of said parcels described in Instrument No. 20170097001 (Lots 22, 23, 24, 51 and 52);

**THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), along the common line of said parcels described in Instrument No. 20170097001 (Lots 22, 23, 24, 51 and 52), a distance of 97.50 feet to a point on the southerly right-of-way line of Ranchitos Avenue;

**THENCE**, S 88° 01' 56" E (N 88° 49' 00" E – Record), along said southerly right-of-way line of Ranchitos Avenue, a distance of 62.60 feet to a point being the northerly common corner of the parcels described in Instrument No. 20170097001 (Lots 22, 23, 24, 51 and 52) and Instrument No. 20190053181 (Lot 50, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas;

**THENCE**, S 01° 58' 04" W (S 01° 11' 00" E – Record), along the common line of said parcels described in Instrument No. 20170097001 (Lots 22, 23, 24, 51 and 52) and Instrument No. 20190053181 (Lot 50) and the parcel described in Instrument No. 20180096467 (Lots 25 and 26, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas, a distance of 195.00 feet to the **POINT OF BEGINNING** of this description and containing in all 0.58 acres more or less.

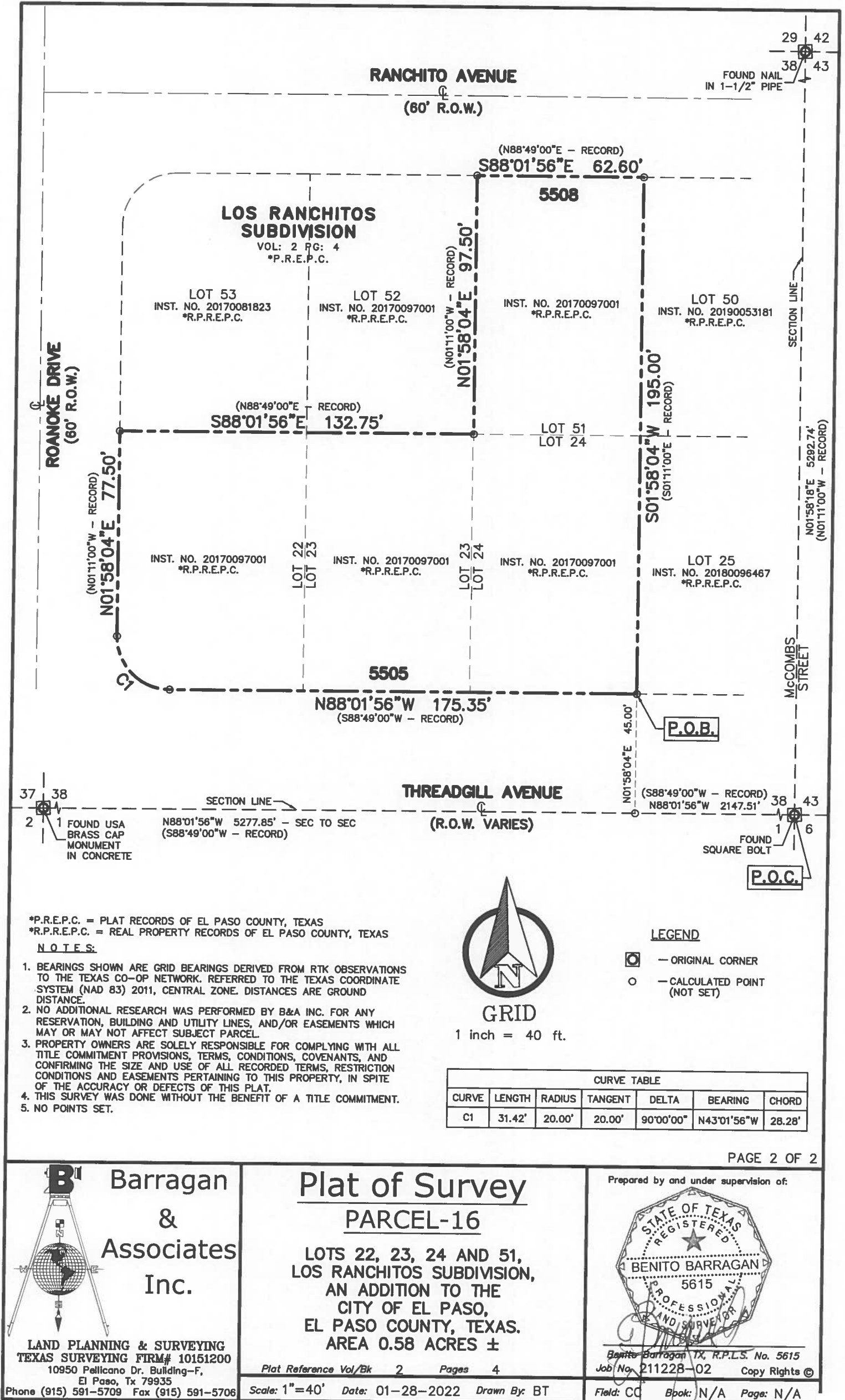
NOTES:

1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.



Benito Barragan, R.P.S. 5615,  
Barragan and Associates Inc.  
Texas Surveying Firm #10151200  
January 28, 2022  
Parcel 16 – 5505 Threadgill & 5508 Ranchito – Re-Zoning  
Job No. 211228-02

N:\Computer\WILL RU/H SURVEYS AND M&B\RE-ZONING\PARCEL 16-5508 THREADGILL & 5508 RANCHITO\_RE-ZONING.dwg



# Barragan And Associates Inc.

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

## PARCEL-17 DESCRIPTION

**Description** of Lots 27 and 28, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

**COMMENCING** at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 1897.11 feet to a point; **THENCE**, N 01° 58' 04" E, leaving said common section line, a distance of 45.00 feet to a point on the northerly right-of-way line of Threadgill Avenue, said point being the **POINT OF BEGINNING** of this description;

**THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along said northerly right-of-way line of Threadgill Avenue, a distance of 125.20 feet to a point on the southerly common corner of the parcels described in Instrument No. 20170056402 (Lots 27, 28, 59, 60 and 61, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas) and Instrument No. 20180096467 (Lots 25 and 26, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas;

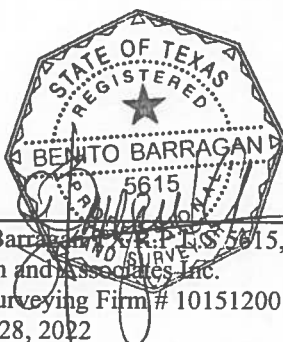
**THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), leaving said northerly right-of-way line of Threadgill Avenue along the common line of said parcels described in Instrument No. 20170056402 (Lots 27, 28, 59, 60 and 61) and Instrument No. 20180096467 (Lots 25 and 26), a distance of 97.50 feet to a point being the common corner of said parcels described in Instrument No. 20170056402 (Lots 27, 28, 59, 60 and 61) and Instrument No. 20180096467 (Lots 25 and 26) and the parcels described in Instrument No. 20190072506 (Lot 49, Los Ranchitos Subdivision) and Instrument No. 20190066794 (Lot 48, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas;

**THENCE**, S 88° 01' 56" E (N 88° 49' 00" E – Record), along the common line of said parcels described in Instrument No. 20170056402 (Lots 27, 28, 59, 60 and 61) and Instrument No. 20190066794 (Lot 48) and the parcel described in Instrument No. 20090042927 (Tracts 29, 46 and 47, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas, a distance of 125.20 feet to a point on the common corner of said parcels described in Instrument No. 20170056402 (Lots 27, 28, 59, 60 and 61) and Instrument No. 20090042927 (Tracts 29, 46 and 47);

**THENCE**, S 01° 58' 04" W (S 01° 11' 00" E – Record), along the common line of said parcels described in Instrument No. 20170056402 (Lots 27, 28, 59, 60 and 61) and Instrument No. 20090042927 (Tracts 29, 46 and 47), a distance of 97.50 feet to the **POINT OF BEGINNING** of this description and containing in all 0.28 acres more or less.

### NOTES:

1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.



Benito Barragan, Registered Professional Surveyor, No. 5615,  
Barragan and Associates Inc.  
Texas Surveying Firm # 10151200  
January 28, 2022  
Parcel 17 – 5521 & 5525 Threadgill – Re-Zoning  
Job No. 211228-02

# LOS RANCHITOS SUBDIVISION

VOL: 2 PG: 4  
\*P.R.E.P.C.

29 42  
38 43  
FOUND NAIL  
IN 1-1/2" PIPE

LOT 49  
INST. NO. 20190072506  
\*R.P.R.E.P.C.

LOT 48  
INST. NO. 20190066794  
\*R.P.R.E.P.C.

LOT 47  
INST. NO. 20090042927  
\*R.P.R.E.P.C.

LOT 46  
INST. NO. 20090042927  
\*R.P.R.E.P.C.

(N88°49'00"E - RECORD)  
S88°01'56"E 125.20'

LOT 26  
INST. NO. 20180096467  
\*R.P.R.E.P.C.

(N01°11'00"W - RECORD)  
N01°58'04"E 97.50'

INST. NO. 20170056402  
\*R.P.R.E.P.C.

INST. NO. 20170056402  
\*R.P.R.E.P.C.

LOT 29  
INST. NO. 20090042927  
\*R.P.R.E.P.C.

(S01°11'00"E - RECORD)  
S01°58'04"W 97.50'

(N01°58'18"E 5292.74' - RECORD)  
N01°11'00"W - RECORD)

5521

5525

N88°01'56"W 125.20'  
(S88°49'00"W - RECORD)

P.O.B.

N01°58'04"E 45.00'

37 38  
2 1

FOUND USA  
BRASS CAP  
MONUMENT  
IN CONCRETE

SECTION LINE

THREADGILL AVENUE

(R.O.W. VARIES)

N88°01'56"W 5277.85' - SEC TO SEC  
(S88°49'00"W - RECORD)

(S88°49'00"W - RECORD)  
N88°01'56"W 1897.11'

38 43

FOUND  
SQUARE BOLT

P.O.C.

\*P.R.E.P.C. = PLAT RECORDS OF EL PASO COUNTY, TEXAS  
\*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

## NOTES:

1. BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK. REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) 2011, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCE.
2. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
3. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. NO POINTS SET.



GRID

1 inch = 30 ft.

## LEGEND

- ⊙ — ORIGINAL CORNER
- — CALCULATED POINT (NOT SET)

PAGE 2 OF 2

**B** Barragan & Associates Inc.

LAND PLANNING & SURVEYING  
TEXAS SURVEYING FIRM# 10151200  
10950 Pellicano Dr. Building-F,  
El Paso, Tx 79935  
Phone (915) 591-5709 Fax (915) 591-5706

## Plat of Survey PARCEL-17

LOTS 27 AND 28,  
LOS RANCHITOS SUBDIVISION,  
AN ADDITION TO THE  
CITY OF EL PASO,  
EL PASO COUNTY, TEXAS.  
AREA 0.28 ACRES ±

Plat Reference Vol/Bk 2 Pages 4

Scale: 1"=30' Date: 01-28-2022 Drawn By: BT

Prepared by and under supervision of:



Benito Barragan TX, R.P.L.S. No. 5615  
Job No. 211228-02 Copy Rights ©

Field: CC Book: N/A Page: N/A

# Barragan And Associates Inc.

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

## PARCEL-18 DESCRIPTION

**Description** of Lots 54 and 55, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas, and being more particularly described as follows:

**COMMENCING** at a found square bolt being the common corner of Sections 1, 6, 38 and 43, Block 1, Township 1, T&P Railway Co. Surveys, El Paso County, Texas; **THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along the common section line of said Sections 1 and 38, a distance of 2210.11 feet to a point; **THENCE**, N 01° 58' 04" E, leaving said common section line, a distance of 300.00 feet to a point on the northerly right-of-way line of Ranchito Avenue, said point being the **POINT OF BEGINNING** of this description;

**THENCE**, N 88° 01' 56" W (S 88° 49' 00" W – Record), along said northerly right-of-way line of Ranchito Avenue, a distance of 112.75 feet to a point being the beginning of a curve;

**THENCE**, 31.42 feet, leaving said northerly right-of-way line of Ranchito Avenue along an arc of a curve to the right with a radius of 20.00 feet, an interior angle of 90° 00' 00", and a chord which bears N 43° 01' 56" W, a distance of 28.28 feet to a point on the easterly right-of-way line of Roanoke Drive;

**THENCE**, N 01° 58' 04" E (N 01° 11' 00" W – Record), along said easterly right-of-way line of Roanoke Drive, a distance of 77.50 feet to a point being the common westerly corner of the parcels described in Instrument No. 20180066186 (Lots 54, 55 and 56, Los Ranchitos Subdivision, City of El Paso, El Paso County, Texas, filed for record in Volume 2, Page 4, Plat Records of El Paso County, Texas) and Instrument No. 20170088006 (Lot 85, SAVE AND EXCEPT a portion conveyed to the CITY OF EL PASO, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas;

**THENCE**, S 88° 01' 56" E (N 88° 49' 00" E – Record), leaving said easterly right-of-way line of Roanoke Drive along the common line of said parcels described in Instrument No. 20180066186 (Lots 54, 55 and 56) and Instrument No. 20170088006 (Lot 85, SAVE AND EXCEPT a portion conveyed to the CITY OF EL PASO) and the parcel described in Instrument No. 20180032780 (Lot 84, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas, a distance of 132.75 feet to a point being the common corner of said parcels described in Instrument No. 20180066186 (Lots 54, 55 and 56) and Instrument No. 20180032780 (Lot 84) and the parcel described in Instrument No. 20170066417 (Lots 82 and 83, Los Ranchitos Subdivision), Real Property Records of El Paso County, Texas;

**THENCE**, S 01° 58' 04" W (S 01° 11' 00" E – Record), along the common line of said parcels described in Instrument No. 20180066186 (Lots 54, 55 and 56), a distance of 97.50 feet to the **POINT OF BEGINNING** of this description and containing in all 0.30 acres more or less.

### NOTES:

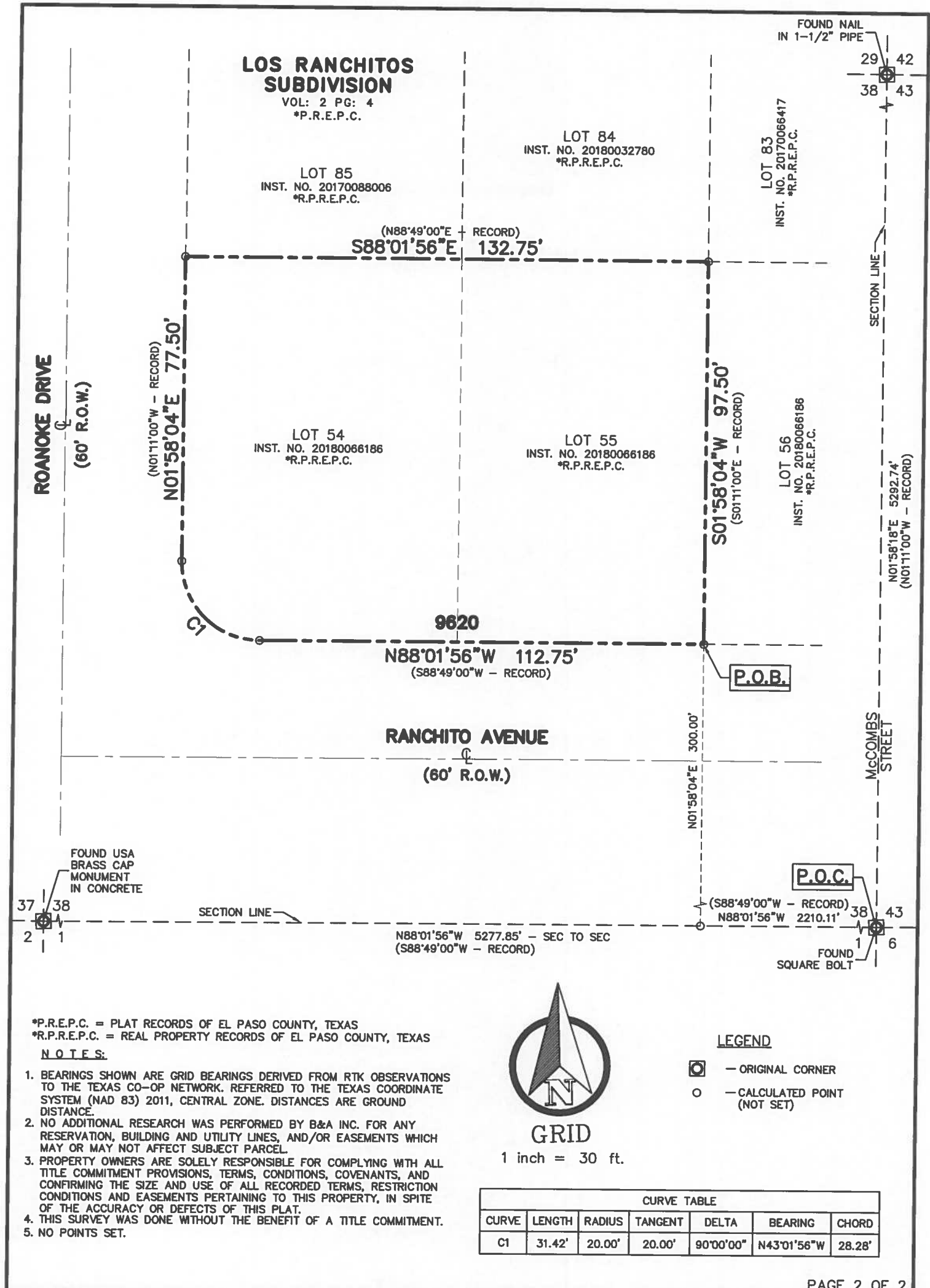
1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground distances and may be converted to grid dividing by 1.000231.
3. This description does not intend to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. A survey of even date accompanies this description.




Benito Barragan, P.S., No. 5615,  
Barragan and Associates, Inc.  
Texas Surveying Firm # 10151200  
January 28, 2022  
Parcel 18 – 9620 Ranchito – Re-Zoning  
Job No. 211228-02



N:\C Computer\WILL RUTH SURVEYS AND M&B\RE-ZONING\PARCEL 18-9620 RANCHITO\_RE-ZONING.dwg



PAGE 2 OF 2



**Barragan & Associates Inc.**


LAND PLANNING & SURVEYING  
TEXAS SURVEYING FIRM# 10151200  
10950 Pellicano Dr. Building-F,  
El Paso, Tx 79935  
Phone (915) 591-5709 Fax (915) 591-5708

**Plat of Survey**  
**PARCEL-18**

LOTS 54 AND 55,  
LOS RANCHITOS SUBDIVISION,  
AN ADDITION TO THE  
CITY OF EL PASO,  
EL PASO COUNTY, TEXAS.  
AREA 0.30 ACRES ±

Plat Reference Vol/Bk 2 Pages 4  
Scale: 1"=30' Date: 01-28-2022 Drawn By: BT

Prepared by and under supervision of:



Benito Barragan, TX, R.P.L.S. No. 5615  
Job No. 21228-02 Copy Rights ©  
Field: CC Book: N/A Page: N/A

# 5510 Will Ruth Ave.

City Plan Commission — June 16, 2022

REZONING



**CASE NUMBER:** PZRZ22-00006  
**CASE MANAGER:** Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov  
**PROPERTY OWNER:** City of El Paso - El Paso Water Utilities / Public Service Board  
**REPRESENTATIVE:** Moreno Cardenas Inc.  
**LOCATION:** 5510 Will Ruth Ave. (District 4)  
**PROPERTY AREA:** 6.17 acres  
**REQUEST:** To rezone from: Parcel-7: C-1 (Commercial), Parcel-8: C-2/sc (Commercial/special contract), Parcel-9: C-1/sc (Commercial/special contract), Parcel-10: C-1/sc (Commercial/special contract), Parcel-11: C-1 (Commercial), Parcel-12: C-1 (Commercial), Parcel-13: C-1/sc (Commercial/special contract), Parcel-14: C-1 (Commercial), Parcel-15: A-M/sc (Apartment/Mobile Home Park/special contract), Parcel-16: R-4/sp (Residential/special permit), Parcel-17: R-4/sp (Residential/special permit), and Parcel-18: A-O (Apartment/Office) to R-4 (Residential) and that the special permit designations for Parcel-16 and Parcel-17 be rescinded  
**RELATED APPLICATIONS:** SURW22-00007 Roanoke, Ranchito, Rutledge, Albany, Threadgill Vacation; SUSU22-00033 Will Ruth Pond  
**PUBLIC INPUT:** None received as of June 9, 2022.

**SUMMARY OF REQUEST:** The applicant is requesting to rezone multiple vacant properties with different zoning districts to R-4 (Residential) for development of a stormwater retention pond site.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL** of the rezoning request as it is consistent with the G-3, Post-War future land use designation of *Plan El Paso*, the City's Comprehensive Plan and is in character with the surrounding neighborhood.

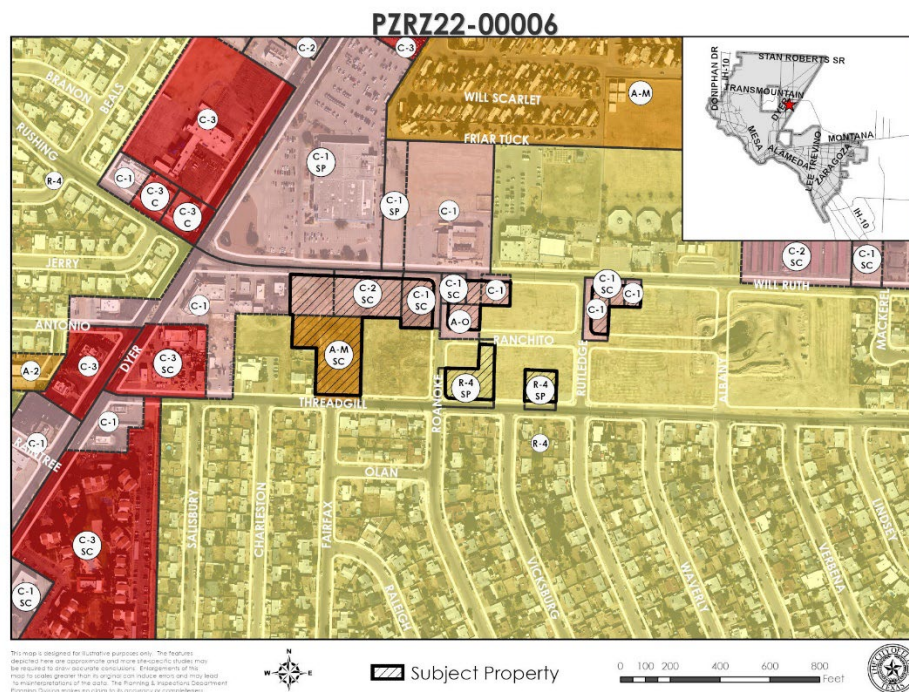


Figure A. Subject Property & Immediate Surroundings



**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone multiple vacant properties totaling 6.17 acres from: Parcel-7: C-1 (Commercial), Parcel-8: C-2/sc (Commercial/special contract), Parcel-9: C-1/sc (Commercial/special contract), Parcel-10: C-1/sc (Commercial/special contract), Parcel-11: C-1 (Commercial), Parcel-12: C-1 (Commercial), Parcel-13: C-1/sc (Commercial/special contract), Parcel-14: C-1 (Commercial), Parcel-15: A-M/sc (Apartment/Mobile Home Park/special contract), Parcel-16: R-4/sp (Residential/special permit), Parcel-17: R-4/sp (Residential/special permit), and Parcel-18: A-O (Apartment/Office) to R-4 (Residential) for development of a stormwater retention pond site. The applicant has requested that the existing special permit designations for Parcel-16 and Parcel-17 be rescinded since there is no need for them. The conceptual site plan shows the proposed ponding site expanding through multiple lots and streets. Such properties are to be combined into one (1) lot. Proposed access is from Will Ruth Avenue and Threadgill Avenue.

**PREVIOUS CASE HISTORY:** Ordinance No. 6440 (attachment 6), passed on January 16, 1979 includes a special contract dated January 8, 1979 and amended on January 5, 1982 that subjects the property (Parcel-13) to the following conditions:

1. No certificates of occupancy and compliance shall be issued by the City for any building constructed on the property until First Parties have installed a concrete sidewalk along the boundary of the property which is adjacent to Will Ruth Avenue.  
Such sidewalk shall be installed in accordance with specifications to be approved by the City Engineer of the City of El Paso and the City Engineer must certify that such sidewalk has been satisfactorily installed before certificates of occupancy and compliance shall be issued.

*Note: Condition No. 1 was fulfilled.*

2. No driveways, curb cuts or other means of vehicular access will be permitted along the boundary of the property which is adjacent to Will Ruth Avenue, and no vehicular ingress and egress shall be permitted between the property and Will Ruth Avenue.

*Note: Condition No. 2 released on January, 5, 1982.*

Ordinance No. 6617 (attachment 7), passed on July 24, 1979 includes a special contract dated July 13, 1979 that subjects the property (Parcel-15) to the following conditions:

1. The property shall not be used for any purpose permitted in an A-M (Apartment Mobile Home Park) District under the zoning ordinance of the City of El Paso until the following conditions have been met:
  - a. First Party shall, at no cost to the City, install a concrete sidewalk and a curb along the boundary of the property which is adjacent to Threadgill Avenue.
  - b. First Party shall, at no cost to the City, construct a six-foot high rock wall around all boundaries of the property where such a wall is permitted by the El Paso City Code.

Such improvements shall be constructed in accordance with plans and specifications to be approved by the City Engineer and Building Official of the City of El Paso, and must be inspected and approved by them before any use permitted in an A-M District is made of the property and before certificates of occupancy and compliance are issued for any buildings constructed on the property.

*Note: Condition No. 1 will not apply if rezoned to R-4.*

2. All interior access roads located on the property shall be at least 35 feet wide.

*Note: Condition No. 2 does not apply.*

Ordinance No. 6618 (attachment 8), passed June 26, 1979 includes a special contract dated June 15, 1979 that subjects the property (Parcel-9) to the following conditions:

1. No building permits shall be issued for construction on the property until complete and detailed site development and architectural plans of the proposed development on the property have been approved

by the City Plan Commission of the City of El Paso. All construction and development on the property shall be done in accordance with the approved plans.

*Note: Condition No. 1 to be fulfilled if any buildings are to be built.*

2. No certificates of occupancy and compliance shall be issued for any buildings constructed on the property until First Parties have constructed concrete sidewalks along the boundaries of the property which are adjacent to Will Ruth Avenue and Roanoke Drive.

*Note: Condition No. 2 was fulfilled.*

Ordinance No. 8055 (attachment 9), passed May 22, 1984 includes a special contract dated May 29, 1979 that subjects the property (Parcel-10) to the following conditions:

1. Sidewalks shall be placed in the City's right-of-way at 5500 Will Ruth Avenue. Said sidewalks shall be removed by First Parties upon request by the City in order to widen Will Ruth Avenue.

*Note: Condition No. 1 was fulfilled.*

2. First Parties shall dedicate twenty (20) feet of right-of-way at that location.

*Note: Condition No. 2 was fulfilled.*

Ordinance No. 8150 (attachment 10), passed August, 28, 1984 includes a special contract dated September 7, 1984 that subjects the property (Parcel-8) to the following conditions:

"...no pool halls, no pornographic shops, no video arcades, no automotive repair shops, and no bars shall be allowed on the property."

*Note: Stated uses are not permitted under the proposed R-4 zone district.*

Resolution SP 82-9 (attachment 11), passed June 1, 1982 approved a special permit and a detailed site development plan (SP 82-9) to allow a church on a site less than three acres on Parcel-17.

*Note: The applicant is requesting that this special permit be terminated.*

Ordinance No. 12205 (attachment 12), passed December 20, 1994 approved a special permit and detailed site development plan (SP 94-23) to allow a church on a site less than three acres on Parcel-16 and subject to the following conditions:

- a. Provide and designate a minimum of two accessible parking spaces, one of which shall be designated van-accessible
- b. Pave all designated parking areas on this property.

*Note: The applicant is requesting that this special permit be terminated.*

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed use of stormwater retention pond is permitted in the R-4 (Residential) zone district and is in character with the neighborhood. Properties to the north are zoned R-4 (Residential) and C-1 (Commercial) and consist of a church and a community recreation facility. To the south, properties are zoned R-4 (Residential) consisting of single-family dwellings. Properties to the east are zoned R-4 (Residential) consisting of vacant lots, and properties to the west are zoned R-4 (Residential) and C-1 (Commercial) consisting of a restaurant and a single-family dwelling.

<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-3, Post-War:</b> This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	Yes. The proposed use of stormwater retention pond is to address the stormwater runoff for development in this community.
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>R-4 (Residential) District:</b> The purpose of this district is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p>	Yes. The proposed use of stormwater retention pond is permitted by right in the R-4 (Residential) zone district. The proposed use will address stormwater runoff for development in this community.
<p><b>Preferred Development Locations:</b> The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	Yes. The proposed rezoning will ensure that the subject property completely falls under one zoning district and matches that of the surrounding properties.
<b>THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<p><b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	This property does not fall within any historic districts, special designations, or study plan areas.
<p><b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	By denial of the proposed rezoning request, there is the potential to negatively impact the development of the stormwater retention pond, thus negatively impacting existing and future city development.
<p><b>Natural Environment:</b> Anticipated effects on the natural environment.</p>	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
<p><b>Stability:</b> Whether the area is stable or in transition.</p>	The area is stable with no rezoning cases within the last 10 years.
<p><b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	Property has been acquired by El Paso Water to be developed into a stormwater retention pond. Existing zoning districts other than the proposed will no longer be suitable for the property since they may create a split-zone lot.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The proposed stormwater retention pond will serve the community in improving stormwater runoff management. Sidewalks are proposed to be build along the property to serve the neighborhood.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** There are no adverse comments from reviewing departments.

**PUBLIC COMMENT:** The subject property does not reside within the boundaries of any neighborhood or civic associations identified by the City of El Paso. Notice of the proposed rezone was provided to all property owners within 300 feet of subject property on June 2, 2022. As of June 9, 2022, the Planning Division has not received any communication in support nor opposition. One (1) phone call of inquiry was received from the public.

**RELATED APPLICATIONS:** SURW22-00007 – Roanoke, Ranchito, Rutledge, Albany, Threadgill Vacation was approved by City Plan Commission on May 19, 2022 under a Right-of-Way (ROW) Vacation application to vacate all of Ranchito Avenue, and portions of Roanoke Drive, Rutledge Place, Albany Drive, and Threadgill Avenue. The ROW vacation is pending City Council action. SUSU22-00033 – Will Ruth Pond was approved by City Plan Commission on May 19, 2022 under a Resubdivision Combination application to resubdivide 24.19 acres of land into one (1) pond site and is pending recording with the County with the condition of this rezoning to be approved first.

#### **CITY PLAN COMMISSION OPTIONS:**

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

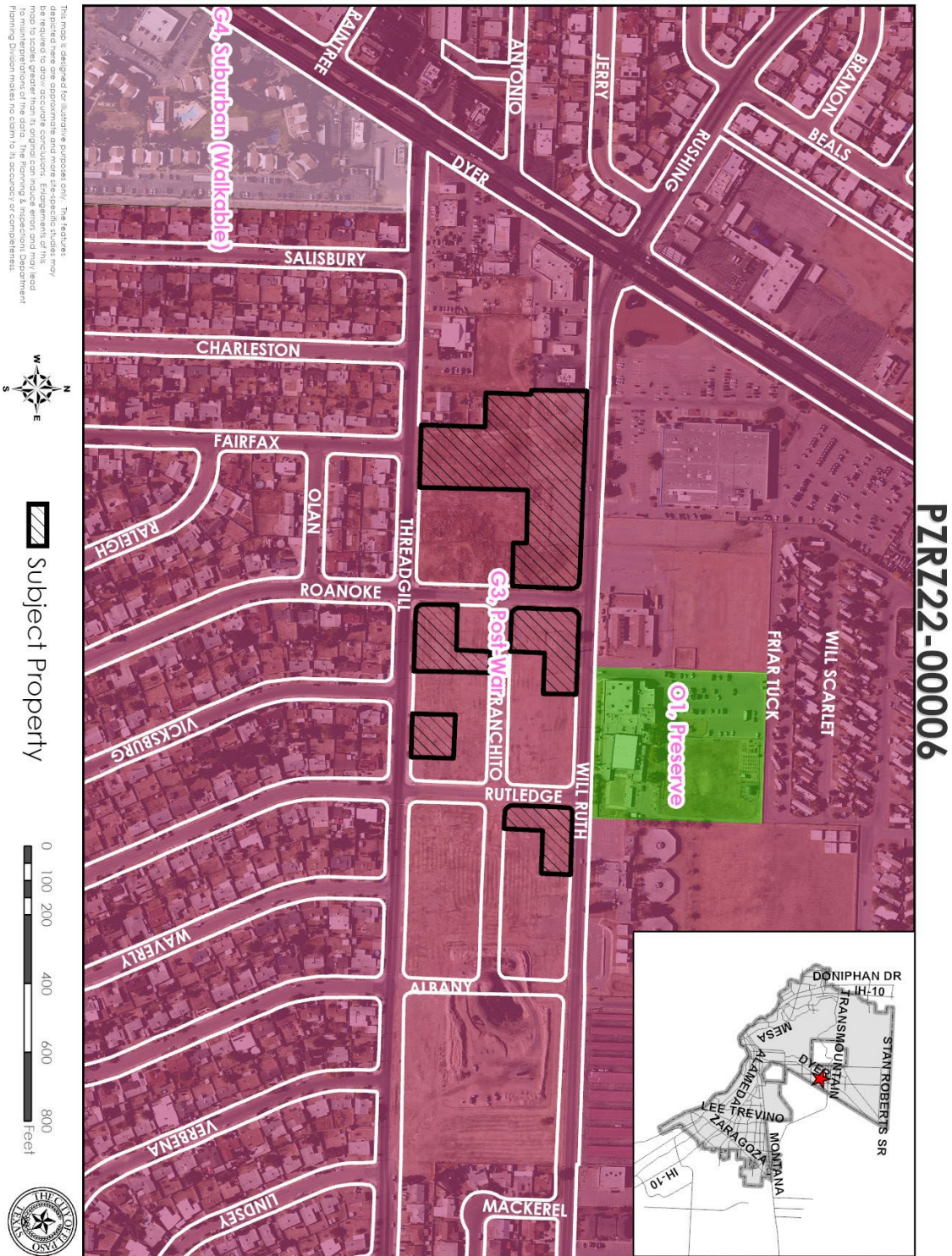
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**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

#### **ATTACHMENTS:**

1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Conceptual Site Plan
4. Rezoning Map
5. Department Comments
6. Ordinance No. 6440
7. Ordinance No. 6617
8. Ordinance No. 6618
9. Ordinance No. 8055
10. Ordinance No. 8150
11. Resolution SP 82-9
12. Ordinance No. 12205



# ATTACHMENT 1

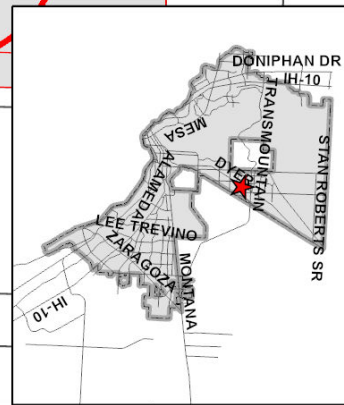
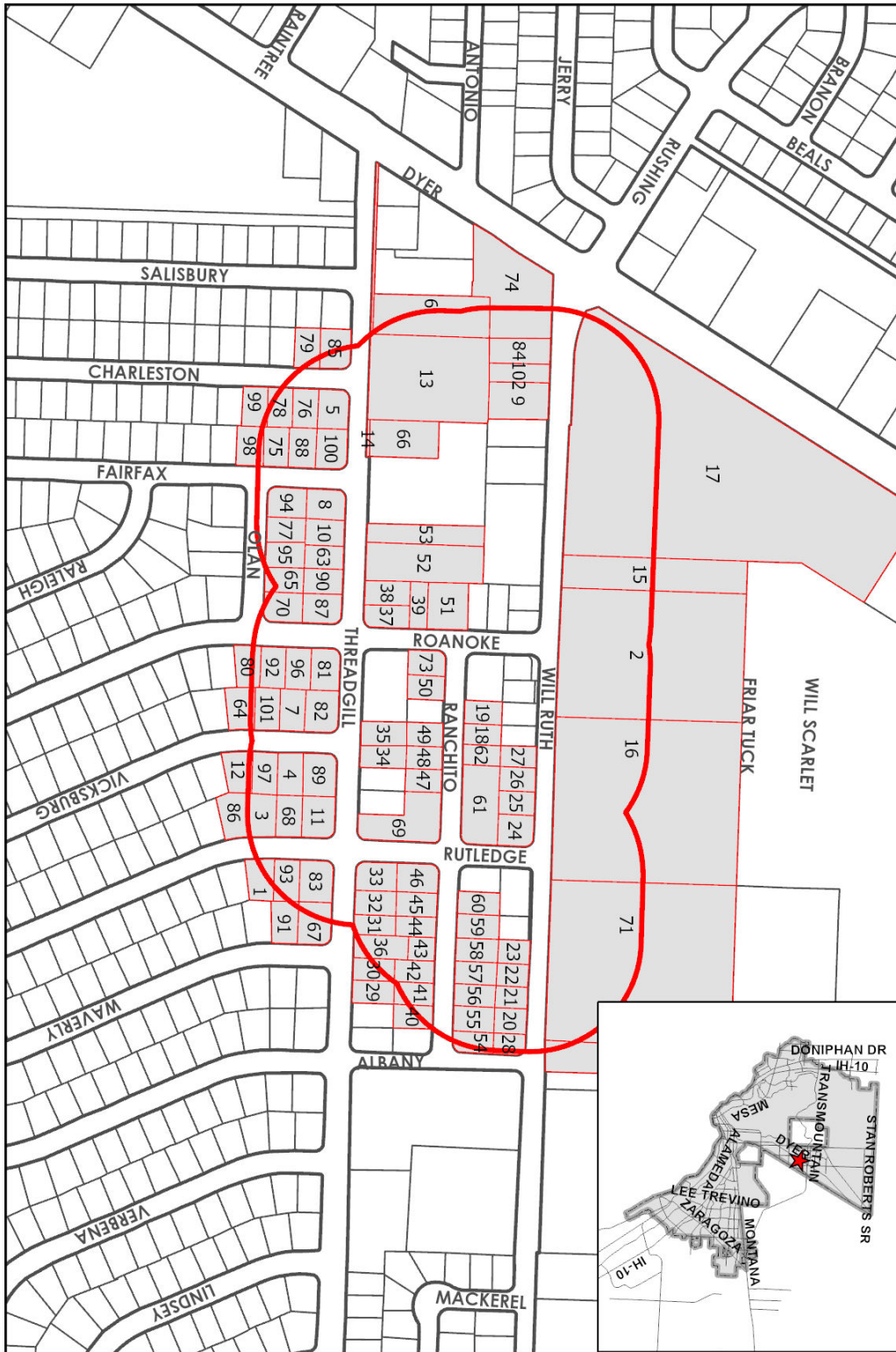


# ATTACHMENT 2

This map is prepared for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Engagements of this map to scales greater than 1:10,000 can induce error and may lead to misinterpretation of the data. The Planning & Inspection Department Planning Division makes no claim as to accuracy or completeness.



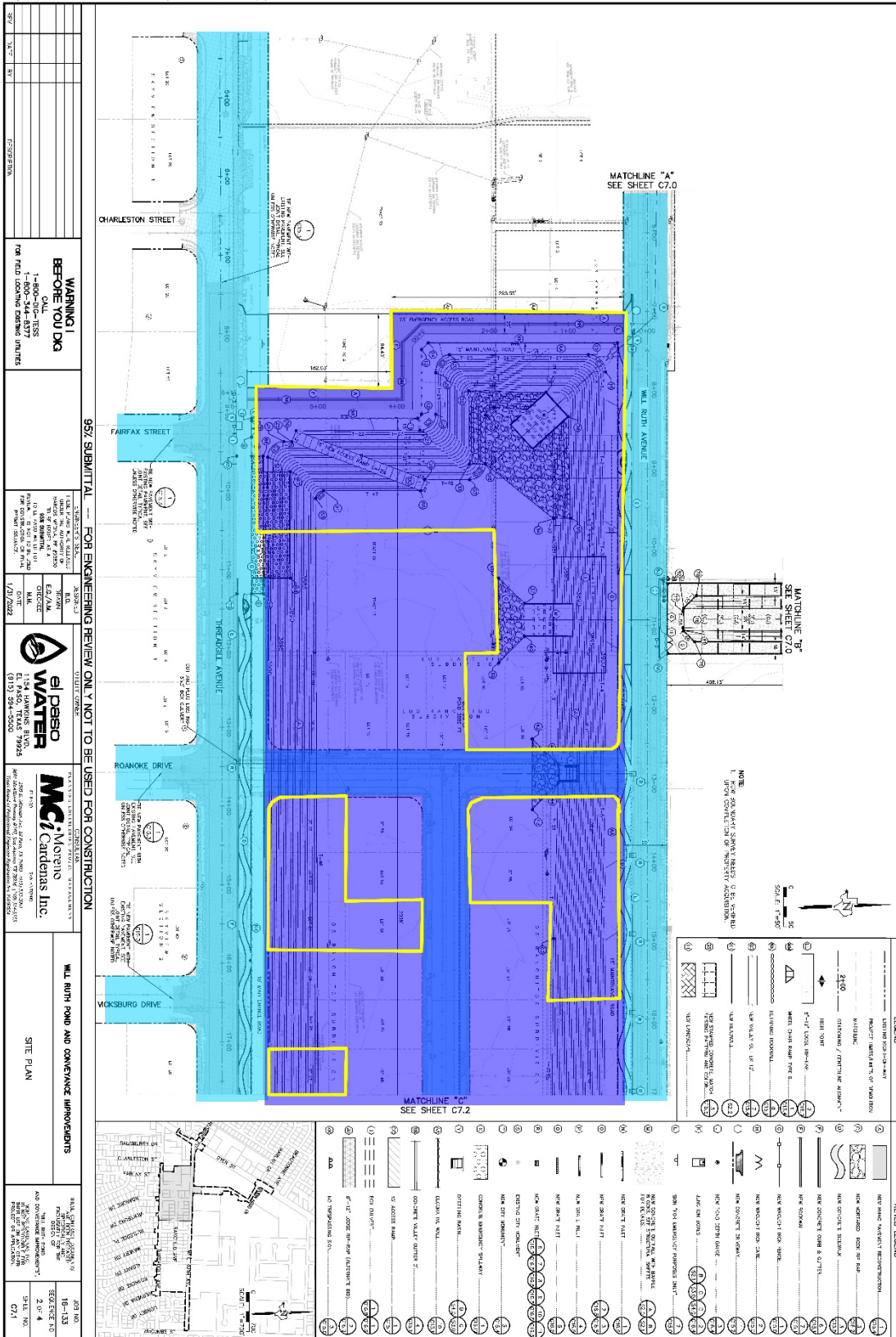
Parcels within 300 feet



PZR22-00006



## **ATTACHMENT 3**







# ATTACHMENT 4

F:\918122\Preliminary Plat\Re-Zoning Map\Will Ruth Pond Re-Zoning Map.dwg Time: 05/05/2022 - 02:14pm



# **ATTACHMENT 5**

## **Planning and Inspections Department - Planning Division**

Recommend approval. No adverse comments.

## **Planning and Inspections Department – Plan Review & Landscaping Division**

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

## **Planning and Inspections Department – Land Development**

No comments received.

## **Fire Department**

Recommend approval. No adverse comments.

## **Police Department**

No comments received.

## **Environment Services**

No comments received.

## **Streets and Maintenance Department**

TIA not required for this application.

## **Sun Metro**

No comments received.

## **El Paso Water**

No comments received.

## **Stormwater:**

EPWater-SW has no objections to this proposal.

## **El Paso County 911 District**

The 911 District has no comments/concerns regarding this zoning.

## **Texas Department of Transportation**

No comments received.

## **El Paso County Water Improvement District #1**

Not within the boundaries of EPCWID1.

## **ATTACHMENT 6**

**(See following pages)**

TO

1-19-79

DATE

ZONING SECTION

LAND PLANNING

MAPPING SECTION

E.D.P. SECTION

ADVANCE SECTION

Paul pk 1-2-79

REPRODUCE:

RETURN TO: *BH*

By (Date):

FILED :

ORDINANCE NO:

6440

DATE:

1-16-79

CONTRACT:

Yes + Resolution

CASE NO.:

78-4290

NOTES:

6440

AN ORDINANCE CHANGING THE ZONING OF  
LOT 76, LOS RANCHITOS SUBDIVISION,  
THE PENALTY BEING AS PROVIDED IN  
SECTION 25-10 OF THE CODE

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

That the zoning of Lot 76, Los Ranchitos Subdivision be  
changed to C-1 (Commercial) within the meaning of the zoning  
ordinance and the zoning map changed accordingly.

PASSED AND APPROVED this 16th day of January 1979.

ATTEST:

[Signature]

City Clerk

[Signature]

Mayor

Pro-Tem

City Clerk

APPROVED AS TO FORM:

[Signature]

City Attorney

I CERTIFY THAT THE FOLLOWING ZONING MAPS  
HAVE BEEN REVISED: L.D  
2-2-79 COUNTER  
2-2-79 ORIGINAL  
2-2-79 Bldg. Inspection  
2-2-79 CONTROL [Signature]

I certify that the zoning map has been revised to  
reflect the amendment of ordinance # 6440  
By [Signature] Date 2-2-79

6440

CONTRACT

This contract, made this 8 day of January, 1979,  
by and between RUSSELL LARSEN and wife. EVELYN LARSEN, First  
Parties, and the CITY OF EL PASO, Second Party, witnesseth:

Application has been made to the City of El Paso for rezoning  
of Lot 76, Los Ranchitos Subdivision, in the City of El Paso,  
El Paso County, Texas. To remove certain objections to such re-  
zoning, First Parties covenant that if the property is rezoned to  
C-1 (Commercial) within the meaning of the zoning ordinance of the  
City of El Paso, it shall be subject to the following restrictions,  
conditions and covenants:

1. No certificates of occupancy and compliance shall be  
issued by the City for any building constructed on the property  
until First Parties have installed a concrete sidewalk along the  
boundary of the property which is adjacent to Will Ruth Avenue.

Such sidewalk shall be installed in accordance with  
specifications to be approved by the City Engineer of the City of  
El Paso and the City Engineer must certify that such sidewalk has  
been satisfactorily installed before certificates of occupancy and  
compliance shall be issued.

2. No driveways, curb cuts or other means of vehicular access  
will be permitted along the boundary of the property which is  
adjacent to Will Ruth Avenue, and no vehicular ingress and egress  
shall be permitted between the property and Will Ruth Avenue.

This contract is a restriction, condition and covenant running  
with the land and a charge and servitude thereon, and shall bind  
First Parties and their successors in title. Any future conveyance  
of the land shall contain these restrictions, conditions and  
covenants and shall embody this contract by express reference.

The City may enforce this contract by injunction or any other  
legal or equitable remedy. The City Council of the City of El Paso  
may release the above restrictions, conditions and covenants in its  
discretion without the consent of any third person who may be  
benefited thereby.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

78-42-90

Russell Larsen  
Russell Larsen

Evelyn Larsen  
Evelyn Larsen

THE CITY OF EL PASO

By Pro-Tem  
Mayor

ATTEST:

W. R. Riegers  
City Clerk

APPROVED AS TO FORM:

David Adkins  
City Attorney

THE STATE OF TEXAS)  
)  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared RUSSELL LARSEN and his wife, EVELYN LARSEN, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of January, 1979.

My Commission Expires:

10-31-80

[Signature]  
Notary Public, El Paso County, Texas

THE STATE OF TEXAS)  
)  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared Don M. Ponder, Mayor Pro-Tem of the City of El Paso, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me that he had executed the same for the purposes and consideration and in the capacity therein expressed, and as the act and deed of the City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of January, 1979.

78-4290

My Commission Expires:

ANGELA A. DILL  
Notary Public

Angela A. Dill  
Notary Public, El Paso County, Texas

RESOLUTION

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

That the Mayor be authorized to sign a contract with Russell Larsen and Evelyn Larsen, placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No. 6440.

ADOPTED this 16th day of January, 1978<sup>9</sup>.

ATTEST:

W. R. Ryz...

City Clerk

City Clerk

Mayor

Pro-Tem

78-4290



TO

DATE

1/20/82 ✓

ZONING SECTION

LAND PLANNING

MAPPING SECTION ✓

E.D.P. SECTION

SPECIAL PERMIT/SITE DEVELOP. PLAN

MPO

728-87

REPRODUCE:

RETURN TO: *BK*

By (DATE):

ORDINANCE NO:

6440

DATE:

1/16/79

CONTRACT:

yes dated 1/8/79

CASE NO:

78-4290

NOTES:

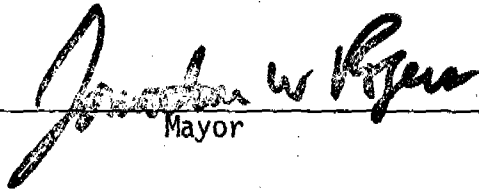
*Partial  
Contract release  
dated 1/5/82*

RESOLUTION

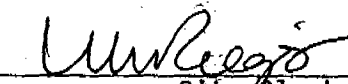
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an amendment to a contract dated January 8, 1979, by and between the CITY OF EL PASO and RUSSELL LARSEN and EVELYN LARSEN, releasing Paragraph 2 of said Contract.

ADOPTED this 5th Day of January 1982

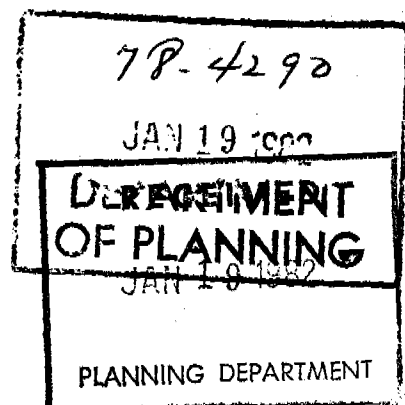
  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

*Partial Contract Release*

*Ord. #6440  
dated 1/16/79*



THE STATE OF TEXAS)  
COUNTY OF EL PASO )

PARTIAL RELEASE

WHEREAS, by contract dated January 8, 1979 between RUSSELL LARSEN and wife, EVELYN LARSEN, First Parties, and the CITY OF EL PASO, Second Party, recorded in Book 964 at Page 507 of the Deed Records of El Paso County, Texas, certain restrictions, conditions and covenants were placed on Lot 76, Los Ranchitos Subdivision, in the City of El Paso, El Paso County, Texas; and

WHEREAS, the City Council of the City of El Paso has determined that the provisions of paragraph 2 of said contract, which reads as follows:

2. No driveways, curb cuts or other means of vehicular access will be permitted along the boundary of the property which is adjacent to Will Ruth Avenue, and no vehicular ingress and egress shall be permitted between the property and Will Ruth Avenue

are no longer necessary and should be released;

NOW THEREFORE, the City of El Paso has released and by these presents hereby releases Russell Larsen and wife, Evelyn Larsen, their successors and assigns and the above described property from the restrictions, conditions and covenants contained in paragraph 2 of said contract.

Except as herein released, all other terms of the above-described contract shall remain in full force and effect.

WITNESS the following signatures and seal this 5<sup>TH</sup> day of January, 1982:

THE CITY OF EL PASO

ATTEST:

By

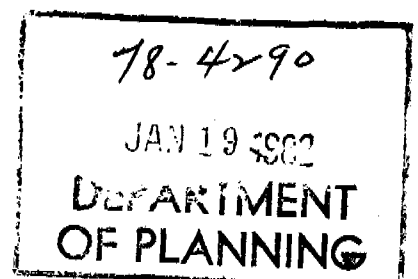
Mayor

W. Regan  
City Clerk

I certify that the zoning map has been revised to reflect the amendment of ordinance Resolution 1-5-82 1-28-82  
By W. Regan Date 1-28-82

APPROVED AS TO FORM:

Low Bean  
Assistant City Attorney



## **ATTACHMENT 7**

**(See following pages)**

AN ORDINANCE CHANGING THE ZONING OF  
ALL OF TRACT 11, SECTION 38, BLOCK  
81, TSP. 1, T & P RR SURVEYS, THE  
PENALTY BEING AS PROVIDED IN SECTION  
25-10 OF THE EL PASO CITY CODE

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

That the zoning of all of Tract 11, Section 38, Block 81,  
Tsp. 1, T & P RR Surveys, as more particularly described below,  
be changed to AM (Apartment-Mobile Home) within the meaning of  
the zoning ordinance, and the zoning map of the City of El Paso  
be revised accordingly:

From a point, said point being the most southeasterly  
corner of Lot 12 of Los Ranchitos Subdivision (Replat);  
thence south 88°49'00" west along the common boundary  
line between Lot 12, of said subdivision and Tract 13  
of said Section a distance of 153.40 feet to the POINT  
OF BEGINNING;

THENCE south 01°11'00" east along the common boundary  
line between Tracts 11 and 12 of said section a distance  
of 327.80 feet;

THENCE south 88°49'00" west along the centerline of  
Threadgill Avenue a distance of 182.20 feet;

THENCE north 01°11'00" west a distance of 200.00 feet;

THENCE south 88°49'00" west along the northerly boundary  
line of Tract 10A of said section a distance of 100.00 feet;

THENCE north 01°11'00" west a distance of 127.80 feet;

THENCE north 88°49'00" east a distance of 282.20 feet to  
the point of beginning and containing in all 72,505.16  
square feet or 1.665 acres of land more or less

PASSED AND APPROVED this 24th day of July, 1979.

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney

I CERTIFY THAT THE FOLLOWING ~~EXHIBIT~~ 2. D

HAVE BEEN REVISED:

8-2-79 COUNTER  
8-2-79 ORIGINAL  
8-2-79 Blady. Inspection  
8-2-79 CONTROL

I certify that the zoning map has been revised to  
reflect the amendment of ordinance # 6617  
Date 8-2-79

79-4363  
JUL 26 1979

RECEIVED  
OF PLANS

CONTRACT

THIS CONTRACT, made this 13 day of July, 1979, by and between AMERICAN CAMPING AND OUTING INDUSTRIES, INC., a corporation, First Party, FIRST SAVINGS AND LOAN ASSOCIATION, Second Party, and the CITY OF EL PASO, Third Party, witnesseth:

Application has been made to the City of El Paso for rezoning of all of Tract 11, Section 38, Block 81, Tsp. 1, T & P RR Surveys in the City of El Paso, El Paso County, Texas, such property being more particularly described by Ordinance No. 6617 now pending before the City Council of the City of El Paso, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference. To remove certain objections to such rezoning, First Parties covenant that if the property is rezoned to AM (Apartment Mobile Home) within the meaning of the zoning ordinance of the City of El Paso, it shall be subject to the following restrictions, conditions and covenants:

1. The property shall not be used for any purpose permitted in an AM (Apartment-Mobile Home) District under the zoning ordinance of the City of El Paso until the following conditions have been met:
  - (a) First Party shall, at no cost to the City, install a concrete sidewalk and a curb along the boundary of the property which is adjacent to Threadgill Avenue.
  - (b) First Party shall, at no cost to the City, construct a six-foot high rock wall around all boundaries of the property where such a wall is permitted by the El Paso City Code.

Such improvements shall be constructed in accordance with plans and specifications to be approved by the City Engineer and Building Official of the City of El Paso, and must be inspected and approved by them before any use permitted in an AM District is made of the property and before certificates of occupancy and compliance are issued for any buildings constructed on the property.

2. All interior access roads located on the property shall be at least 35 feet wide.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and

79-4363

JUL 26 1979

DEPARTMENT  
OF PLANNING

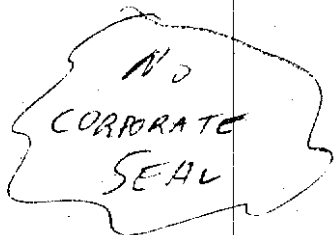
shall bind First Party and its successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

Second Party is the owner and holder of recorded liens on the property and consents to this contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

ATTEST:



AMERICAN CAMPING AND OUTING INDUSTRIES, INC

By Walter Murray  
President

Barbara J. Dumas  
Secretary

ATTEST:

FIRST SAVINGS AND LOAN ASSOCIATION

By [Signature]  
President

Secretary

THE CITY OF EL PASO

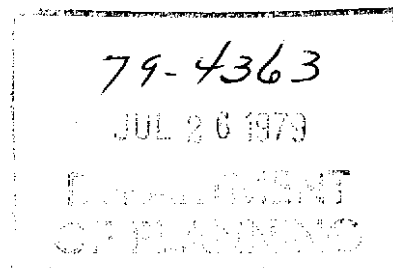
ATTEST:

By Thomas H. Westfall  
Mayor

W. R. [Signature]  
City Clerk

APPROVED AS TO FORM:

[Signature]  
City Attorney



THE STATE OF TEXAS)  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared WALTER G. DENMAN, President of AMERICAN CAMPING AND OUTING INDUSTRIES, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of JULY, 1979.

*William E. Denman*  
WILLIAM E. DENMAN

My Commission Expires:

May 31, 1983

Notary Public, El Paso County, Texas

THE STATE OF TEXAS)  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared Richard L. Thomas, President of FIRST SAVINGS AND LOAN ASSOCIATION, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of July, 1979.

*Jacquie M. Winston*  
Jacquie M. Winston

My Commission Expires:

9-30-79

Notary Public, El Paso County, Texas

THE STATE OF TEXAS)  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared Thomas D. Westfall Mayor of the City of El Paso, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that he had executed the same for the purposes and consideration and in the capacity therein expressed, and as the act and deed of the City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of July, 1979.

*Angela C. Guillen*  
Angela C. Guillen

My Commission Expires:

Notary Public, El Paso County, Texas

ANGELA C. GUILLEN, Notary Public

My Commission Expires

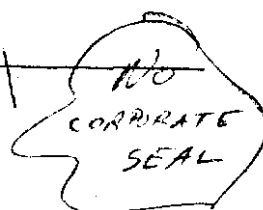
9/30/80



TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said City of El Paso and its assigns, forever. And the Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises unto the said City of El Paso and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the following signatures this 13 day of July, 19 79

Walter G. Denman III President  
WALTER G. DENMAN, III  
Barbara F. Denman Secretary  
BARBARA F. DENMAN



CORPORATION ACKNOWLEDGMENT

THE STATE OF Texas )  
COUNTY OF El Paso )

BEFORE ME, the undersigned authority, a notary public in and for El Paso County, Texas, on this day personally appeared WALTER G. DENMAN III & BARBARA F. DENMAN, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said American Camping & Outing Industries, Inc. corporation and that he executed the same as the act of such corporation for the purposes and consideration herein expressed, and in the capacity therein stated.

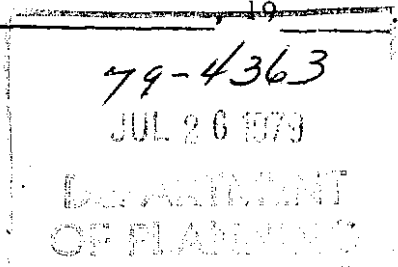
Given under my hand and seal of office this 13 day of July, 19 79

William E. Wenban  
WILLIAM E. WENBAN  
Notary Public in and for EL PASO  
County, TEXAS

THE STATE OF TEXAS )  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_ his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said \_\_\_\_\_, wife of the said \_\_\_\_\_, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said \_\_\_\_\_ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expresses, and that she did not wish to retract it.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_



Notary Public in and for \_\_\_\_\_  
County, Texas

## RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS )

COUNTY OF El Paso )

KNOW ALL MEN BY THESE PRESENTS:

That American Camping and Outing Industries, Inc.,

of the County of El Paso, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of \$10.00 Ten Dollars----- Dollars and other good and valuable consideration to Grantors in hand paid by the City of El Paso, receipt of which is hereby acknowledged and for which no lien is retained, either expressed or implied, do by these presents grant, sell and convey unto the City of El Paso, an easement for the purposes of laying out, opening, constructing, operating, maintaining and reconstructing a 35 ft. wide easement-lt. 8, Los Ranchitos Subdvn. to connet Will Ruth Dr. facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the following-described property in the County of El Paso, State of Texas, and being more particularly described as follows, to-wit:

Legal description of a parcel of land out of Lot 8, Los Ranchitos Subdivision, City of El Paso, belonging to American Camping and Outing Industries, Inc., to be acquired by the City of El Paso for a 35 feet wide easement through Lot 8;

From a point being the northeast corner of Lot 8 and a common corner with Lot 9 said point being the point of beginning.

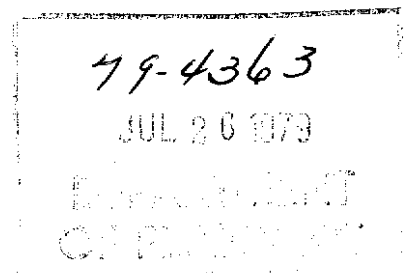
Thence south  $01^{\circ} 11' 00''$  east, along a lot line common to Lots 8 and 9, a distance of one hundred sixty-seven and twenty hundredths (167.20) feet to a point being the southeast corner of Lot 8;

Thence south  $88^{\circ} 49' 00''$  west along a lot line common to Lot 8 and Tract 11, Section 38, Block 81, TSP 1, T & P RR Survey, a distance of thirty-five and no hundredths (35.00) feet to a point;

Thence north  $01^{\circ} 11' 00''$  west along the proposed west easement line, a distance of one hundred sixty-seven and twenty hundredths (167.20) feet to a point on the south right-of-way line of Will Ruth Avenue;

Thence north  $88^{\circ} 49' 00''$  east along the south right-of-way line of Will Ruth Avenue, a distance of thirty-five and no hundredths (35.00) feet to the point of beginning;

Said parcel of land containing 5,852 square feet or 0.134 acres more or less.



TO HAVE AND TO HOLD the same perpetually to the City of El Paso, its successors and assigns. And the Grantors do hereby bind themselves, their heirs, executors, administrators, successors, and assigns, to warrant and forever defend all and singular the said premises, unto the said City of El Paso, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 13 day of JULY, 1979.

Walter F. Denman  
WALTER F. DENMAN

Resident

Barbara F. Denman  
BARBARA F. DENMAN

Secretary

NO  
CORPORATE  
SEAL

CORPORATION ACKNOWLEDGMENT

THE STATE OF Texas

COUNTY OF El Paso

BEFORE ME, the undersigned authority, a notary public in and for El Paso County, Texas, on this day personally appeared WALTER F. DENMAN, III & BARBARA F. DENMAN, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said American Camping & Outing Ind. Inc., a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 13 day of JULY, 1979.

William E. Newbauer  
WILLIAM E. NEWBAUER  
Notary Public in and for EL PASO County, EL PASO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said \_\_\_\_\_, wife of the said \_\_\_\_\_, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said \_\_\_\_\_, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for \_\_\_\_\_ County, Texas

79-4363  
JUL 28 1979  
CLERK OF DISTRICT COURT

RESOLUTION

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

That the Mayor be authorized to sign a contract with AMERICAN CAMPING AND OUTING INDUSTRIES, INC., et al., placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No. 6611.

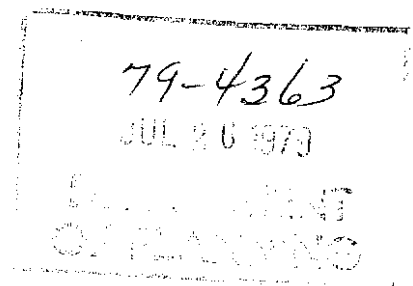
ADOPTED this 24th day of July, 1979.

ATTEST:

Samuel R. Lee  
Mayor

W. D. [Signature]  
City Clerk

City Clerk



D E E D

STATE OF TEXAS )  
 )  
COUNTY OF El Paso )

KNOW ALL MEN BY THESE PRESENTS:

That American Camping and Outing Industries, Inc.,

of the County of El Paso, State of Texas, hereinafter referred to  
as Grantors, whether one or more, for and in consideration of the sum of \$10.00

Ten Dollars and no hundredths

Dollars to Grantors in hand paid by the City of El Paso, receipt of which is hereby acknowledged, have granted, sold and conveyed and by these presents do grant, sell and convey unto the City of El Paso, the following described parcel of land situated in the County of El Paso, State of Texas:

Legal description of a parcel of land out of Tract 11, Section 38, Block 81, TSP 1, Texas and Pacific Railroad Survey of El Paso County, Belonging to American Camping and Outing Ind., Inc. to be acquired by the City of El Paso for additional right-of-way of Threadgill Avenue and being more particularly described as follows:

From a point being the southwest corner of Tract 11, said point being the point of beginning;

Thence north  $01^{\circ} 11' 00''$  west, along a line common to Tract 11 and 10-A, a distance of thirty and no hundredths (30.00) feet to a point;

Thence north  $88^{\circ} 49' 00''$  east, along the proposed north right-of-way line of Threadgill Avenue, a distance of one hundred eighty-two and twenty hundredths (182.20) feet to a point;

Thence south  $01^{\circ} 11' 00''$  east, along a line common to Tract 11 and 12, a distance of thirty and no hundredths (30.00) feet to a point;

Thence south  $88^{\circ} 49' 00''$  west, along the existing north right-of-way line of Threadgill Avenue, a distance of one hundred eighty-two and twenty hundredths (182.20) feet to the point of beginning;

Said parcel of land containing 5,466 square feet or 0.125 acres more or less.

79-4363

JUL 26 1979

# MOVEMENT OF PLANTS

TO

DATE

ZONING SECTION

LAND PLANNING

MAPPING SECTION

E.D.P. SECTION

ADVANCE SECTION

7-26-79

*Raul* *H 8-2-79*

REPRODUCE:

RETURN TO:

By (Date):

FILED :

ORDINANCE NO:

DATE:

CONTRACT:

CASE NO.:

NOTES:

*6617*

*7-24-79*

*Map + Deed + R.O.W Easement +*

*79-4363*

*Resolution*

## **ATTACHMENT 8**

**(See following pages)**

ك

That the zoning of Lots 13, 14, 15 and 16, Los Ranchitos Addition be changed to C-1 (Commercial) within the meaning of the zoning ordinance, and the zoning map of the City of El Paso be revised accordingly.

Age Group	2006	2007	2008
18-29	~85	~88	~90
30-49	~75	~78	~80
50-69	~65	~68	~70
70+	~55	~58	~60

Mayor

City Clerk

City Attorney

HAVE BEEN REVISED:

<u>7-3-79</u>	COUNTER
<u>7-3-79</u>	ORIGINAL
<u>7-3-79</u>	<i>Blade</i>
<u>7-3-79</u>	CONTROL

reflect the amendment of ordinance # 6618  
R. Brindley..... Date 7-3-79

79-4378  
JUN 28 1979  
DEPARTMENT  
OF PLANNING



CONTRACT

THIS CONTRACT, made this 10 day of June, 1979, by and between CAROLINA PAPA, joined pro forma herein by her husband, JOHN R. PAPA, CELMIRA N. NARVAEZ and ENRIQUETA PORTILLO, First Parties, and the CITY OF EL PASO, Second Party, witnesseth:

Application has been made to the City of El Paso for rezoning of Lots 13, 14, 15 and 16, Los Ranchitos Addition, in the City and County of El Paso, Texas. To remove certain objections to such rezoning, First Parties covenant that if the property is rezoned to C-1 (Commercial) within the meaning of the zoning ordinance of the City of El Paso, it shall be subject to the following restrictions, conditions and covenants:

1. No building permits shall be issued for construction on the property until complete and detailed site development and architectural plans of the proposed development on the property have been approved by the City Plan Commission of the City of El Paso. All construction and development on the property shall be done in accordance with the approved plans.

2. No certificates of occupancy and compliance shall be issued for any buildings constructed on the property until First Parties have constructed concrete sidewalks along the boundaries of the property which are adjacent to Will Ruth Avenue and Roanoke Drive. Such sidewalks shall be constructed in accordance with specifications to be approved by the City Engineer of the City of El Paso and shall be subject to inspection and approval by him before certificates of occupancy and compliance are issued.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Parties and their successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in

its discretion without the consent of any third person who may be benefited thereby.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

Carolina Papa  
Carolina Papa

John R. Papa  
John R. Papa

Celmira N. Narvaez  
Celmira N. Narvaez

Enriqueta Portillo  
Enriqueta Portillo

THE CITY OF EL PASO

By Thomas R. Westfall  
Mayor

ATTEST:

City Clerk  
City Clerk

APPROVED AS TO FORM:

City Attorney  
City Attorney

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

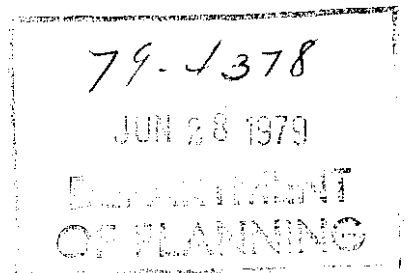
BEFORE ME, the undersigned authority, on this day personally appeared CAROLINA PAPA and her husband, JOHN R. PAPA, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of June, 1979.

My Commission Expires:

6-30-80

Notary Public, El Paso County, Texas  
Notary Public, El Paso County, Texas



THE STATE OF TEXAS)  
 )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared CELMIRA N. NARVAEZ, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of June, 1979.

My Commission Expires:

4-30-80

  
Notary Public, El Paso County, Texas

THE STATE OF TEXAS)  
 )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared ENRIQUETA PORTILLO, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of June, 1979.

My Commission Expires:

4-30-80

  
Notary Public, El Paso County, Texas

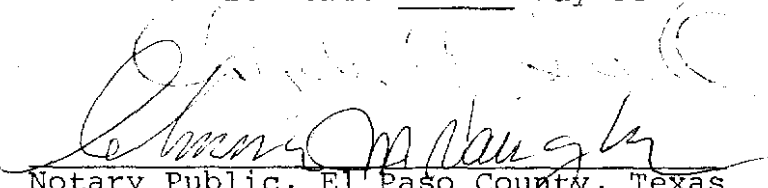
THE STATE OF TEXAS)  
 )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared James H. [illegible], Mayor of the City of El Paso, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that he had executed the same for the purposes and consideration and in the capacity therein expressed, and as the act and deed of the City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of June, 1979.

My Commission Expires:

4/30/80

  
Notary Public, El Paso County, Texas

ANGELA C. [illegible]  
[illegible]  
[illegible]

79-1378  
JUN 28 1979  
DEPARTMENT  
OF PLANNING

## RESOLUTION

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

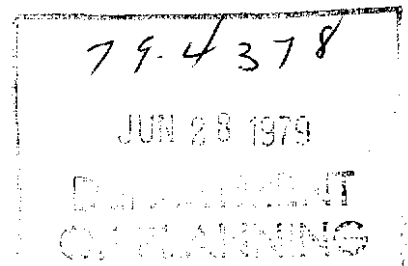
That the Mayor be authorized to sign a contract with CAROLINA PAPA, et al. placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No.

ADOPTED this 15 day of June, 1979.

ATTEST:

Mayor

City Clerk



TO

7-3-79  
DATE

ZONING SECTION

LAND PLANNING

MAPPING SECTION *Paul*

E.D.P. SECTION

ADVANCE SECTION

REPRODUCE:

RETURN TO: *hh*

By (Date):

FILED:

ORDINANCE NO:

*6618*

DATE:

*6-26-79*

CONTRACT:

*attached + res.*

CASE NO.:

*79-4378*

NOTES:

## **ATTACHMENT 9**

**(See following pages)**

CONTRACT

THIS CONTRACT, made this 29<sup>th</sup> day of MAY, 1984, by and between MITSUE WADDLE and JAMES B. WADDLE, JR. First Parties, and the CITY OF EL PASO, Second Party, witnesseth:

Application has been made to the City of El Paso for rezoning all of Lot 85, Los Ranchitos Subdivision, City and County of El Paso, Texas. To remove certain objections to such rezoning, First Party covenants that if the property is rezoned to C-1 (Commercial) District within the meaning of the zoning ordinance of the City of El Paso, it shall be subject to the following restrictions, conditions and covenants:

1. Sidewalks shall be placed in the City's right-of-way at 5500 Will Ruth Avenue. Said sidewalks shall be removed by First Parties upon request by the City in order to widen Will Ruth Avenue.
2. First Parties shall dedicate twenty (20) feet of right-of-way at that location.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Parties and their successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

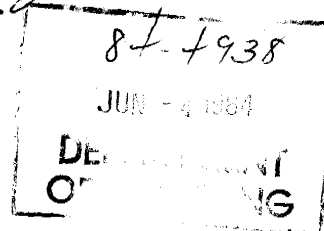
WITNESS THE FOLLOWING SIGNATURES AND SEAL:

FIRST PARTIES

Mitsue Waddle  
MITSUE WADDLE

James B. Waddle, Jr.  
JAMES B. WADDLE, JR.

Ord. 8055  
(5/22/84)



THE CITY OF EL PASO  
Second Party

By *[Signature]*  
MAYOR

ATTEST:

*[Signature]*  
City Clerk

APPROVED AS TO CONTENT:

*[Signature]*  
Planning, Research and  
Development

APPROVED AS TO FORM:

*[Signature]*  
Assistant City Attorney

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 4<sup>th</sup> day  
of June, 1984, by MITSUE WADDLE and JAMES B.  
WADDLE, JR.

*[Signature]*  
Notary Public, State of Texas

My Commission Expires:

3/23/85

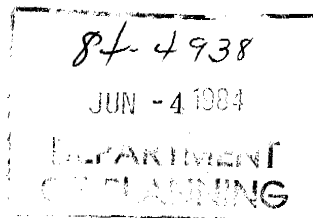
THE STATE OF TEXAS )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 29<sup>th</sup> day  
of MAY, 1984, by JONATHAN W. ROGERS, as Mayor  
of the City of El Paso.

*[Signature]*  
Notary Public, State of Texas

My Commission Expires:

10/21/89



Ord. 8055  
(5/22/84)



RESOLUTION

757-0944  
Mr. Waddle

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

That the Mayor be authorized to sign a contract with MITSUE WADDLE and JAMES B. WADDLE, JR. placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No. 8055.

ADOPTED this 29<sup>th</sup> day of MAY, 1984.

Jonathan W. Rye  
Mayor

ATTEST:

W. Riege  
City Clerk

APPROVED AS TO FORM:

Cherissa Cullen-Orney  
Assistant City Attorney

Ord. 8055  
(5/22/84)

84-4938  
JUN - 4 1984  
DEPARTMENT  
OF PLANNING

DEED

STATE OF TEXAS )  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS:

That JAMES B AND MITSUE WADDLE JR.

of the County of El Paso, State of Texas, hereinafter referred to  
as Grantors, whether one or more, for and in consideration of the sum of \_\_\_\_\_  
TEN DOLLARS AND NO/100 -----\$10.00

Dollars to Grantors in hand paid by the City of El Paso, receipt of which is hereby  
acknowledged, have granted, sold and conveyed and by these presents do grant, sell  
and convey unto the City of El Paso, the following described parcel of land situated  
in the County of El Paso, State of Texas:

Legal description of a parcel of land out of Lot 85, Los Ranchitos  
Subdivision, to be dedicated to the City of El Paso as additional right-  
of-way for Will Ruth Avenue.

From the intersection of the centerline of Will Ruth Avenue and Roanoke  
Street. Thence along the centerline of Roanoke, South 01°11'00" East,  
a distance of twenty seven and fifty hundredths (27.50) feet to the  
south right-of-way line extended of Will Ruth Avenue. Thence North  
88°49'00" East, along the extended south right-of-way line of Will Ruth  
Avenue, a distance of fifty and no hundredths (50.00) feet to the point  
of beginning.

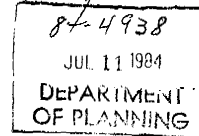
Thence North 88°49'00" East, along the south right-of-way line of Will  
Ruth Avenue, a distance of fifty and fifteen hundredths (50.15) feet.

Thence South 01°11'00" East, along the common lot line of Lots 84 and  
85, Los Ranchitos Subdivision, a distance of twenty and no hundredths  
(20.00) feet.

Thence South 88°49'00" West, a distance of fifty and fifteen hundredths  
(50.15) feet.

Thence along a curve to the left, an arc distance of thirty one and  
forty two hundredths (31.42) feet to a point on the east right-of-way  
line of Roanoke Street; said curve has a radius of twenty and no  
hundredths (20.00) feet, a central angle of 90°00'00", and a chord  
distance of twenty eight and twenty eight hundredths (28.28) feet  
bearing South 43°44'00" West.

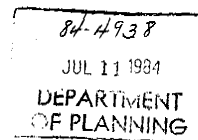
*Ord 8055 (5/22/84)  
Contract (5/29/84)*



Thence North  $01^{\circ}11'00''$  West, along the east right-of-way line of Ronoka Street, a distance of twenty and no hundredths (20.00) feet to a point for a curve.

Thence along a curve to the right an arc distance of thirty one and forty two hundredths (31.42) feet to a point on the south right-of-way line of Will Ruth Avenue, said point also being the point of beginning; said curve has a radius of twenty and no hundredths (20.00) feet, a central angle of  $90^{\circ}00'00''$ , and a chord distance of twenty eight and twenty eight hundredths (28.28) feet, bearing North  $43^{\circ}44'00''$  East.

Said parcel of land contains 1,402.36 square feet or 0.0322 acres, more or less.



TO HAVE AND TO HOLD the above-described premises, together with all and singular rights and appurtenances thereto in anywise belonging, unto the said City of El Paso and its assigns, forever. And the Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises unto the said City of El Paso and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the following signatures this 9th day of July, 19 84

James B. Waddle Jr.  
JAMES B. WADDLE JR.

Mitsue Waddle  
MITSUE WADDLE

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS )  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, \_\_\_\_\_, a notary public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name \_\_\_\_\_ subscribed to the foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Notary Public in and for \_\_\_\_\_  
County, Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS )  
COUNTY OF El Paso )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES B. WADDLE JR.

and MITSUE  
his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mitsue Waddle, wife of the said James B. Waddle Jr., having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mitsue Waddle acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expresses, and that she did not wish to retract it.

Given under my hand and seal of office this the 9th day of July, 19 84.

Chas. E. Marshall DEPARTMENT  
Notary Public in and for El Paso County, Texas

## WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

BEFORE ME, Refugia R. Marshall, a notary public in and for the said County and State, on this day personally appeared Mitsue Waddle, wife of James B. Waddle Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mitsue Waddle acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

19 84 Given under my hand and seal of office, this the 9th day of July.

Refugia R. Marshall  
Notary Public in and for El Paso  
County, Texas.

Parcel No. _____	DEED BY _____	This _____ day of _____ A.D. 19 _____	RECORDED	This _____ day of _____ A.D. 19 _____
County <u>El Paso</u>	TO _____	at _____ o'clock _____ M.	FILED FOR RECORD	in _____ County, _____
Account No. _____	JAMES B WADDLE JR. AND MITSUE WADDLE			Texas, Records of Deeds, _____
Between <u>RCM for Will Ruth Ave.</u>	THE CITY OF EL PASO			Book _____ Page _____
and _____				Clerk _____ Deputy _____

## ENDORSEMENTS

THE STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_ with its authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., in the Deed Records of said County, in volume \_\_\_\_\_ on page \_\_\_\_\_.

Witness my hand and the seal of the County Court of said County at office in \_\_\_\_\_, Texas, the day and year last above written.

84-4938  
JUL 11 1984  
DEPARTMENT  
OF PLANNING

Clerk of Court \_\_\_\_\_ County, Texas  
By \_\_\_\_\_ Deputy

## **ATTACHMENT 10**

**(See following pages)**

TO

DATE

ZONING SECTION

LAND PLANNING

MAPPING SECTION

E.D.P. SECTION

SPECIAL PERMIT/SITE DEVELOP. PLAN

MPO

REPRODUCE:

RETURN TO:

By (DATE):

ORDINANCE NO:

DATE:

CONTRACT:

CASE NO:

NOTES:

Also has a  
Contract

ORD. No. 3150  
Date of Introduction 7/31/84  
Date of ADOPTION 8-28-84  
City Clerk WWR

008150

AN ORDINANCE CHANGING THE ZONING OF  
LOTS 8-12, LOS RANCHITOS SUBDIVISION,  
THE PENALTY BEING AS PROVIDED  
IN SECTION 25-96 OF THE EL PASO  
CITY CODE

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

That the zoning of Lots 8-12, Los Ranchitos Subdivision, be  
changed to C-2 (Commercial) District within the meaning of the zoning  
ordinance and the zoning map of the City be revised accordingly.

PASSED AND APPROVED this 28<sup>th</sup> day of August,  
1984.

Jonathan W. Rogers  
Mayor

ATTEST:

WWR  
City Clerk

APPROVED AS TO FORM:

Cherisea Cullen-Garney  
Assistant City Attorney

APPROVED AS TO CONTENT:

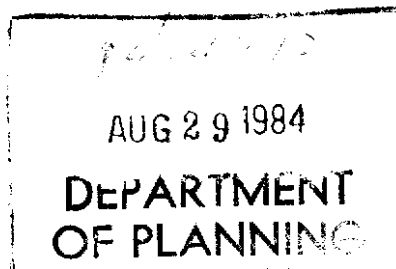
Paul Gonzales  
Planning, Research and  
Development

I CERTIFY THAT THE FOLLOWING ZONING MAPS  
HAVE BEEN REVISED: C.O.  
9-17-84 COUNTER  
8-31-84 ORIGINAL  
9-17-84 Bldg. Inspection  
9-17-84 CONTROL

I certify that the zoning map has been revised to  
reflect the amendment of ordinance #8150

By P. Gonzales Date 9-17-84

008150



CONTRACT DATED (9-7-84)



D E E D

STATE OF TEXAS            )  
                                  )  
COUNTY OF EL PASO        )

KNOW ALL MEN BY THESE PRESENTS:

That AMERICAN CAMPING AND OUTING INDUSTRIES, INC.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

of the County of EL PASO, State of Texas, hereinafter referred to  
as Grantors, whether one or more, for and in consideration of the sum of \_\_\_\_\_  
TEN DOLLARS AND NO/100 ----- \$10.00

Dollars to Grantors in hand paid by the City of El Paso, receipt of which is hereby  
acknowledged, have granted, sold and conveyed and by these presents do grant, sell  
and convey unto the City of El Paso, the following described parcel of land situated  
in the County of EL PASO, State of Texas:

A portion of Block 81, Township 1 Sections 1 and 2, Block 81, Texas and Pacific  
Railroad Survey and being more particularly described as follows:

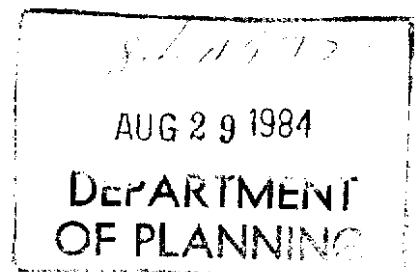
Commencing at a survey corner common to Sections 37 and 38, Block 81, Township  
1 and Sections 1 and 2, Block 81, Township 2, Texas and Pacific Railway Surveys,  
thence North 88° 49' 00" East along a line common to Section 38- Block 81, Township  
1 and Section 1, Block 81, Township 2, a distance of one thousand six hundred fourteen  
and twenty seven hundredths (1614.27) feet to the easterly right of way line of  
Dyer Street (U. S. Highway No. 54), thence North 29° 23' 00" East along the easterly  
right of way line of Dyer Street (U. S. Highway No. 54) a distance of five hundred  
seventy four and ninety six hundredths (574.96) feet to the south right of way line  
of Will Ruth Road, thence North 88° 49' 00" East along the south right of way line of  
Will Ruth Road, a distance of five hundred sixty seven and twenty one hundredths  
(567.21) feet to the true point of beginning of this parcel of land;

Thence North 88° 49' 00" East along a line common to Lots 8 to 12, Los Ranchitos  
Subdivision, a distance of fifteen and zero hundredths (15.00) feet,

Thence South 88° 49' 00" West, a distance of two hundred seventy five and zero  
hundredths (275.00) feet to the west line of Lot 8,

Thence North 01° 11' 00" West along the west line of Lot 8, Los Ranchitos Subdivision  
a distance of fifteen and zero hundredths (15.00) feet to the point of beginning,

Said parcel of land contains 4125 square feet or 0.0947 acres of land more or less.



TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said City of El Paso and its assigns, forever. And the Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises unto the said City of El Paso and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the following signatures this 27<sup>th</sup> day of August, 19 84

AMERICAN CAMPING AND OUTING INDUSTRIES INC.

BY:

Walter G. Denmann, III  
President

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS           )  
  )  
COUNTY OF \_\_\_\_\_)

BEFORE ME, \_\_\_\_\_, a notary public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for \_\_\_\_\_  
\_\_\_\_\_, County, Texas

CORPORATION ACKNOWLEDGEMENT

STATE OF TEXAS           )  
  )  
COUNTY OF EL PASO       )

This instrument was acknowledged before me on August 27, 1984 by WALTER G. DENMANN, III, President, American Camping and Outing Industries, Inc. a corporation on behalf of said corporation.

AUG 29 1984

DEPARTMENT  
OF PLANNING

William L. Riegg  
My Commission expires on: 3-23-85

THE STATE OF TEXAS )  
 )  
COUNTY OF \_\_\_\_\_ )

Given under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_,

Parcel No. \_\_\_\_\_

County EL PASO

Account No. \_\_\_\_\_

Between ROW FOR Will Ruth Road

and \_\_\_\_\_

DEED  
BY

AMERICAN CAMPING AND OUTING INDUSTRIES INC.

TO  
THE CITY OF EL PASO

FILED FOR RECORD

This \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

RECORDED

This \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_  
in \_\_\_\_\_ County,  
Texas, Records of Deeds,  
Book \_\_\_\_\_ Page \_\_\_\_\_

Clerk. \_\_\_\_\_  
Deputy. \_\_\_\_\_

THE STATE OF TEXAS                   )  
   )  
COUNTY OF                               )

AUG 29 1984  
 DEPARTMENT  
 OF PLANNING

565

CONTRACT

THIS CONTRACT, made this 7th day of SEPTEMBER, 1984, by and between AMERICAN CAMPING & OUTING INDUSTRIES, INC., First Party, and the CITY OF EL PASO, Second Party, witnesseth:

Application has been made to the City of El Paso for rezoning Lots 8-12, Los Ranchitos Subdivision, City and County of El Paso, Texas. To remove certain objections to such rezoning, First Party covenants that if the property is rezoned to C-2 (Commercial) District, no pool halls, no pornographic shops, no video arcades, no automotive repair shops, and no bars shall be allowed on the property.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Party and its successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

AMERICAN CAMPING & OUTING  
INDUSTRIES, INC.  
First Party

By Wally H. Remmanet  
Title President

ATTEST: ra  
Secretary

THE CITY OF EL PASO  
Second Party

By [Signature]  
Mayor

ATTEST: [Signature]  
City Clerk

APPROVED AS TO CONTENT:

Planning, Research and  
Development

ORD #8150

APPROVED AS TO FORM:

[Signature]  
Assistant City Attorney

SEP 12 1984

DEPARTMENT  
OF PLANNING 566

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 7<sup>th</sup> day  
of SEPTEMBER, 1984, by WALTER G. DENIMAN, III,  
representative for AMERICAN CAMPING & OUTING INDUSTRIES, INC.

William E. Henshaw  
Notary Public, State of Texas

My Commission Expires:

FEB. 24, 1987

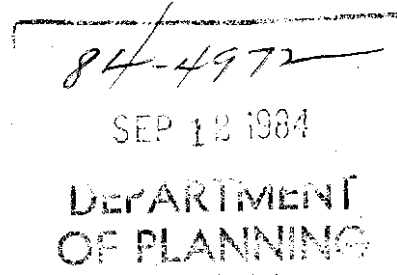
THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 11<sup>th</sup> day  
of September, 1984, by JONATHAN W. ROGERS, as Mayor  
of the City of El Paso.

Floria Donyaley  
Notary Public, State of Texas

My Commission Expires:

10/21/87



RESOLUTION

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

That the Mayor be authorized to sign a contract with AMERICAN CAMPING & OUTING INDUSTRIES, INC. placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No. 3728.

ADOPTED this 11<sup>th</sup> day of SEPTEMBER, 1984.

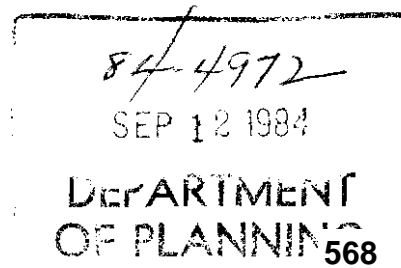
*Jonathan W. Rogers*  
Mayor

ATTEST:

*L. H. Rogers*  
City Clerk

APPROVED AS TO FORM:

*W. L. G. Rogers*  
Assistant City Attorney



## D E E D

STATE OF TEXAS )  
 )  
 COUNTY OF EL PASO )

KNOW ALL MEN BY THESE PRESENTS:

That AMERICAN CAMPING AND OUTING INDUSTRIES, INC.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

of the County of EL PASO, State of Texas, hereinafter referred to  
 as Grantors, whether one or more, for and in consideration of the sum of \_\_\_\_\_  
 TEN DOLLARS AND NO/100 ----- \$10.00

Dollars to Grantors in hand paid by the City of El Paso, receipt of which is hereby  
 acknowledged, have granted, sold and conveyed and by these presents do grant, sell  
 and convey unto the City of El Paso, the following described parcel of land situated  
 in the County of EL PASO, State of Texas:

A portion of Block 81, Township 1 Sections 1 and 2, Block 81, Texas and Pacific  
 Railroad Survey and being more particularly described as follows:

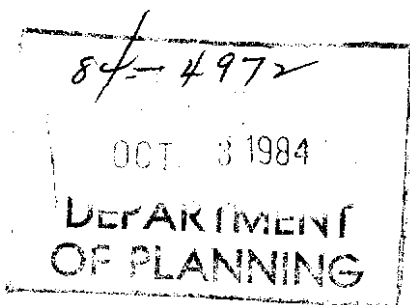
Commencing at a survey corner common to Sections 37 and 38, Block 81, Township  
 1 and Sections 1 and 2, Block 81, Township 2, Texas and Pacific Railway Surveys,  
 thence North 88° 49' 00" East along a line common to Section 38- Block 81, Township  
 1 and Section 1, Block 81, Township 2, a distance of one thousand six hundred fourteen  
 and twenty seven hundredths (1614.27) feet to the easterly right of way line of  
 Dyer Street (U. S. Highway No. 54), thence North 29° 23' 00" East along the easterly  
 right of way line of Dyer Street (U. S. Highway No. 54) a distance of five hundred  
 seventy four and ninety six hundredths (574.96) feet to the south right of way line  
 of Will Ruth Road, thence North 88° 49' 00" East along the south right of way line of  
 Will Ruth Road, a distance of five hundred sixty seven and twenty one hundredths  
 (567.21) feet to the true point of beginning of this parcel of land;

Thence North 88° 49' 00" East along a line common to Lots 8 to 12, Los Ranchitos  
 Subdivision, a distance of fifteen and zero hundredths (15.00) feet,

Thence South 88° 49' 00" West, a distance of two hundred seventy five and zero  
 hundredths (275.00) feet to the west line of Lot 8,

Thence North 01° 11' 00" West along the west line of Lot 8, Los Ranchitos Subdivision  
 a distance of fifteen and zero hundredths (15.00) feet to the point of beginning,

Said parcel of land contains 4125 square feet or 0.0947 acres of land more or less.



Ord # 8150  
 (8/28/84)  
 Deed (8/27/84)  
 Contract (9/7/84)

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS )  
 )  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, \_\_\_\_\_, a notary public in and  
for the said County and State, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_, wife of \_\_\_\_\_  
known to me to be the person whose name is subscribed to the foregoing instrument,  
and having been examined by me privily and apart from her husband, and having the  
same fully explained to her, she, the said \_\_\_\_\_,  
acknowledged such instrument to be her act and deed, and declared that she had will-  
ingly signed the same for the purposes and consideration therein expressed, and that  
she did not wish to retract it.

Given under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

Notary Public in and for \_\_\_\_\_  
County, Texas.

Parcel No. 66860  
County EL PASO  
Account No. 111110 13 31  
Between ROW FOR Will Ruth Road and \_\_\_\_\_

DEED FILED COUNTY OF EL PASO  
BY \_\_\_\_\_  
AMERICAN CAMPING AND OUTING INDUSTRIES INC.  
AUG 30 1934

TO THE CITY OF EL PASO  
FILED FOR RECORD EL PASO County, Texas

This \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

RECORDED

This \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_  
in \_\_\_\_\_ County,  
Texas, Records of Deeds,  
Book \_\_\_\_\_ Page \_\_\_\_\_

Clerk.

Deputy.

ENDORSEMENTS

THE STATE OF TEXAS )  
 )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, Clerk of the County Court of said County,  
do hereby certify that the foregoing instrument of writing dated the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, A.D., 19\_\_\_\_ with its authentication was filed for record in my  
office on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_ at \_\_\_\_\_ o'clock  
\_\_\_\_\_ M., in the Deed Records of said County, in volume \_\_\_\_\_ on page \_\_\_\_\_.  
Witness my hand and the seal of the County Court of said County at office in  
\_\_\_\_\_, Texas, the day and year last above written.

Clerk of Court \_\_\_\_\_ County, Texas  
By \_\_\_\_\_, Deputy



# **ATTACHMENT 11**

**(See following pages)**

RESOLUTION GRANTING SPECIAL PERMIT 82-9  
FOR TRACTS 27 AND 28, LOS RANCHITOS SUB-  
DIVISION, PURSUANT TO SECTION 25-83 (ZONING)  
OF THE EL PASO CITY CODE

WHEREAS, Primitive Baptist Church of El Paso has applied  
for a special permit under Section 25-83 (Zoning) of the El Paso  
City Code to allow a church on a site less than three acres, and

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

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

That the City Council hereby grants a special permit under  
Section 25-83 of the El Paso City Code to allow a church on the  
property located on Tracts 27 and 28, Los Ranchitos Subdivision,  
City of El Paso, El Paso County, Texas.

The City Council finds said property to be in an R-4 (Residential  
District and that churches on a site less than three acres are uses  
authorized by special permit in R-4 districts under Section  
25-22.5(11) of the El Paso City Code.

This permit is issued subject to the development standards in  
the R-4 district regulations and subject to the development being  
built in accordance with the approved site development plan.

This permit shall automatically terminate if any of said condi-  
tions are not complied with and construction shall stop or occupancy  
shall be discontinued until any such violation ceases.

ADOPTED this 1st day of June, 1982.

ATTEST:

W. R. [Signature]  
City Clerk

[Signature]  
Mayor

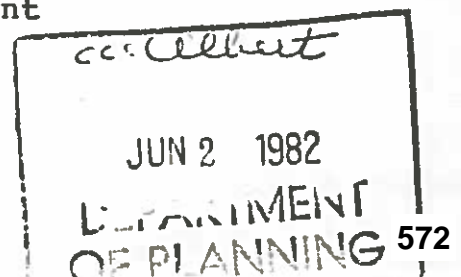
APPROVED AS TO FORM:

[Signature]  
Assistant City Attorney

APPROVED AS TO CONTENT:

[Signature]  
Planning Department

SP/82-9



R.4 Zoned

= 12,207.00<sup>+</sup>  
= 0.280 Acres.

THREADGILL STREET ~

$$\frac{P_{\text{LOT}} P_{\text{AIR}}}{I'' = 20'}$$

9 Mar. 82

SP-82-9

## **ATTACHMENT 12**

**(See following pages)**

ORDINANCE NO. 012205

ORDINANCE GRANTING SPECIAL PERMIT NO.  
SP94-23, TO ALLOW FOR A CHURCH ON A SITE LESS  
THAN THREE ACRES ON TRACTS 22, 23, 24 & 51, LOS  
RANCHITOS. PURSUANT TO SECTION 20.14.040  
(ZONING) OF THE EL PASO MUNICIPAL CODE.

WHEREAS, CENTRO PENTECOSTES "CARISMA" has applied for a Special Permit under Section 20.14.040 of the El Paso Municipal Code, to allow for a CHURCH ON A SITE LESS THAN THREE ACRES, and;

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

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

1. That the property described as follows is in a(n) R-4 District:  
TRACTS 22, 23, 24 & 51, LOS RANCHITOS, City and County of El Paso, Texas, as more particularly described in the attached and incorporated Exhibit "A", and municipally known and numbered as 5505 THREADGILL AVENUE & 5508 RANCHITO ROAD; and
2. That CHURCHES ON A SITE LESS THAN THREE ACRES are authorized by Special Permit in R-4 districts under Section 20.14.040 of the El Paso Municipal Code; and

3. That the requirements for A CHURCH ON A SITE LESS THAN THREE ACRES under Section 20.14.040 have been satisfied; and

4. That the City Council hereby grants a Special Permit under Section 20.14.040 of the El Paso Municipal Code, to allow a CHURCH ON A SITE LESS THAN THREE ACRES on the above-described property; and

5. That this Special Permit is issued subject to the development standards in the R-4 district regulations and subject to the approved Site Development Plan, signed by the Applicant, the Mayor and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and

6. That the Applicant is required to comply with the following additional requirements:

a. Provide and designate a minimum of two accessible parking spaces, one of which shall be designated van-accessible.

b. Pave all designated parking areas on this property.

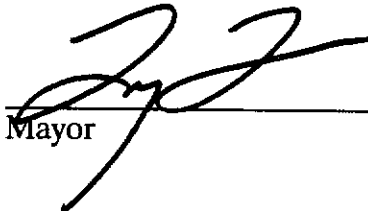
7. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued; and

8. That if the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. SP94-23 shall automatically terminate, and

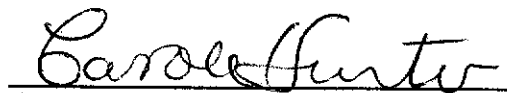
construction shall stop or occupancy shall be discontinued, until any such violation ceases.

ADOPTED this 20<sup>th</sup> day of December, 1994.


THE CITY OF EL PASO

  
\_\_\_\_\_  
Mayor

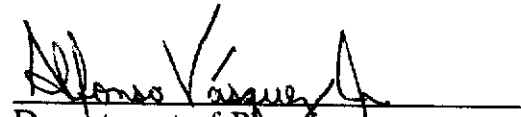
ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kimberley Mickelson,  
Assistant City Attorney

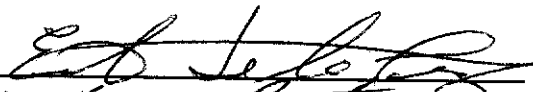
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Department of Planning

AGREEMENT

CENTRO PENTECOSTES "CARISMA", the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Site Development Plan and in accordance with the standards identified in the R-4 District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 15 day of Nov, 1994.

By:   
\_\_\_\_\_  
Title: Rev - Pastor

ACKNOWLEDGMENT

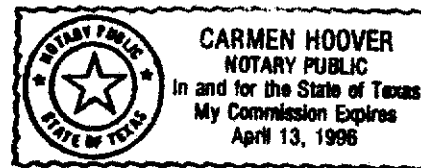
THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

This instrument is acknowledged before me on this 15<sup>th</sup> day of November, 1994, by Ernesto Dela Cruz as Pastor, on behalf of CENTRO PENTECOSTES "CARISMA", as Applicant.

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

My Commission Expires:

SPECIAL PERMIT #SP94-23





SP-94-23



Legislation Text

---

File #: 22-1039, 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, Luis Zamora, (915) 212-1552

**AGENDA LANGUAGE:**

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

An Ordinance changing the zoning of Lot 1, Block 1, Shadow Mountain Unit 2, City of El Paso, El Paso County, Texas from C-1 (Commercial) to G-MU (General Mixed Use) and approving a Master Zoning Plan, and amending the Master Zoning Plan approved on July 19, 2016, by Ordinance No. 18541 for the rezoning to G-MU (General Mixed Use) of Lot 1, Block 1, Shadow Mountain, 201 Shadow Mountain Drive, 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 rezoning and master zoning plan amendment 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: 201 Shadow Mountain Dr.

Applicant: Meyers Group, Oswaldo Hernandez, PZRZ22-00007

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

**AGENDA DATE:** August 16, 2022  
**PUBLIC HEARING DATE:** September 13, 2022

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Luis Zamora, (915) 212-1552

**DISTRICT(S) AFFECTED:** District 8

**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 Lot 1, Block 1, Shadow Mountain Unit 2, City of El Paso, El Paso County, Texas from C-1 (Commercial) to G-MU (General Mixed Use) and approving a Master Zoning Plan, and amending the Master Zoning Plan approved on July 19, 2016, by Ordinance No. 18541 for the rezoning to G-MU (General Mixed Use) of Lot 1, Block 1, Shadow Mountain, 201 Shadow Mountain Drive, 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 rezoning and master zoning plan amendment 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: 201 Shadow Mountain Dr.  
Applicant: Meyers Group, Oswaldo Hernandez, PZRZ22-00007

**BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone and a master zoning plan amendment to allow mixed use development. City Plan Commission recommended unanimously 6-0 to approve the proposed rezoning and master zoning plan amendment on July 14, 2022. As of August 9, 2022, the Planning Division has received one (1) letter of opposition to the rezoning request with the same person providing public comment at the City Plan Commission hearing. 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:** Kevin Smith for Philip Etiwe

---

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE CHANGING THE ZONING OF LOT 1, BLOCK 1, SHADOW MOUNTAIN UNIT 2, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-1 (COMMERCIAL) TO G-MU (GENERAL MIXED USE) AND APPROVING A MASTER ZONING PLAN, AND AMENDING THE MASTER ZONING PLAN APPROVED ON JULY 19, 2016, BY ORDINANCE NO. 18541 FOR THE REZONING TO G-MU (GENERAL MIXED USE) OF LOT 1, BLOCK 1, SHADOW MOUNTAIN, 201 SHADOW MOUNTAIN DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

**WHEREAS**, on July 19, 2016, the City Council approved Ordinance No. 18541, which rezoned approximately 4.17 acres to G-MU (General Mixed Use); and,

**WHEREAS**, as part of approving the rezoning of the land to G-MU (General Mixed Use), a Master Zoning Plan was submitted and approved in accordance with the city code; and,

**WHEREAS**, the property owner wishes to make a major amendment to the Master Zoning Plan approved on July 19, 2016; and,

**WHEREAS**, the city code requires that major amendments to approved Master Zoning Plans must follow the same procedural and notice requirements required for the initial approval of the Master Zoning Plan;

**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 *Lot 1, Block 1, Shadow Mountain Unit 2, City of El Paso, El Paso County, Texas*, be changed from **C-1 (Commercial)** to **G-MU (General Mixed Use)** and approving a Master Zoning Plan, as defined in Section 20.04.200, such land uses allowed as being reflected in the Master Zoning Plan attached as Exhibit “A” and the Master Zoning Report attached as Exhibit “B” incorporated herein for all purposes, and that the Master Zoning Plan previously approved by Ordinance No. 18541 on July 19, 2016 for property legally described as Lot 1, Block 1, Shadow Mountain, 201 Shadow Mountain Drive, City of El Paso, El Paso County, Texas be amended as reflected by Master Zoning Plan in Exhibit “A” which is incorporated herein for all purposes, and that the zoning map of the City of El Paso be revised accordingly.

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

*(Signatures Begin on Following Page)*

**ORDINANCE NO.** \_\_\_\_\_

**PZRZ22-00007**

22-1007-2938|1189035  
PZRZ22-00007 201 Shadow Mountain | Ordinance  
RTA

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.


**THE CITY OF EL PASO:**

**ATTEST:**

\_\_\_\_\_  
Oscar Leeson  
Mayor

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

 for  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department

**ORDINANCE NO.** \_\_\_\_\_

22-1007-2938|1189035  
PZRZ22-00007 201 Shadow Mountain | Ordinance  
RTA

**PZRZ22-00007**





Required Documentation List

- a. Legal Description:  
BLK 1 SHADOW MOUNTAIN LOT 1 & BLK 1 SHADOW MOUNTAIN #2 LOT 1.

- b. Location and arrangement of structures: As shown on plan.

- c. Size and use of Structures:

SIZE AND USE OF STRUCTURES									
	1st. FLR.	2nd. FLR.	3rd. FLR.	4th. FLR.	5th. FLR.	6th. FLR.	7th. FLR.	8th. FLR.	TOTAL
BUILDING (A)	10,745	11,637	11,637	11,637					45,656
BUILDING (A1)	13,376	17,345	17,345	17,345					65,411
BUILDING (B)	14,272	14,272	14,272	14,272					57,088
BUILDING (C)	16,005	16,005	16,005	16,005					64,020
BUILDING (D)	16,384	16,384	16,384						49,152
RETAIL	2,559								2,559
RESTAURANT	7,108								7,108
PARKING GARAGE (E)	28,900	28,900	37,557	37,557	37,557	5,718	22,685		198,874
STAIRS	2,160								2,160
ELEVATORS	500								500
GARBAGE	1,103								1,103
BLDG. FOOTPRINT	96,728								
TOTAL CONSTRUCTION									493,631 SQ. FT.

MULTIFAMILY UNIT COUNT				
	1-BEDROOM	2-BEDROOM	3-BEDROOM	TOTAL
BUILDING A	35	12		47
BUILDING A1	33	29		62
BUILDING B	32	20	4	56
BUILDING C	37	27		64
BUILDING D	28	36		64
TOTAL	165	124	4	293

- d. Lot lines with dimensions of areas:  
See distances on plan: 200,915 sq. ft. +/-

- e. Required yards and setbacks: None.

- f. Landscape: 65,817 sq. ft. = 32.8% of property.

- g. Open spaces: As shown on plan.

LANDSCAPING		
	MINIMUM SQ. FT.	ACTUAL SQ. FT.
OPEN SPACES	15,430 SQ.FT. = 15%	65,817 SQ.FT. = 32.8%

200,915 sq.ft (Lot Area) - 96,728 sq.ft.(Bldg. Footprint)= 104,187 sq.ft. X 0.15= 15,628 sq.ft.

- h. Curb cuts and driveways: As shown on plan

- i. Pedestrian ways and sidewalks: As shown on plan.

- j. Parking Calculation Table:  
On-Site Parking: 525 Garage + 35 Surface = 560

PARKING REQUIREMENT- RESIDENTIAL				
APARTMENT UNIT	COUNT	SPACE PER UNIT	REQUIRED SPACES	PROVIDED SPACES
1 BEDROOM	165	1.5	248	
2 BEDROOM	124	2	248	
3 BEDROOM	4	2	8	
TOTAL	297		504	504

PARKING REQUIREMENT- COMMERCIAL (AUTOMOBILE & LIGHT TRUCK)							
OCCUPANCY	AREA	MIN. 1/GFA	MIN. REQ.	MAX. 1/GFA	MAX. REQ.	PROVIDED	
RESTAURANT	7,108	1/144	49	1/100	71	49	
LOW-VOLUME RETAIL	2,569	1/360	7	1/250	10	7	
TOTAL			56		81	56	

PARKING SPACES MIN. REQUIRED:	560	PARKING SPACES PROVIDED:	560
ON-STREET PARKING:	N/A	PARKING REDUCTION:	0
MIN. ACCESSIBLE PARKING SPACES:		2% OF 560=	11 SPACES
MIN. VAN ACCESSIBLE PARKING SPACES:		1/6 OF 11=	2 SPACES

PARKING SPACES ON SITE	TOTAL LAND	TOTAL CONSTRUCTION
504 + 56= 560	200,915 SQ.FT.	493,631 SQ.FT.
FAR 96,728 SF. / 200,915 SF= 0.48		

PARKING REQUIREMENT (HEAVY TRUCK TRAILER)			
OCCUPANCY	AREA	GFA	REQUIRED
RESIDENTIAL	285,281	NONE	0
COMMERCIAL	9,677	1/50,000	0

BICYCLE PARKING SPACES			
REQUIRED PARKING	5% OF REQ. BICYCLE SPACES REQ.	BICYCLE SPACES PROV.	
TOTAL 560	28	30	

- k. On-Site Parking areas, loading/ unloading berths where applicable, number and size of on-site parking spaces: As shown on plan and matrix .

- l. Storm Water Drainage: Underground as shown on plan.

- m. Retaining Walls: As shown on plan.

- n. Screening Walls, Fences: as shown on plan.

- o. Utility rights-of-way, easements: as shown on plan.

- p. Architectural design of buildings:  
Exterior elevations as referenced on plan (Sheets A02 & A03).

- q. Trash dumpsters receptacles: as shown on plan.



06-13-2022



PLANNING & INSPECTIONS DEPARTMENT  
PLANNING DIVISION  
MAJOR MZP AMENDMENT  
APPROVED BY CITY COUNCIL

DATE

APPLICANT

EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

STORM WATER LEGEND

- ← STORM WATER RUNOFF FLOW ARROW  
□ STORM INLET

STORM DRAINAGE NOTE: THE DIFFERENCE BETWEEN THE DEVELOPED AND UNDEVELOPED RUNOFF WILL BE RETAINED ON SITE VIA UNDERGROUND RETENTION SYSTEMS.

TRACT 15A  
A.P. MILLER SURVEY NO 214  
135 SHADOW MOUNTAIN  
PID NO. XG14899004635

1 MASTER ZONING PLAN  
1" = 30'-0"



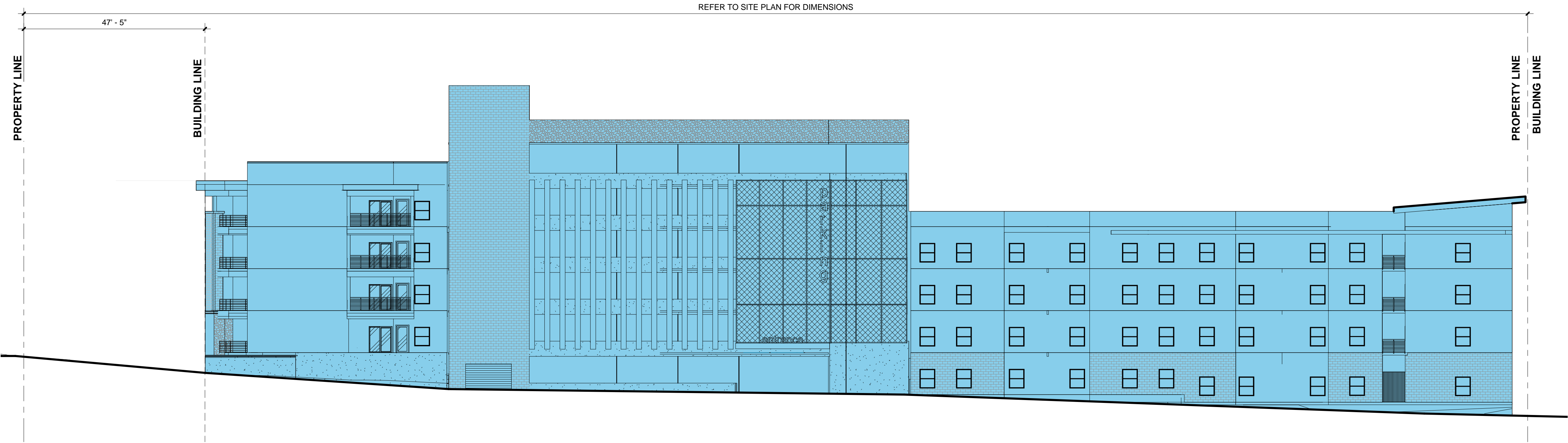


① EAST ELEVATION- SHADOW MOUNTAIN  
1/16" = 1'-0"

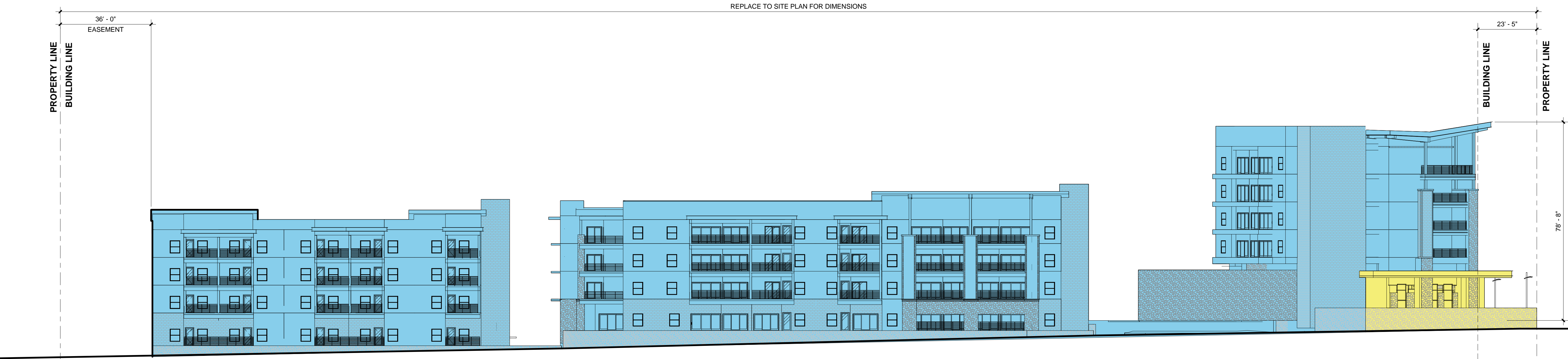


② NORTH ELEVATION- PEBBLE BEACH  
1/16" = 1'-0"



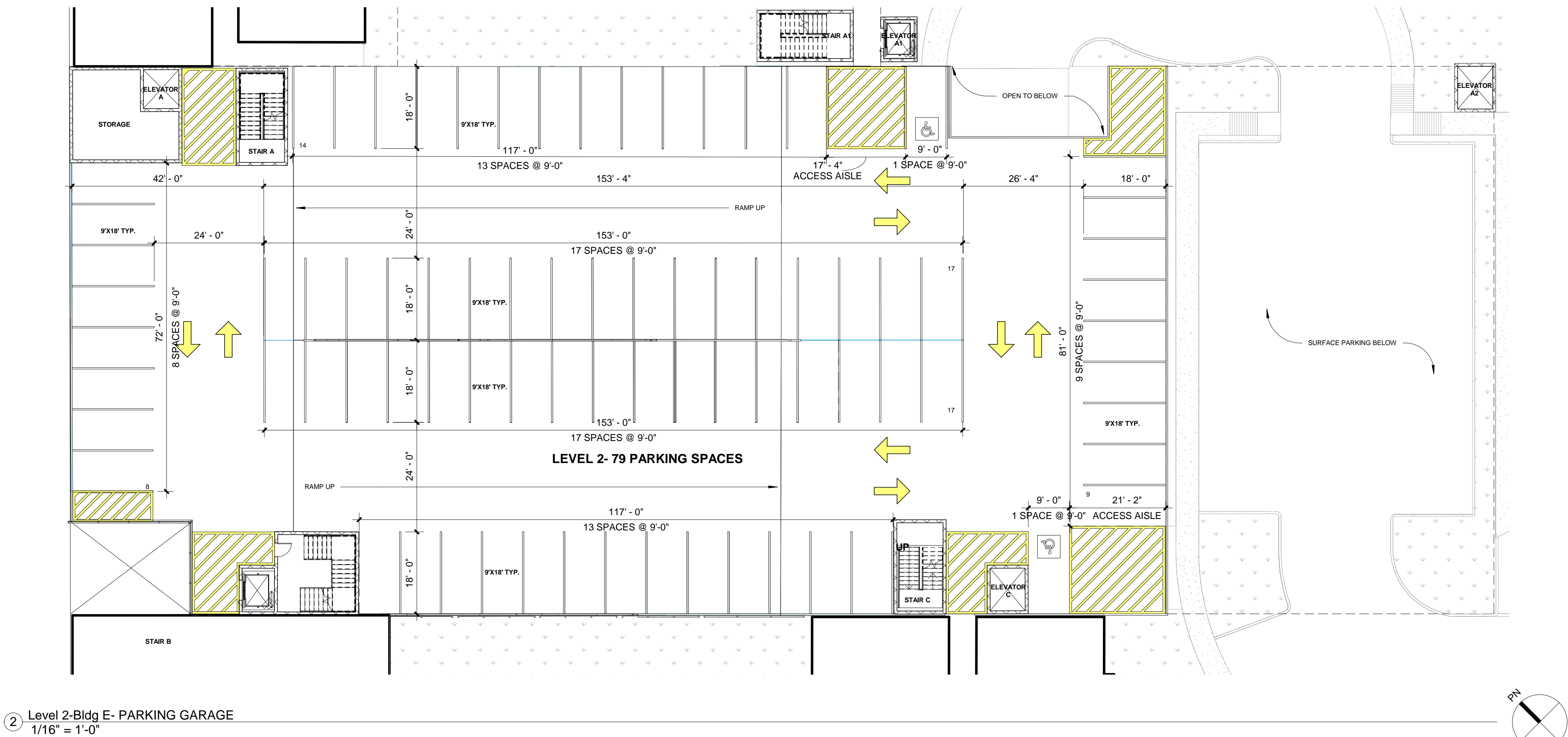
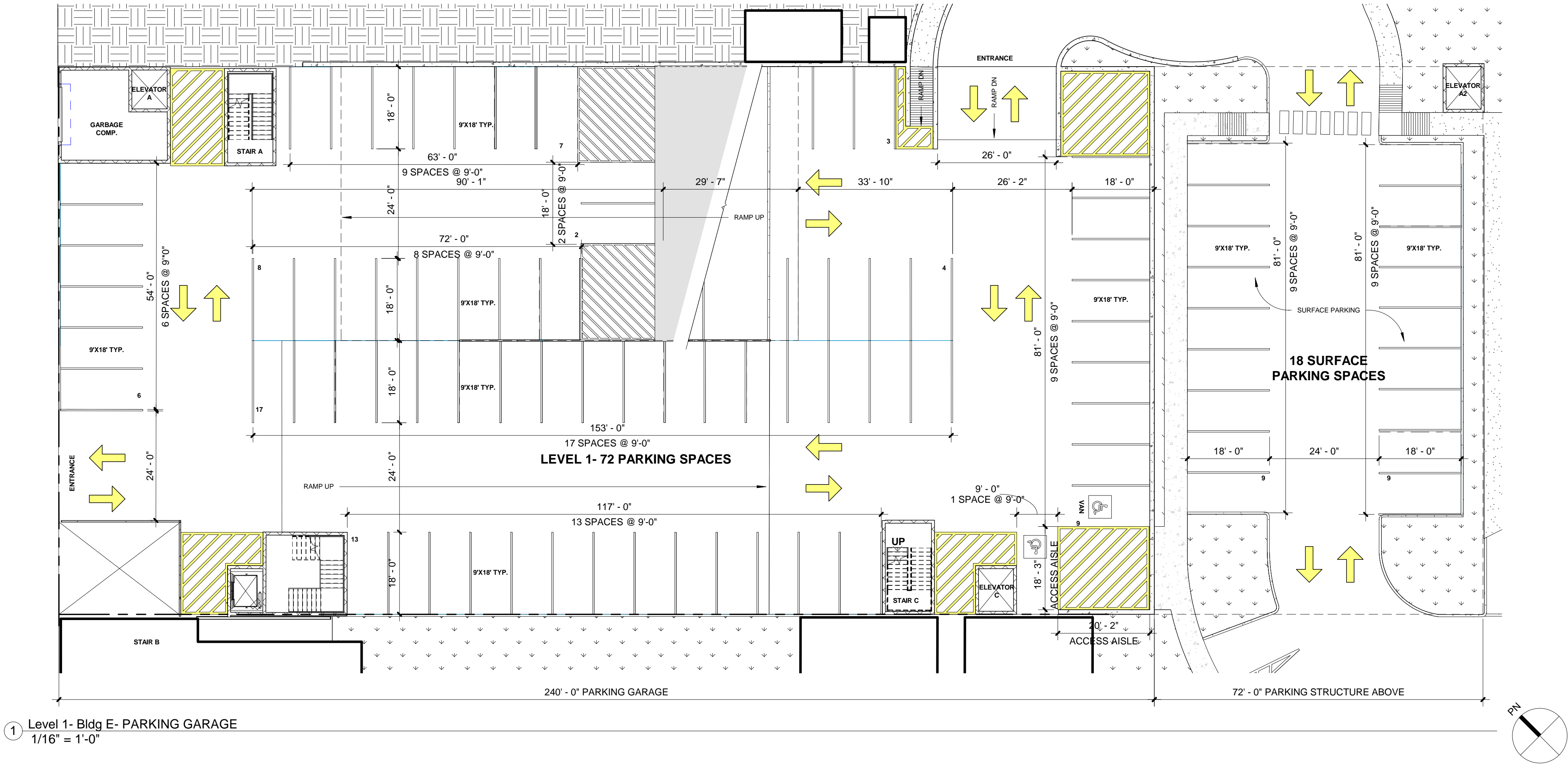


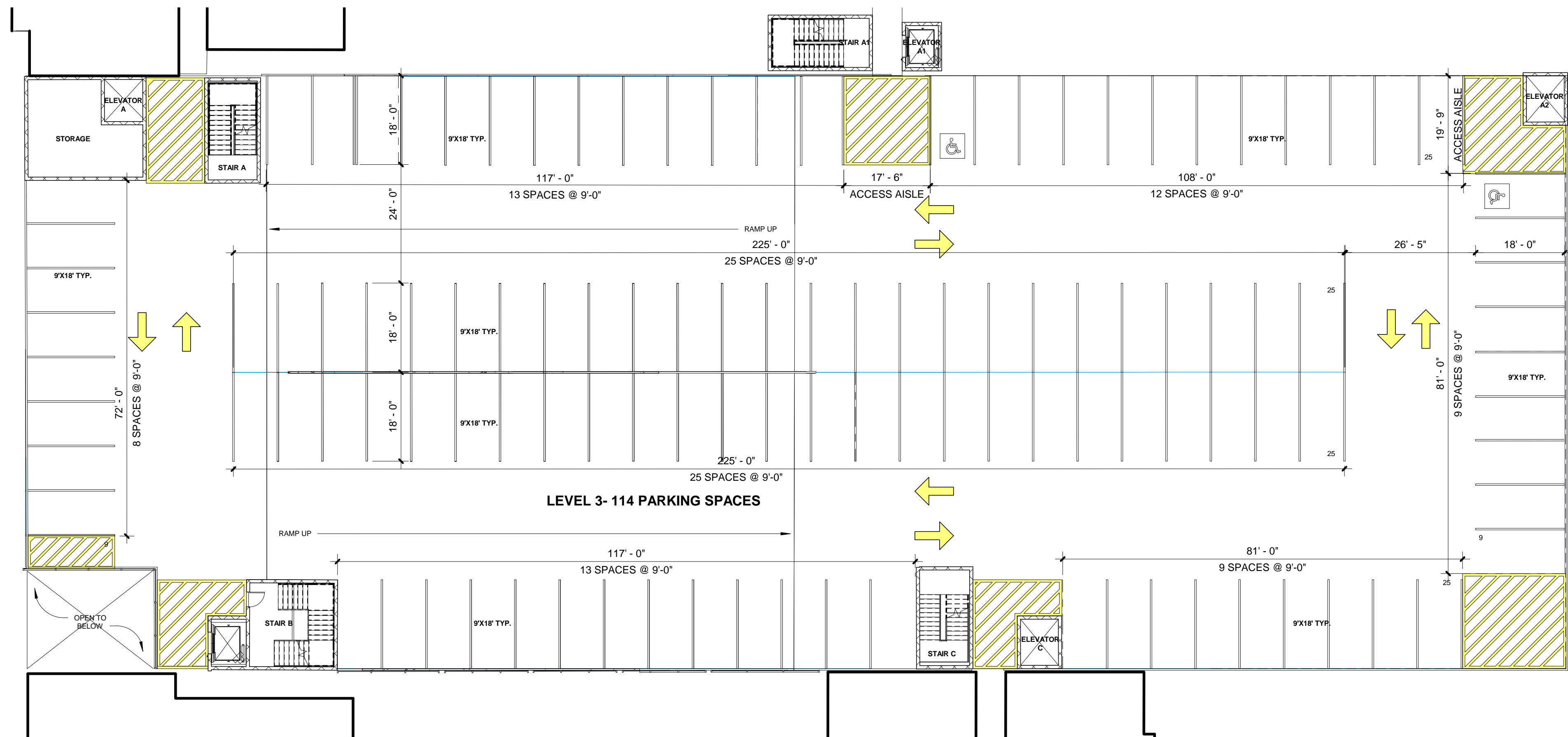
① WEST ELEVATION  
1/16" = 1'-0"



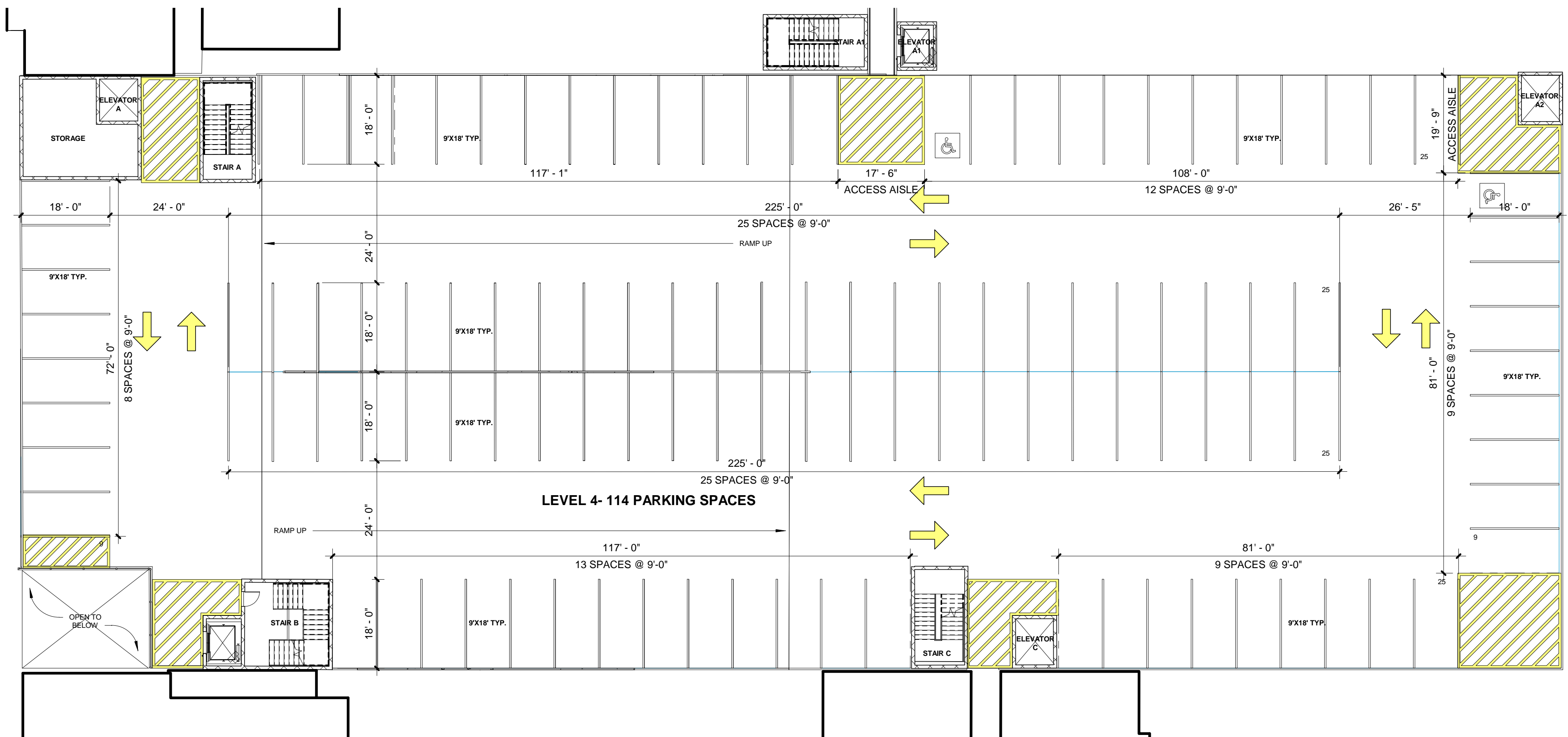
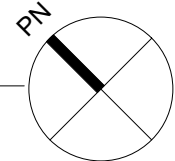
② SOUTH ELEVATION  
1" = 20'-0"



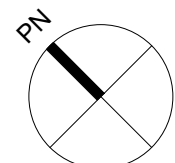




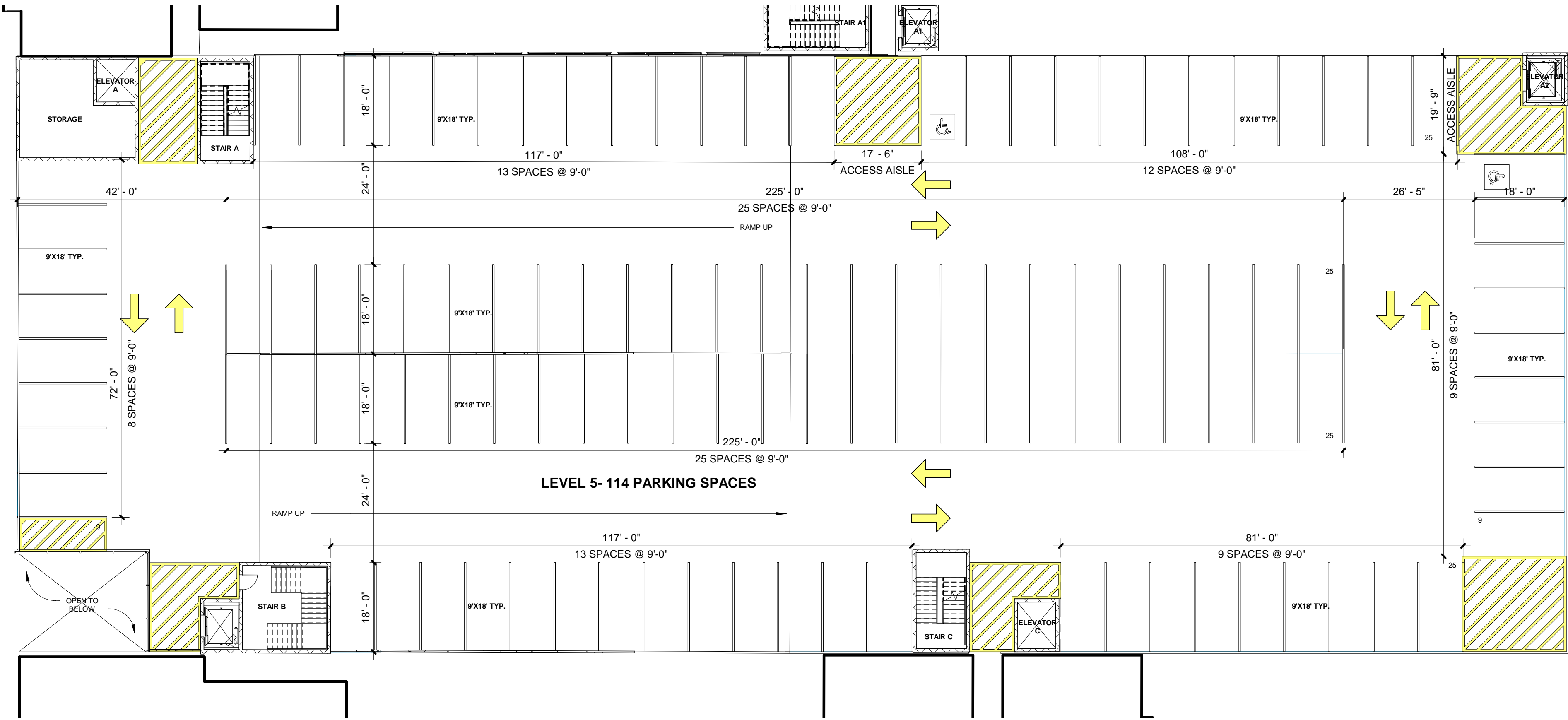
① Level 3- Bldg E- PARKING GARAGE  
1/16" = 1'-0"



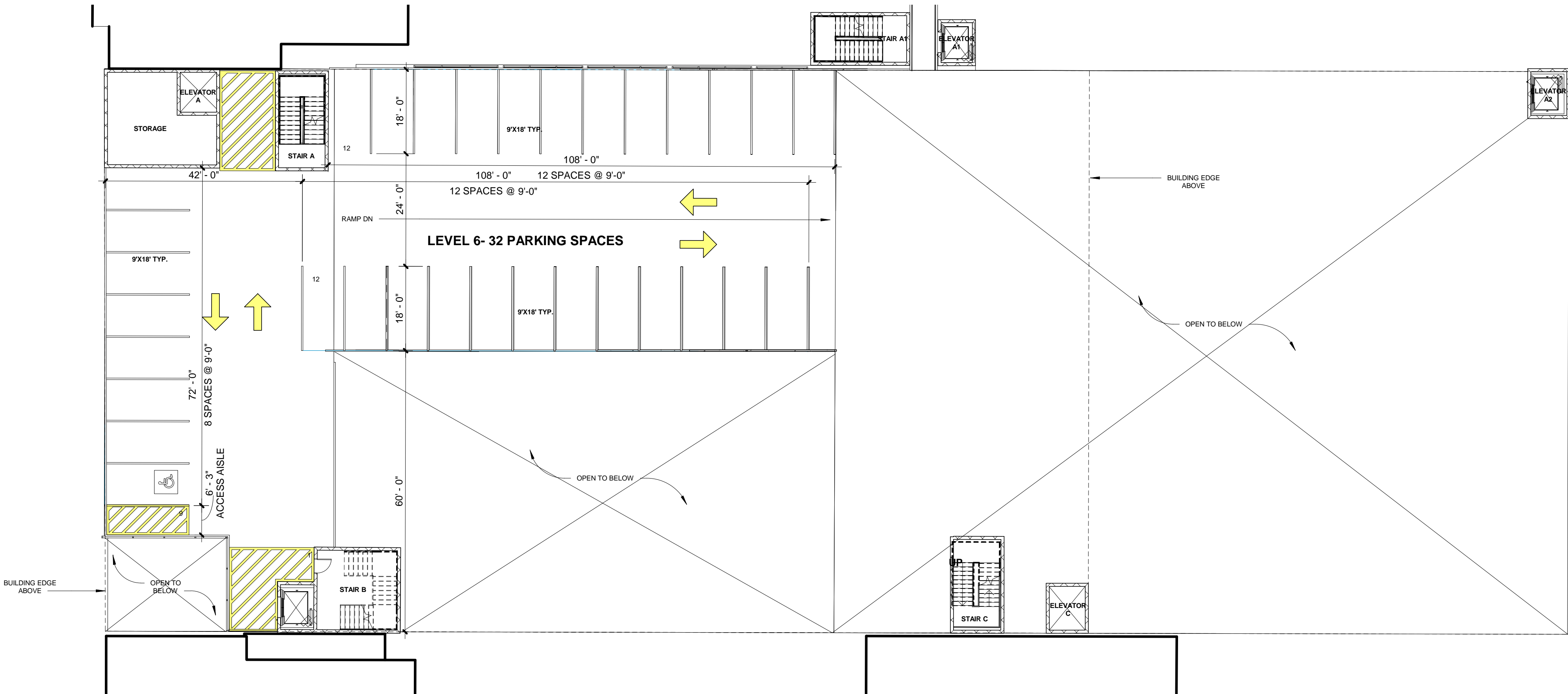
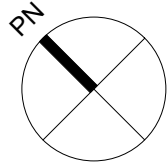
② Level 4- Bldg E- PARKING GARAGE  
1/16" = 1'-0"



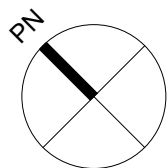


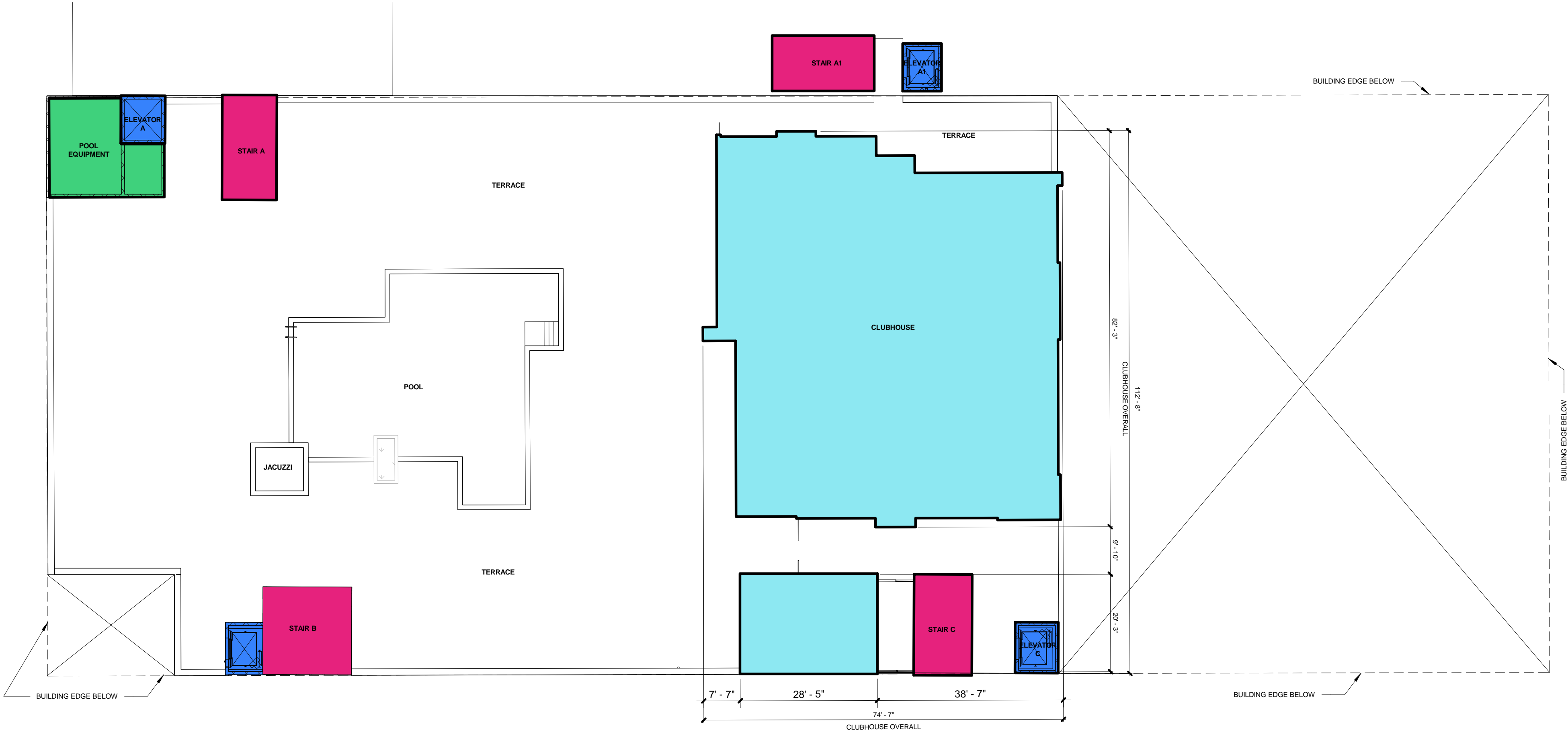


① Level 5- Bldg E- PARKING GARAGE  
1/16" = 1'-0"

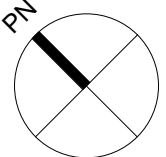


② Level 6- Bldg E- PARKING GARAGE  
1/16" = 1'-0"





① Level 7- Bldg E- ROOFTOP CLUBHOUSE  
1/16" = 1'-0"



# EXHIBIT "B"



PLANNING & INSPECTIONS DEPARTMENT  
PLANNING DIVISION  
MAJOR MZP AMENDMENT  
APPROVED BY CITY COUNCIL

## Master Zoning Plan for a General Mixed-Use

DATE

## AVERY AT SHADOW MOUNTAIN

APPLICANT

EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

### I. Purpose and Intent:

The purpose of this project and new Master Zoning Plan is to strengthen the existing neighboring community where there is a current mixture of uses, including retail, apartments, restaurant, parking garage, ballroom clubhouse, terrace, and pool. Being located close to Sunland Park Mall, Coronado Shopping Center, and the Mesa Street and Sunland Park corridor is a plus. This new district will enhance the neighborhood; promote walkable communities and the City of El Paso Comprehensive Plan and Smart Growth Objectives and initiatives throughout the city.

These Objectives will be followed with these outlined initiatives:

Accommodate an innovative designed project that promotes multi-family, and retail uses in West El Paso.

Provide a center that promotes compatible uses, retail and multifamily housing, to have a relationship with the existing neighborhood promoting Public Transportation linkages with the rest of Downtown, the Medical Center, Mid-Town, Sunland Park, and Westside Walmart;

Continue with the redevelopment patterns that the City of El Paso is promoting.

Demonstrate that these trends are economically and socially feasible in West El Paso.

### II. Objective:

This District will accommodate an innovative Multi-family Living with retail and interior open spaces, ballroom, clubhouse, terrace, and swimming pool while providing individual structured parking.

### III. Characteristics:

**Description:** The district will replace an empty land lot of 4.59 acres with a modern building that will house approximately 2,500 square feet of retail space, over 65,000 square feet of common open space, 293 apartment dwelling units with all of its amenities, parking garage, including pool, fitness center, clubhouse, etc.

AVERY- SHADOW MOUNTAIN MIXED-USE TABLE			
BUILDING	USE	AREA	MAX. BLDG. HEIGHT
A	APARTMENTS	45,656	65 FT.
A1	APARTMENTS	65,411	65 FT.
B	APARTMENTS	57,088	65 FT.
C	APARTMENTS	64,020	65 FT.
D	APARTMENTS	49,152	79 FT.
	RETAIL	2,559	79 FT.
	RESTAURANT	7,108	79 FT.
E	PARKING GARAGE	198,874	79 FT.
TOTAL PARKING SPACES PROVIDED:			560

The site is designed as an urban infill plan that allows the introduction of public pedestrian and vehicle or circulation from neighboring communities, both commercial and residential, through the site. The site's design promotes, accommodates, and implements vehicular and pedestrian circulation connecting Mesa to Shadow Mountain via a connector aligned with Pebble Beach Drive.

The shaded and landscaped pedestrian circulation will be landscaped with Xeriscaping and shadow trees aligned within the hardscape. The project allows for green pocket parks, outdoor public seating, and congregating areas. There is a pocket park for the retail and another pocket park with public art to enter the residential lobby on Pebble Beach Dr. Extension.

The purely pedestrian connection is made through an open pedestrian promenade that connects the residential lobby and commercial on Shadow Mountain and connects pedestrian movement to the retail area.

The building is designed to blend in with the colors, hues, and tones of the ridges and Shadow Mountain. The building has shades and tones of browns and bronze and ochre and red colors similar to the sunset of El Paso over the Rio Grande River.

The concept is to design buildings that are unique to El Paso.

The amenity xeriscaping landscaped terraces and pool deck promotes and allows for the open shaded and natural assembly for the residential community congregation area, which is open 360 degrees.

The community residential area promotes and allows open views to Shadow Mountain and the Rio Grande and El Paso and Juarez in the background.

#### IV Access:

This neighborhood center will have retail access along Shadow Mountain Drive and Pebble Beach. Each unit will be located in the main tower and have its own parking in an attached parking garage. Access to the parking garage will be from Pebble Beach Drive, where an entrance ramp to the five-story parking garage will be located. Pedestrian access will be from a pedestrian bridge that connects the tower to the parking garage.

##### Setbacks

- Principal Front (Shadow Mountain): 0' Setback.
- Secondary Front (Pebble Beach DR): 0' Setback.
- Side: 0' Setback.
- Rear: 0' Setback.

##### Density:

- 293 Residential units

MULTIFAMILY UNIT COUNT				
	1-BEDROOM	2-BEDROOM	3-BEDROOM	TOTAL
BUILDING A	35	12		47
BUILDING A1	33	29		62
BUILDING B	32	20	4	56
BUILDING C	37	27		64
BUILDING D	28	36		64
TOTAL	165	124	4	293

Landscaping

- 65,817 sf

Parking

- 560 Parking Spaces Total

PARKING REQUIREMENT- RESIDENTIAL				
APARTMENT UNIT	COUNT	SPACE PER UNIT	REQUIRED SPACES	PROVIDED SPACES
1 BEDROOM	165	1.5	248	
2 BEDROOM	124	2	248	
3 BEDROOM	4	2	8	
<b>TOTAL</b>	<b>297</b>		<b>504</b>	<b>504</b>

PARKING REQUIREMENT- COMMERCIAL (AUTOMOBILE & LIGHT TRUCK)						
OCCUPANCY	AREA	MIN. 1/GFA	MIN. REQ.	MAX. 1/GFA	MAX. REQ.	PROVIDED
RESTAURANT	7,108	1/144	49	1/100	71	49
LOW- VOLUME RETAIL	2,569	1/360	7	1/250	10	7
<b>TOTAL</b>			<b>56</b>		<b>81</b>	<b>56</b>

PARKING SPACES MIN. REQUIRED:	560	PARKING SPACES PROVIDED:	560
ON-STREET PARKING:	N/A	PARKING REDUCTION:	0
MIN. ACCESSIBLE PARKING SPACES:	2% OF 560= 11 SPACES		
MIN. VAN ACCESSIBLE PARKING SPACES:	1/6 OF 11= 2 SPACES		

	PARKING SPACES ON SITE	TOTAL LAND	TOTAL CONSTRUCTION
	504 + 56= 560	200,915 SQ.FT.	493,631 SQ.FT.
<b>FAR</b>	<b>96,728 SF. / 200,915 SF= 0.48</b>		

PARKING REQUIREMENT (HEAVY TRUCK TRAILER)			
OCCUPANCY	AREA	GFA	REQUIRED
RESIDENTIAL	285,281	NONE	0
COMMERCIAL	9,677	1/50,000	0

BICYCLE PARKING SPACES				
TOTAL	REQUIRED PARKING	5% OF REQ.	BICYCLE SPACES REQ.	BICYCLE SPACES PROV.
	560	560 X .05	28	30

Sub Districts: N/A

Phasing: One Phase

Floor Area Ratio:

- .48:1

Special Privilege: N/A

#### IV Relationship with Plan for El Paso

This district will enhance the neighborhood's economic and social vitality. It will follow the overall City of El Paso's goals to revitalize the city and promote higher densities and mixed uses per the Smart Growth initiatives.

The existing surroundings have a tight walkable community with schools, churches, and retail within walking distance. This district will strengthen it by providing a modern and additional retail, multi-family that will enhance the neighborhood.



Avery Mix Use Table							
		Set Backs				Ceiling Height	Maximum Building Height
Use	Min. Area SF.	Front	Back	N. Side	S.Side		
<b>Commercial Uses</b>						15'-0"	25'-0"
ART GALLERY	400	0	0	0	0	15'-0"	25'-0"
ATHLETIC FACILITY	400	0	0	0	0	15'-0"	25'-0"
AUTOMATED TELLER MACHINE ATM	400	0	0	0	0	15'-0"	25'-0"
BAKERY	400	0	0	0	0	15'-0"	25'-0"
BANK	400	0	0	0	0	15'-0"	25'-0"
BARBER SHOP	400	0	0	0	0	15'-0"	25'-0"
BEAUTY SALON	400	0	0	0	0	15'-0"	25'-0"
BILLIAR AND POOL HALL	400	0	0	0	0	15'-0"	25'-0"
BINGO HALL	400	0	0	0	0	15'-0"	25'-0"
BOOKSTORE	400	0	0	0	0	15'-0"	25'-0"
BOUTIQUE	400	0	0	0	0	15'-0"	25'-0"
BREAD AND BAKERY PRODUCT MANF	400	0	0	0	0	15'-0"	25'-0"
BREWERY	400	0	0	0	0	15'-0"	25'-0"
CAFETERIA		0	0	0	0	15'-0"	25'-0"
CLINIC	400	0	0	0	0	15'-0"	25'-0"
COURIER & MESSAGE SERVICE	400	0	0	0	0	15'-0"	25'-0"
COMMUNITY RECREATIONAL FACILITY	400	0	0	0	0	15'-0"	25'-0"
COMPUTER ELECTRONIC PRODUCT ASSE.	400	0	0	0	0	15'-0"	25'-0"
CREDIT UNION	400	0	0	0	0	15'-0"	25'-0"
DELICATESSEN	400	0	0	0	0	15'-0"	25'-0"
ELECTRONIC EQUIPMENT REPAIR	400	0	0	0	0	15'-0"	25'-0"
EXERCISE FACILITY (INDOOR)	400	0	0	0	0	15'-0"	25'-0"
FLOWER SHOP	400	0	0	0	0	15'-0"	25'-0"
FINANCIAL INSTITUTION	400	0	0	0	0	15'-0"	25'-0"
GOVERNAMENTAL USE	400	0	0	0	0	15'-0"	25'-0"
HOBBY STORE	400	0	0	0	0	15'-0"	25'-0"
HOME IMPROVEMENT CENTER	400	0	0	0	0	15'-0"	25'-0"
							25'-0"



CONTINUED							
ICE SKATING FACILITY	400	0	0	0	0	15'-0"	25'-0"
ICE CREAM PARLOR	400	0	0	0	0	15'-0"	25'-0"
LAUNDRY COMMERCIAL	400	0	0	0	0	15'-0"	25'-0"
LAUNDRY ROOM	400	0	0	0	0	15'-0"	25'-0"
MASSAGE PARLOR	400	0	0	0	0	15'-0"	25'-0"
MOVIE THEATRE(INDOOR)	400	0	0	0	0	15'-0"	25'-0"
MUSIC STORE	400	0	0	0	0	15'-0"	25'-0"
NIGHTCLUB,BAR,COCKTAIL LOUNGE	400	0	0	0	0	15'-0"	25'-0"
OFFICE, PROFESSIONAL	400	0	0	0	0	15'-0"	25'-0"
ON SITE PARKING	400	0	0	0	0	15'-0"	25'-0"
OPEN SPACE(COMMON,PUBLIC OR PRIV.)	400	0	0	0	0	15'-0"	25'-0"
OTHER RETAIL ESTABLISHMENT(HIGH VOLUME)	400	0	0	0	0	15'-0"	25'-0"
OTHER RETAIL ESTABLISHMENT(LOW VOLUME)	400	0	0	0	0	15'-0"	25'-0"
PARK, PLAYGROUND	400	0	0	0	0	15'-0"	25'-0"
RESTAURANT(DRIVE IN OR WALK IN)	400	0	0	0	0	15'-0"	25'-0"
RESTAURANT SIT DOWN	400	0	0	0	0	15'-0"	25'-0"
SHOE REPAIR SHOP	400	0	0	0	0	15'-0"	25'-0"
SPECIALTY SHOP	400	0	0	0	0	15'-0"	25'-0"
SPORTING GOODS STORE	400	0	0	0	0	15'-0"	25'-0"
STUDIO,DANCE	400	0	0	0	0	15'-0"	25'-0"
STUDIO,PHOTOGRAPHY	400	0	0	0	0	15'-0"	25'-0"

<b>Parking</b>							
GARAGE OR LOT PARKING (COMERCIAL)	50,000	0	0	0	0	7'-6"	85'-0"
GARAGE OR LOT PARKING (PRIVATE)	50,000	0	0	0	0	7'-6"	85'-0"

<b>Residential Uses</b>							
MULTI-FAMILY	400	0	0	0	0	9'-0"	85'-0"
CONDOMINIUMS	400	0	0	0	0	9'-0"	85'-0"

# 201 Shadow Mountain Drive

City Plan Commission — July 14, 2022 **REVISED**



**CASE NUMBER:** PZRZ22-00007  
**CASE MANAGER:** Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov  
**PROPERTY OWNER:** MG Shadow Mountain LLC  
**REPRESENTATIVE:** Sergio Mesta  
**LOCATION:** 201 Shadow Mountain Dr. (District 8)  
**PROPERTY AREA:** 4.59 acres  
**REQUEST:** Rezone from C-1 (Commercial) to G-MU (General Mixed-Use) and approval of major amendment to an approved Master Zoning Plan  
**RELATED APPLICATIONS:** None  
**PUBLIC INPUT:** One (1) letter in opposition as of July 11, 2022.

**SUMMARY OF REQUEST:** The applicant is requesting to rezone a portion of the property from C-1 (Commercial) to G-MU (General Mixed Use) and approval of a major amendment to an approved Master Zoning Plan (MZIP) to allow for mixed-use development.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL** of the request. The proposed development is in keeping with the policies of the G-4, Suburban (Walkable) Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

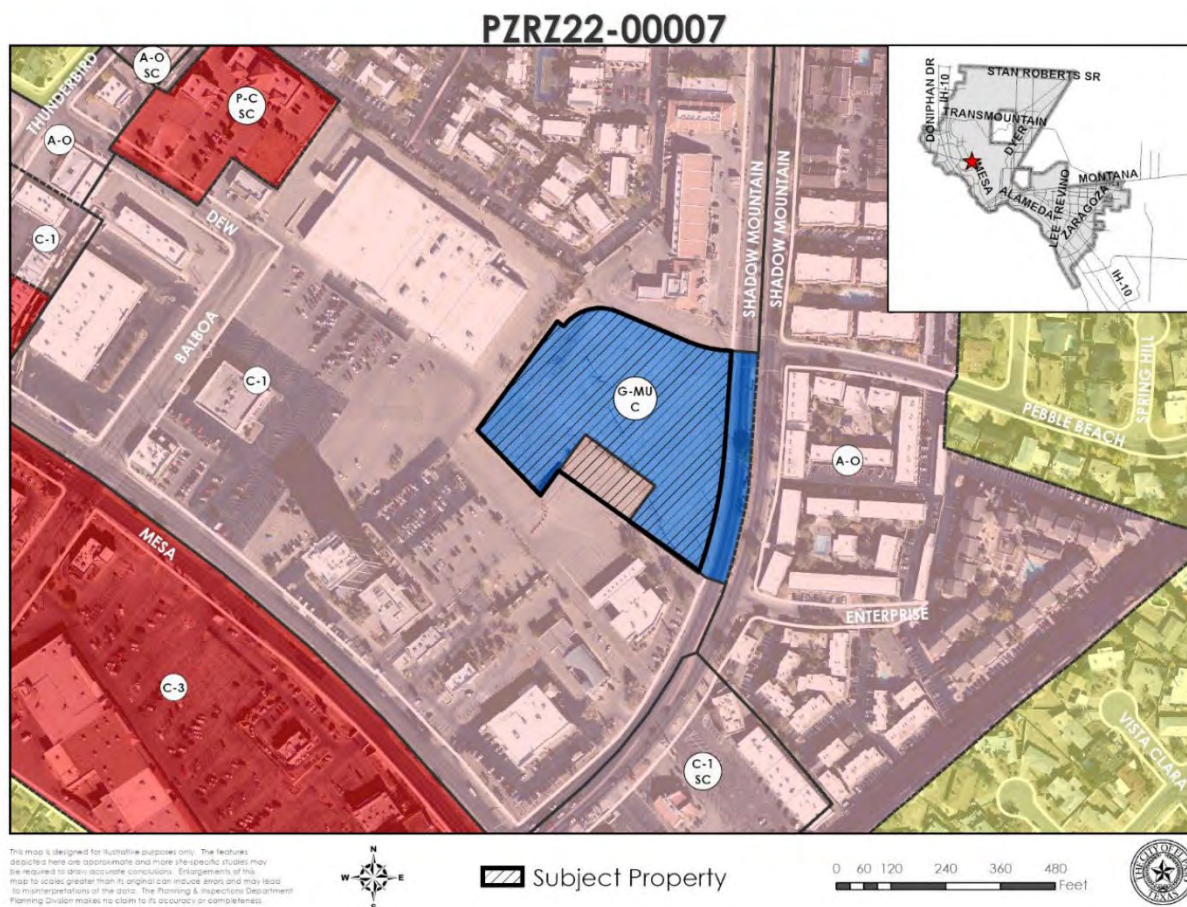


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone a portion of the property from C-1 (Commercial) to G-MU (General Mixed Use) and approval of a major amendment to an approved Master Zoning Plan (MZIP) to allow for mixed use development of a 96,728 square-foot building consisting of 493,631 square feet of gross floor area (GFA) that includes 293 apartment units ranging from one-bedroom to three-bedrooms, a clubhouse, a 7,108 square-foot restaurant, 2,559 square-feet of retail space, and a parking garage with 560 parking spaces and 30 bicycle spaces. Maximum building height is 78 feet 8 inches. Main access is through Shadow Mountain Drive.

**PREVIOUS CASE HISTORY:** Ordinance No. 18541 (attachment 4), passed July 19, 2016, rezoned a portion of the subject property from C-1 (Commercial) to G-MU (General Mixed Use) along with approval of a Master Zoning Plan and imposing the following conditions:

1. Existing restrictive covenants and utility easement encroachments shall be addressed prior to the issuance of any building permits.

*Note: Condition to be met prior to development.*

2. Traffic mitigation fees are to be paid prior to the issuance of any building permits.

*Note: Condition to be met prior to development.*

The previous rezoning (PZR215-00039) and approved Master Zoning Plan consisted of the following:

Property Size: 4.17 Acres  
 Building Size: 68,548 square feet (building footprint) / 775,602 square feet (gross floor area)  
 Building Height: 256 feet (22 stories)  
 Units: 219 Hotel Units and 228 Apartment Units  
 Retail Area: 42,000 square feet

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed mixed-use development is compatible with the surrounding neighborhood and is in character with adjacent commercial uses. Properties to the north, south, and west are zoned C-1 (Commercial) consisting of shopping centers, restaurants, and a bank. Properties to the east across Shadow Mountain Dr. are zone A-O (Apartment/Office) and consist of apartments. The closest school is Western Hills Elementary located 0.71 miles and the closest park is Snow Heights Park located 0.57 miles away.

<b>COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-4, Suburban (Walkable):</b> This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed mixed-use development will supplement the limited housing options and add commercial uses to the nearby area.</p>

<b>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:</b>	
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>G-MU (General Mixed Use):</b> The purpose of this district is to accommodate, encourage and promote innovatively designed developments involving the combining and mixing of uses allowed in various zoning districts with appropriate regulations, which together form an attractive and harmonious unit of the city. The regulations of this district are intended to allow for large-scale developments that are able to function as individual neighborhoods or an integrated collection (two or more) of individual neighborhoods supported by civic, commercial and recreational uses; as small-scale developments requiring flexibility because of unique design characteristics; or as transitional areas between dissimilar land uses. It is intended that the district regulations permit flexibility and encourage more creative, efficient and aesthetically desirable design and placement of land uses.</p>	<p>Yes. The proposed zoning district is compatible with the adjacent C-1 (Commercial) and A-O (Apartment/Office) zoning districts, which consist of commercial, retail, restaurant, and apartment uses.</p>
<p><b>Preferred Development Locations:</b> Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The subject property has access to Shadow Mountain Drive, which is designated as a Major Arterial per the El Paso Major Thoroughfare Plan (MTP). In addition, it is close to Mesa Street, which is also designated as a Major Arterial.</p>
<b>THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<p><b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>The subject property is not located within any historic districts, other special designations, or areas with adopted study area plans.</p>
<p><b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>No adverse effects are anticipated.</p>
<p><b>Natural Environment:</b> Anticipated effects on the natural environment.</p>	<p>The subject property lies within the Hillside Development Area. There are no anticipated effects on the natural environment. The Open Space Advisory Board (OSAB) recommended approval on July 7, 2022.</p>
<p><b>Stability:</b> Whether the area is stable or in transition.</p>	<p>The area is stable with no rezonings in the vicinity in the last 10 years, besides the subject property previous rezoning.</p>
<p><b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>None.</p>

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The property has access to Shadow Mountain Drive, which is classified as a Major Arterial per the El Paso Major Thoroughfare Plan (MTP). The classification of this road is appropriate for the density of the proposed development. Sun Metro bus route 14 serves the Shadow Mountain corridor. There are Rapid Transit System (RTS) facilities within 0.39 miles from the subject

property along Mesa Street, which is served by the Mesa Street Brio route along with regular bus service from bus route 15.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments from reviewing departments. The request complies with El Paso City Code Section 20.04.200, Master Zoning Plan.

**PUBLIC COMMENT:** The subject property does not lie within any neighborhood associations. The applicant did notify the Coronado Hills Neighborhood Association, Mesa Hills Neighborhood Association, Thunderbird Estates Neighborhood Associations, and Upper Mesa Hills Neighborhood Association of the rezoning request. In addition, the applicant met with District 1 constituents on March 29, 2022. Notices were sent all property owners within 300 feet of subject property on June 30, 2022. As of July 11, 2022, one (1) letter in opposition has been received.

**RELATED APPLICATIONS:** None.

**CITY PLAN COMMISSION OPTIONS:**

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

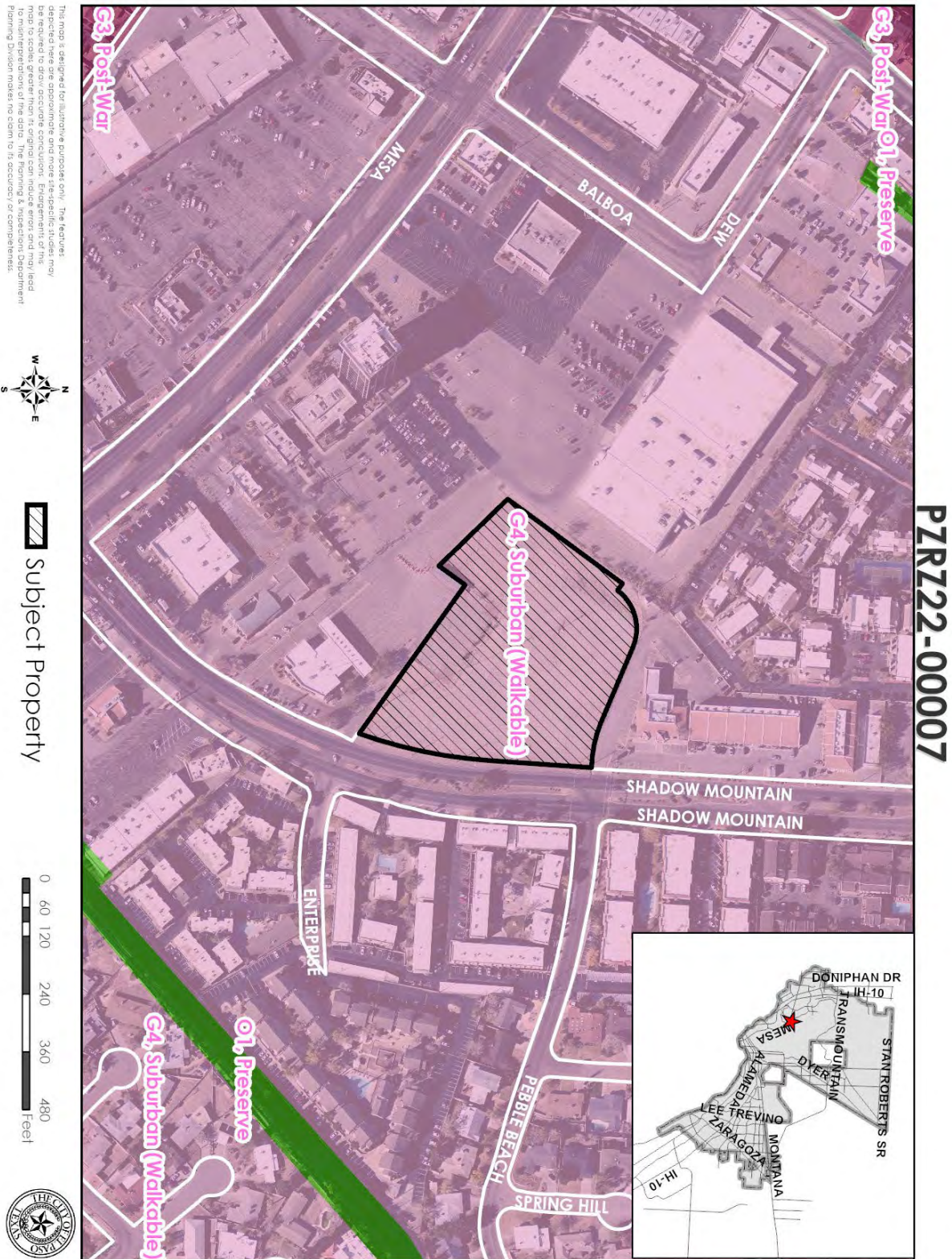
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)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

**ATTACHMENTS:**

1. Future Land Use Map
2. Master Zoning Plan
3. Master Zoning Plan Report
4. Ordinance No. 18541
5. Department Comments
6. Neighborhood Notification Boundary Map
7. Communication in Opposition



# ATTACHMENT 1





## ATTACHMENT 2



**Required Documentation List**

BLK 1 SHADOW MOUNTAIN LOT 1 & BLK 1 SHADOW MOUNTAIN #2 LOT 1



e. Size and use of Structures:

[illegible]

	1-BEDROOM	2-BEDROOM	3-BEDROOM	TOTAL
BUILDING A	35	12		47
BUILDING A1		29		29
BUILDING B	32	20	4	56
BUILDING C	37	27		64
BUILDING D	28	36		64
TOTAL	165	124	4	293

LANDSCAPING	
MINIMUM SQ. FT.	ACTUAL SQ. FT.
OPEN SPACES 15,429 SQ. FT. = 15%	65,517 SQ. FT. = 32.5%

[illegible]

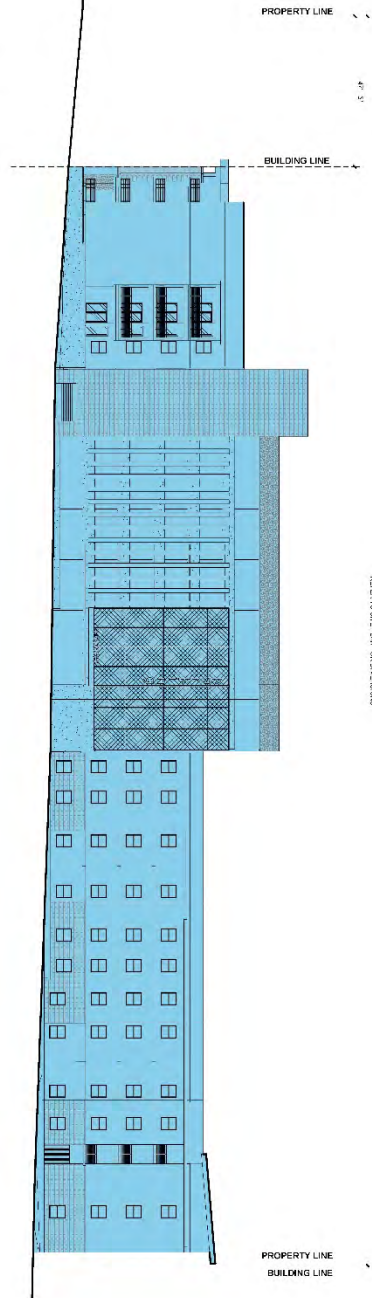
RETURN TO SITE PLAN FOR DETAILS



A02

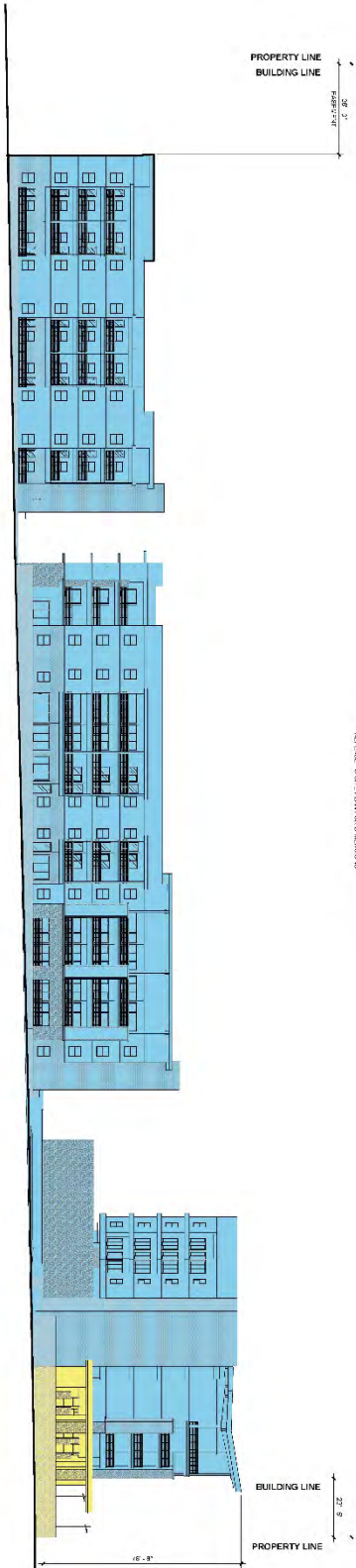






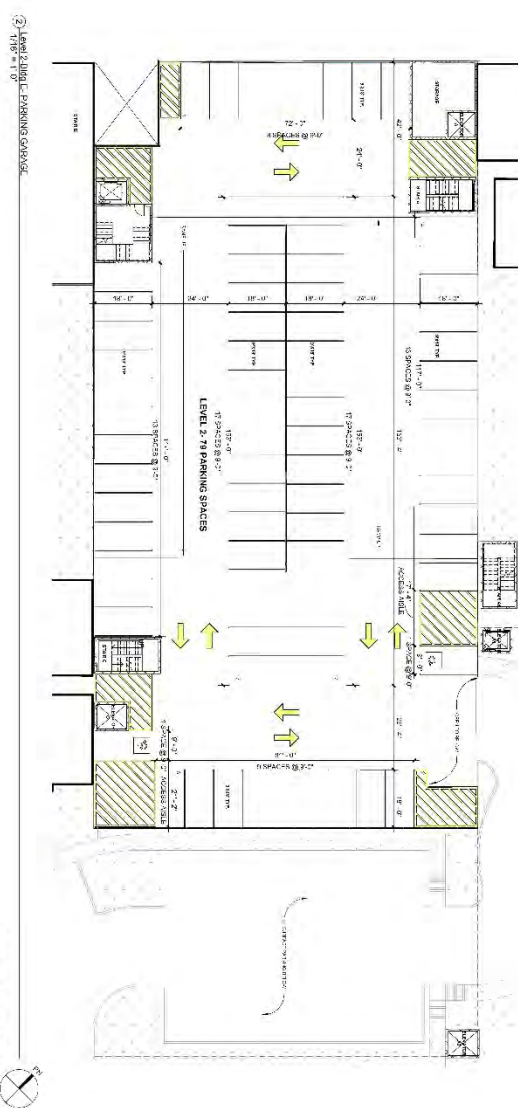
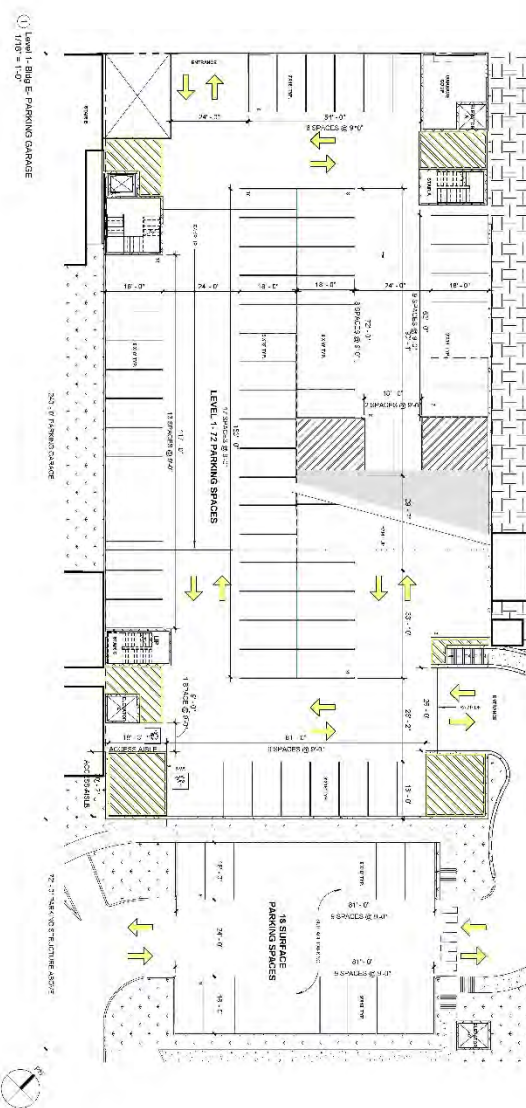
① WEST ELEVATION  
 1/10 = 1" = 10'

REFER TO SHEET FOR DIMENSIONS

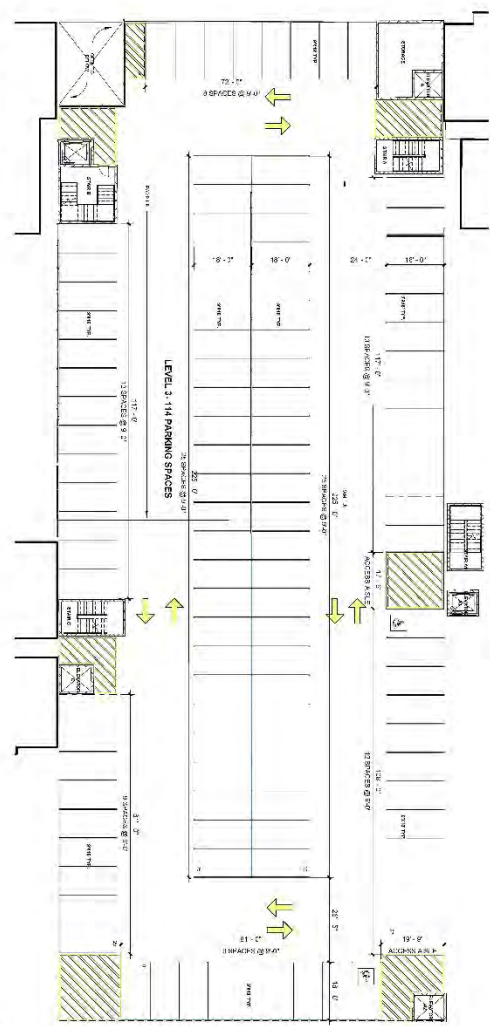


② SOUTH ELEVATION  
 1/10 = 1" = 10'

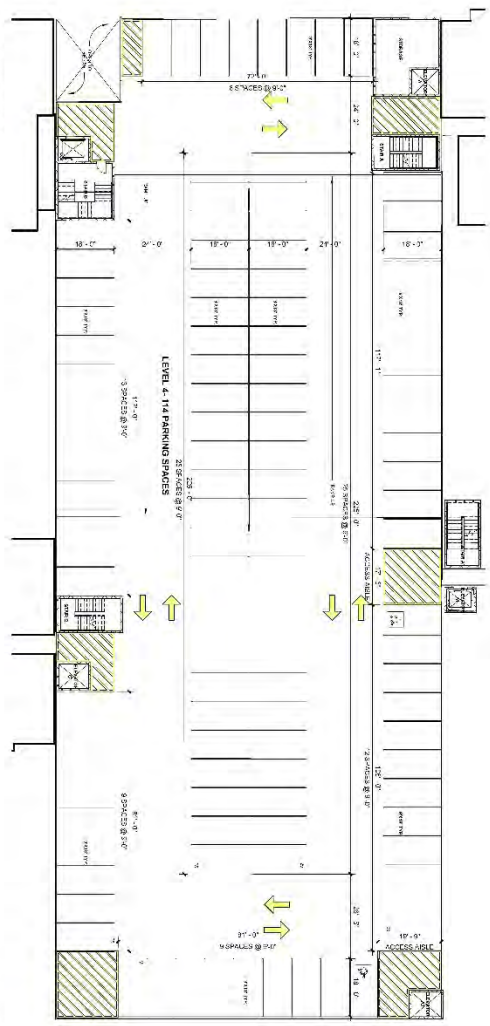




PARKING GARAGE-LEVELS 1 & 2



Level 3 - Bag E Parking Garage  
Title = 1/8"



Level 4 - Bag E Parking Garage  
Title = 1/8"









# ATTACHMENT 3

## Master Zoning Plan for a General Mixed-Use

### AVERY AT SHADOW MOUNTAIN

#### I. Purpose and Intent:

The purpose of this project and new Master Zoning Plan is to strengthen the existing neighboring community where there is a current mixture of uses, including retail, apartments, restaurant, parking garage, ballroom clubhouse, terrace, and pool. Being located close to Sunland Park Mall, Coronado Shopping Center, and the Mesa Street and Sunland Park corridor is a plus. This new district will enhance the neighborhood; promote walkable communities and the City of El Paso Comprehensive Plan and Smart Growth Objectives and initiatives throughout the city.

These Objectives will be followed with these outlined initiatives:

Accommodate an innovative designed project that promotes multi-family, and retail uses in West El Paso.

Provide a center that promotes compatible uses, retail and multifamily housing, to have a relationship with the existing neighborhood promoting Public Transportation linkages with the rest of Downtown, the Medical Center, Mid-Town, Sunland Park, and Westside Walmart;

Continue with the redevelopment patterns that the City of El Paso is promoting.

Demonstrate that these trends are economically and socially feasible in West El Paso.

#### II. Objective:

This District will accommodate an innovative Multi-family Living with retail and interior open spaces, ballroom, clubhouse, terrace, and swimming pool while providing individual structured parking.

#### III. Characteristics:

**Description:** The district will replace an empty land lot of 4.59 acres with a modern building that will house approximately 2,500 square feet of retail space, over 65,000 square feet of common open space, 293 apartment dwelling units with all of its amenities, parking garage, including pool, fitness center, clubhouse, etc.

AVERY- SHADOW MOUNTAIN MIXED-USE TABLE			
BUILDING	USE	AREA	MAX. BLDG. HEIGHT
A	APARTMENTS	45,656	65 FT.
A1	APARTMENTS	65,411	65 FT.
B	APARTMENTS	57,088	65 FT.
C	APARTMENTS	64,020	65 FT.
D	APARTMENTS	49,152	79 FT.
	RETAIL	2,559	79 FT.
	RESTAURANT	7,108	79 FT.
E	PARKING GARAGE	198,874	79 FT.
TOTAL PARKING SPACES PROVIDED:			560

The site is designed as an urban infill plan that allows the introduction of public pedestrian and vehicle or circulation from neighboring communities, both commercial and residential, through the site. The site's design promotes, accommodates, and implements vehicular and pedestrian circulation connecting Mesa to Shadow Mountain via a connector aligned with Pebble Beach Drive.

The shaded and landscaped pedestrian circulation will be landscaped with Xeriscaping and shadow trees aligned within the hardscape. The project allows for green pocket parks, outdoor public seating, and congregating areas. There is a pocket park for the retail and another pocket park with public art to enter the residential lobby on Pebble Beach Dr. Extension.

The purely pedestrian connection is made through an open pedestrian promenade that connects the residential lobby and commercial on Shadow Mountain and connects pedestrian movement to the retail area.

The building is designed to blend in with the colors, hues, and tones of the ridges and Shadow Mountain. The building has shades and tones of browns and bronze and ochre and red colors similar to the sunset of El Paso over the Rio Grande River.

The concept is to design buildings that are unique to El Paso.

The amenity xeriscaping landscaped terraces and pool deck promotes and allows for the open shaded and natural assembly for the residential community congregation area, which is open 360 degrees.

The community residential area promotes and allows open views to Shadow Mountain and the Rio Grande and El Paso and Juarez in the background.

#### IV Access:

This neighborhood center will have retail access along Shadow Mountain Drive and Pebble Beach. Each unit will be located in the main tower and have its own parking in an attached parking garage. Access to the parking garage will be from Pebble Beach Drive, where an entrance ramp to the five-story parking garage will be located. Pedestrian access will be from a pedestrian bridge that connects the tower to the parking garage.

##### Setbacks

- Principal Front (Shadow Mountain): 0' Setback.
- Secondary Front (Pebble Beach DR): 0' Setback.
- Side: 0' Setback.
- Rear: 0' Setback.

##### Density:

- 293 Residential units

MULTIFAMILY UNIT COUNT				
	1-BEDROOM	2-BEDROOM	3-BEDROOM	TOTAL
BUILDING A	35	12		47
BUILDING A1	33	29		62
BUILDING B	32	20	4	56
BUILDING C	37	27		64
BUILDING D	28	36		64
TOTAL	165	124	4	293

Landscaping

- 65,817 sf

Parking

- 560 Parking Spaces Total

PARKING REQUIREMENT- RESIDENTIAL				
APARTMENT UNIT	COUNT	SPACE PER UNIT	REQUIRED SPACES	PROVIDED SPACES
1 BEDROOM	165	1.5	248	
2 BEDROOM	124	2	248	
3 BEDROOM	4	2	8	
<b>TOTAL</b>	<b>297</b>		<b>504</b>	<b>504</b>

PARKING REQUIREMENT- COMMERCIAL (AUTOMOBILE & LIGHT TRUCK)						
OCCUPANCY	AREA	MIN. 1/GFA	MIN. REQ.	MAX. 1/GFA	MAX. REQ.	PROVIDED
RESTAURANT	7,108	1/144	49	1/100	71	49
LOW- VOLUME RETAIL	2,569	1/360	7	1/250	10	7
<b>TOTAL</b>			<b>56</b>		<b>81</b>	<b>56</b>

PARKING SPACES MIN. REQUIRED:	560	PARKING SPACES PROVIDED:	560
ON-STREET PARKING:	N/A	PARKING REDUCTION:	0
MIN. ACCESSIBLE PARKING SPACES:	2% OF 560= 11 SPACES		
MIN. VAN ACCESSIBLE PARKING SPACES:	1/6 OF 11= 2 SPACES		

	PARKING SPACES ON SITE	TOTAL LAND	TOTAL CONSTRUCTION
	504 + 56= 560	200,915 SQ.FT.	493,631 SQ.FT.
FAR	96,728 SF. / 200,915 SF= 0.48		

PARKING REQUIREMENT (HEAVY TRUCK TRAILER)			
OCCUPANCY	AREA	GFA	REQUIRED
RESIDENTIAL	285,281	NONE	0
COMMERCIAL	9,677	1/50,000	0

BICYCLE PARKING SPACES			
	REQUIRED PARKING	5% OF REQ. BICYCLE SPACES REQ.	BICYCLE SPACES PROV.
<b>TOTAL</b>	<b>560</b>	<b>560 X .05</b>	<b>28</b>
			<b>30</b>

Sub Districts: N/A

Phasing: One Phase

Floor Area Ratio:

- .48:1

Special Privilege: N/A

IV Relationship with Plan for El Paso

This district will enhance the neighborhood's economic and social vitality. It will follow the overall City of El Paso's goals to revitalize the city and promote higher densities and mixed uses per the Smart Growth initiatives.

The existing surroundings have a tight walkable community with schools, churches, and retail within walking distance. This district will strengthen it by providing a modern and additional retail, multi-family that will enhance the neighborhood.



Avery Mix Use Table							
		Set Backs				Ceiling Height	Maximum Building Height
Use	Min. Area SF.	Front	Back	N. Side	S. Side		
<b>Commercial Uses</b>						15'-0"	25'-0"
ART GALLERY	400	0	0	0	0	15'-0"	25'-0"
ATHLETIC FACILITY	400	0	0	0	0	15'-0"	25'-0"
AUTOMATED TELLER MACHINE ATM	400	0	0	0	0	15'-0"	25'-0"
BAKERY	400	0	0	0	0	15'-0"	25'-0"
BANK	400	0	0	0	0	15'-0"	25'-0"
BARBER SHOP	400	0	0	0	0	15'-0"	25'-0"
BEAUTY SALON	400	0	0	0	0	15'-0"	25'-0"
BILLIAR AND POOL HALL	400	0	0	0	0	15'-0"	25'-0"
BINGO HALL	400	0	0	0	0	15'-0"	25'-0"
BOOKSTORE	400	0	0	0	0	15'-0"	25'-0"
BOUTIQUE	400	0	0	0	0	15'-0"	25'-0"
BREAD AND BAKERY PRODUCT MANF.	400	0	0	0	0	15'-0"	25'-0"
BREWERY	400	0	0	0	0	15'-0"	25'-0"
CAFETERIA		0	0	0	0	15'-0"	25'-0"
CLINIC	400	0	0	0	0	15'-0"	25'-0"
COURIER & MESSAGE SERVICE	400	0	0	0	0	15'-0"	25'-0"
COMMUNITY RECREATIONAL FACILITY	400	0	0	0	0	15'-0"	25'-0"
COMPUTER ELECTRONIC PRODUCT ASSE.	400	0	0	0	0	15'-0"	25'-0"
CREDIT UNION	400	0	0	0	0	15'-0"	25'-0"
DELICATESSEN	400	0	0	0	0	15'-0"	25'-0"
ELECTRONIC EQUIPMENT REPAIR	400	0	0	0	0	15'-0"	25'-0"
EXERCISE FACILITY (INDOOR)	400	0	0	0	0	15'-0"	25'-0"
FLOWER SHOP	400	0	0	0	0	15'-0"	25'-0"
FINANCIAL INSTITUTION	400	0	0	0	0	15'-0"	25'-0"
GOVERNAMENTAL USE	400	0	0	0	0	15'-0"	25'-0"
HOBBY STORE	400	0	0	0	0	15'-0"	25'-0"
HOME IMPROVEMENT CENTER	400	0	0	0	0	15'-0"	25'-0"
							25'-0"

CONTINUED							
ICE SKATING FACILITY	400	0	0	0	0	15'-0"	25'-0"
ICE CREAM PARLOR	400	0	0	0	0	15'-0"	25'-0"
LAUNDRY COMMERCIAL	400	0	0	0	0	15'-0"	25'-0"
LAUNDRY ROOM	400	0	0	0	0	15'-0"	25'-0"
MASSAGE PARLOR	400	0	0	0	0	15'-0"	25'-0"
MOVIE THEATRE(INDOOR)	400	0	0	0	0	15'-0"	25'-0"
MUSIC STORE	400	0	0	0	0	15'-0"	25'-0"
NIGHTCLUB,BAR,COCKTAIL LOUNGE	400	0	0	0	0	15'-0"	25'-0"
OFFICE, PROFESSIONAL	400	0	0	0	0	15'-0"	25'-0"
ON SITE PARKING	400	0	0	0	0	15'-0"	25'-0"
OPEN SPACE(COMMON,PUBLIC OR PRIV.)	400	0	0	0	0	15'-0"	25'-0"
OTHER RETAIL ESTABLISHMENT(HIGH VOLUME)	400	0	0	0	0	15'-0"	25'-0"
OTHER RETAIL ESTABLISHMENT(LOW VOLUME)	400	0	0	0	0	15'-0"	25'-0"
PARK, PLAYGROUND	400	0	0	0	0	15'-0"	25'-0"
RESTAURANT(DRIVE IN OR WALK IN)	400	0	0	0	0	15'-0"	25'-0"
RESTAURANT SIT DOWN	400	0	0	0	0	15'-0"	25'-0"
SHOE REPAIR SHOP	400	0	0	0	0	15'-0"	25'-0"
SPECIALTY SHOP	400	0	0	0	0	15'-0"	25'-0"
SPORTING GOODS STORE	400	0	0	0	0	15'-0"	25'-0"
STUDIO,DANCE	400	0	0	0	0	15'-0"	25'-0"
STUDIO,PHOTOGRAPHY	400	0	0	0	0	15'-0"	25'-0"

<b>Parking</b>							
GARAGE OR LOT PARKING (COMERCIAL)	50,000	0	0	0	0	7'-6"	85'-0"
GARAGE OR LOT PARKING (PRIVATE)	50,000	0	0	0	0	7'-6"	85'-0"

<b>Residential Uses</b>							
MULTI-FAMILY	400	0	0	0	0	9'-0"	85'-0"
CONDOMINIUMS	400	0	0	0	0	9'-0"	85'-0"

# ATTACHMENT 4

CITY CLERK DEPT.

2016 JUN -7 PM 1:17

Doc# 20160055396

ORDINANCE NO. 018541

**AN ORDINANCE CHANGING THE ZONING OF LOT 1, BLOCK 1, SHADOW MOUNTAIN, 201 SHADOW MOUNTAIN, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-1 (COMMERCIAL) TO G-MU (GENERAL MIXED USE); APPROVING A MASTER ZONING PLAN; 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 *Lot 1, Block 1, Shadow Mountain, 201 SHADOW MOUNTAIN, City of El Paso, El Paso County, Texas*, be changed from **C-1 (COMMERCIAL)** to **G-MU (GENERAL MIXED USE)**, as defined in Section 20.06.020, and that a **MASTER ZONING PLAN**, be approved as required by 20.04.200, to allow the land uses reflected in the Master Zoning Plan attached as Exhibit "A" and the Master Zoning Report attached as Exhibit "B" incorporated herein for all purposes, 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 in order to protect the health, safety and welfare of the residents of the City:

1. *Existing restrictive covenants and utility easement encroachments shall be addressed prior to the issuance of any building permits.*
2. *Traffic mitigation fees are to be paid prior to the issuance of any building permits.*

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

PASSED AND APPROVED this 19<sup>th</sup> day of July, 2016.

THE CITY OF EL PASO



Oscar Leeser  
Mayor

ATTEST:

Ordinance No. 018541

16-1007-1684/533889  
201 Shadow Mountain - Rezoning Ordinance  
OAR

PZRZ15-00039



Richarda Duffy Moensen, City Clerk

**APPROVED AS TO FORM:**

Omar De La Rosa  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

Larry F. Nichols, Director  
Planning and Inspections Department

**Ordinance No.**

**018541**

16-1007-1684/533889

201 Shadow Mountain – Rezoning Ordinance  
OAR

**PZRZ15-00039**

PZRZ22-00007

## Master Zoning Plan for a General Mixed-Use

### Shadow Mountain

#### I. Purpose and Intent:

The purpose of this project and new Master Zoning Plan is to strengthen the existing neighboring community where there is an existing mixture of uses including offices, retail, apartments, single family attached units, walk ups, duplexes and row houses. Being located close to Sunland Park Mall, Coronado Shopping Center and the Mesa Street and Sunland Park corridor is a plus. This new district will enhance the neighborhood; promote walkable communities and the City of El Paso Comprehensive Plan and Smart Growth Objectives and initiatives throughout the city.

These Objectives will be followed with these outlines initiatives:

- Accommodate an innovative designed project that promotes multifamily houses and retail uses in West El Paso;
- Provide a center that promotes compatible uses, retail and multifamily housing, to have a relationship with the existing neighborhood promoting Public Transportation and pedestrian linkages with the rest of Downtown, the Medical Center, Mid-Town, Sunland Park and West side Walmart;
- Continue with the redevelopment patterns that the City of El Paso is promoting;
- Demonstrate that these trends are economically and socially feasible in West El Paso.

#### II. Objective:

This District will accommodate an innovative Multifamily Living with retail and interior open spaces, while providing individual structured parking.

#### III. Characteristics:

**Description:** The district will replace and empty land lot of 4.16 acres with a modern building that will house 42,000 square feet of retail space, over 100,000 Square feet of common open space, 219 hotel units and 228 apartment dwelling units.

The site is designed as an urban infill plan that allows the introduction of public pedestrian and vehicle or circulation from neighboring communities both commercial and residential through the site. The design of the site is promoting and accommodating and implementing both vehicular and pedestrian circulation connecting Mesa to Shadow Mountain via a connector aligned with Pebble Street.



The shaded and landscape pedestrian circulation is landscaped with Xeriscaping and shadow trees aligned within hard scape. The project allows for green pocket parks and outdoor public seating and congregating areas. There is a pocket park for the retail and another pocket park with public art for the entrance into the residential lobby on Shadow Mountain road.

The connector boulevard wrapping around the site for the vehicular, bicycle, and pedestrian is lined with landscaping and benches seating areas as well as vita exercise Anna Lee near park distribution with pedestrian sidewalk which continues around as it connects via pebble to Shadow Mountain and on to Mesa.

The purely pedestrian connection is done through a pedestrian promenade open to the sky that connects the residential lobby and commercial on Shadow Mountain and connects pedestrian movement to the hotel lobby and retail and spa. The entrance to the hotel and spa is aligned with a linear park and with a pocket park.

The building is designed to blend in with colors and hues and tones of the ridges and Shadow Mountain. The building has colors and tones of browns and bronze and ochre and red colors similar to the sunset of the El Paso over the Rio Grande River.

The concept is to design a building that is unique to El Paso.

The amenity xeriscaping landscaped terraces and pool deck promotes and allows for the open shaded and natural assembly for the hotel and the residential community congregation area which is open 360°.

The building floats 25 feet above on top of the community residential and hotel Terrace area that promotes and allows open views to Shadow Mountain as well as to the Rio Grande and to El Paso and Juarez in the background.

The project is designed as a LEED project. Orienting to the Sun to maximize the views of the Rio Grande and the mountain ridges while promoting the natural light around the site. The floating of the building allows for the natural cross ventilation and natural breezes to be promoted on the site.

The Building is oriented and is designed as well as providing shade and shadow onto the building with the large overhang shade balconies and terrace shadowboxes in order to mitigate the solar gain on the glass on the tower.

The landscape-xeriscaping at the ground level continues onto the amenity level and continues on the vertical screen walls of the garage allowing for the cars to be fully hidden from the public right away while the xeriscaping continues to go down from the planters of the amenity terraces above and up from the ground Landscape surrounding the building on all four sides. The building is designed to have 360°

accessibility and visibility. All the services and loading is done internally hidden away from sight of public right of ways.

**Access:** This neighborhood center will have retail access along Shadow Mountain Drive. Each individual unit will be located in the main tower and have its own parking in an attached parking garage. Access to the parking garage will be from Pebble Beach Drive where an entrance ramp to the 5 story parking garage will be located. Pedestrian access will be from a pedestrian bridge which connects the tower to the parking garage.

**Setbacks:**

- Principal Front (Shadow Mountain): 7'-5"
- Secondary Front (Pebble Beach DR): 20'-0"
- Side : 45'-0"
- Rear: 89'-6"

**Density:**

- 228 Residential Units
- 219 Hotel Units

**Landscaping:**

- 55,337 SF.

**Parking:**

- 715 parking spaces
- 291,545 SF.

Sub Districts: N/A

Phasing: One Phase

**Floor Area Ratio:**

- 4.30:1

Special Privilege: N/A

**IV. Relationship with Plan for El Paso:**

This district will enhance the neighborhood's economic and social vitality and will follow the overall City of El Paso's goals to revitalize the City and promote higher densities and mixed uses as per the Smart Growth initiatives.

The existing surroundings have a tight walkable community with schools, churches, and retail within walking distance. This district will strengthen it by providing a modern and additional retail, apartments and hotel that will enhance the neighborhood.



Shadow Mountain City Centre Mix Use Table							
		Set Backs				Ceiling Height	Maximum Building Height
Use	Min. Area SF.	Front	Back	N. Side	S.Side		
<b>Commercial Uses</b>						15'-0"	256'-0"
ART GALLERY	400	0	0	0	0	15'-0"	256'-0"
ATHLETIC FACILITY	400	0	0	0	0	15'-0"	256'-0"
AUTOMATED TELLER MACHINE ATM	400	0	0	0	0	15'-0"	256'-0"
BAKERY	400	0	0	0	0	15'-0"	256'-0"
BANK	400	0	0	0	0	15'-0"	256'-0"
BARBER SHOP	400	0	0	0	0	15'-0"	256'-0"
BEAUTY SALON	400	0	0	0	0	15'-0"	256'-0"
BILLIAR AND POOL HALL	400	0	0	0	0	15'-0"	256'-0"
BINGO HALL	400	0	0	0	0	15'-0"	256'-0"
BOOK STORE	400	0	0	0	0	15'-0"	256'-0"
BOUTIQUE	400	0	0	0	0	15'-0"	256'-0"
BOWLING ALLEY	400	0	0	0	0	15'-0"	256'-0"
BREAD AND BAKERY PRODUCT MAN.	400	0	0	0	0	15'-0"	256'-0"
BREWERY	400	0	0	0	0	15'-0"	256'-0"
CAFETERIA	400	0	0	0	0	15'-0"	256'-0"
CLINIC	400	0	0	0	0	15'-0"	256'-0"
COMMUNITY RECREATIONAL FACILITY	400	0	0	0	0	15'-0"	256'-0"
COMPUTER ELECTRONIC PRODUCT ASSE.	400	0	0	0	0	15'-0"	256'-0"
COURIER & MESSAGE SERVICE	400	0	0	0	0	15'-0"	256'-0"
CREDIT UNION	400	0	0	0	0	15'-0"	256'-0"
DELICATESSEN	400	0	0	0	0	15'-0"	256'-0"
ELECTRONIC EQUIPMENT REPAIR	400	0	0	0	0	15'-0"	256'-0"
EXERCISE FACILITY (INDOOR)	400	0	0	0	0	15'-0"	256'-0"
FINANTIAL INSTITUTION	400	0	0	0	0	15'-0"	256'-0"
FLOWER SHOP	400	0	0	0	0	15'-0"	256'-0"
GOVERNAMENTAL USE	400	0	0	0	0	15'-0"	256'-0"
HOBBY STORE	400	0	0	0	0	15'-0"	256'-0"
HOME IMPROVEMENT CENTER	400	0	0	0	0	15'-0"	256'-0"

ICE CREAM PARLOR	400	0	0	0	0	15'-0"	256'-0"
ICE SKATING FACILITY	400	0	0	0	0	15'-0"	256'-0"
LAUNDRY ROOM	400	0	0	0	0	15'-0"	256'-0"
LAUNDRY COMMERCIAL	400	0	0	0	0	15'-0"	256'-0"
MASSAGE PARLOR	400	0	0	0	0	15'-0"	256'-0"
MINIATURE GOLF COURSE	400	0	0	0	0	15'-0"	256'-0"
MOVIE THEATRE(INDOOR)	400	0	0	0	0	15'-0"	256'-0"
MUSIC STORE	400	0	0	0	0	15'-0"	256'-0"
NIGHTCLUB,BAR,COCKTAIL LOUNGE	400	0	0	0	0	15'-0"	256'-0"
OFFICE,PROFESIONAL	400	0	0	0	0	15'-0"	256'-0"
ON SITE PARKING	400	0	0	0	0	15'-0"	256'-0"
OPEN SPACE(COMMON,PUBLIC OR PRIV.)	400	0	0	0	0	15'-0"	256'-0"
OTHER RETAIL STABLISHMENT(HIGH VOLUME)	400	0	0	0	0	15'-0"	256'-0"
OTHER RETAIL STABLISHMENT(LOW VOLUME)	400	0	0	0	0	15'-0"	256'-0"
PARK , PLAYGROUND	400	0	0	0	0	15'-0"	256'-0"
RESTAURANT(DRIVE IN OR WALK IN)	400	0	0	0	0	15'-0"	256'-0"
RESTAURANT SIT DOWN	400	0	0	0	0	15'-0"	256'-0"
SHOE REPAIR SHOP	400	0	0	0	0	15'-0"	256'-0"
SPECIALTY SHOP	400	0	0	0	0	15'-0"	256'-0"
SPORTING GOODS STORE	400	0	0	0	0	15'-0"	256'-0"
STUDIO,DANCE	400	0	0	0	0	15'-0"	256'-0"
STUDIO,PHOTOGRAPHY	400	0	0	0	0	15'-0"	256'-0"
SUPERMARKET	400	0	0	0	0	15'-0"	256'-0"
SUPERSTORE	400	0	0	0	0	15'-0"	256'-0"

<b>Parking</b>							
GARAGE OR LOT PARKING (COMERCIAL)	50,000	0	0	0	0	7'-6"	75'-0"
GARAGE OR LOT PARKING (PRIVATE)	50,000	0	0	0	0	7'-6"	75'-0"

<b>Residential Uses</b>							
APARTMENT(5 OR MORE UNITS)	400	30'-0"	30'-0"	30'-0"	30'-0"	8'6"	256'-0"
HOTEL	200	30'-0"	30'-0"	30'-0"	30'-0"	8'6"	256'-0"

**SCANNED**

9

GF

Doc# 20160055386  
#Pages 8 #Pages 1  
8/8/2016 11:07:59 AM  
Filed & Recorded in  
Official Records of  
El Paso County  
Dalia Briones  
County Clerk  
Fees \$54.00

I hereby certify that this instrument was filed on the date and time stamped  
hereon by me and was duly recorded by document number in the Official  
Public Records of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

*Dalia Briones*

**PLEASE RETURN TO DRAWER 151**  
City of El Paso  
City Clerk's Office, 1<sup>st</sup> Floor  
300 N. Campbell  
El Paso, Texas 79901.

# **ATTACHMENT 5**

## **Planning and Inspections Department - Planning Division**

Recommend approval. The request complies with El Paso City Code Section 20.04.200, Master Zoning Plan

1. There are conditions placed by Ordinance No. 18541 on the parcel already zoned G-MU that will need to be complied with prior to development.
  - a. Existing restrictive covenants and utility easement encroachments shall be addressed prior to the issuance of any building permits.
  - b. Traffic mitigation fees are to be paid prior to the issuance of any building permits.
3. There are existing restrictive covenants recorded that prohibit any single-family, two-family, or multi-family units on the property already zoned G-MU and will need to be addressed prior to development.

## **Planning and Inspections Department – Plan Review & Landscaping Division**

Recommend approval. No objections to proposed rezoning.

1. Buffer and street trees will need to be provided along Pebble Beach Dr, and Shadow Mountain Dr.

***Not required. Pebble Beach Dr. does not extend west across Shadow Mountain Dr.***

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

## **Planning and Inspections Department – Land Development**

Recommend approval.

1. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision.
2. Provide ADA ramps along Shadow Mt. ROW.
3. Verify proposed sidewalks along Shadow Mt. are 5' minimum width considering existing light pole placements.

***Comments to be addressed at the building permitting stage***

## **Fire Department**

Recommend approval.

Aerial access to all buildings: Appendix D, Section D105-Aerial Fire Apparatus Roads. Provide access isle(s) dimensions and turning radius within site.

Please note to the stakeholders that ALL buildings exceeding 60' in height from the lowest level of fire department access will be required to have a NFPA 13 compliant sprinkler system installed. Those buildings would no longer be eligible for a 13R system.

## **Police Department**

No comments received.

## **Environmental Services**

No comments received.

## **Streets and Maintenance Department**

TIA is not required.

## **Sun Metro**

No comments received.

**El Paso Water**

The El Paso Water (EPWater) does not object to this request.

**Water:**

There is an existing 12-inch diameter water main extending along Shadow Mountain Drive, located approximately 7-feet east of and parallel to the west right-of-way line. This main is available for service.

Previous water pressure from fire hydrant #2882, located on Shadow Mountain Enterprise, Median, has yielded a static pressure of 120 psi, a residual pressure of 110 psi, and a discharge of 1,404 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 12-inch diameter sanitary sewer main extending along Shadow Mountain Drive, located approximately 27-feet east of the property. This main is available for service.

A sewer analysis is required due to high density proposal.

**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:

- As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
- The proposed underground storm water drainage shown on the courtyard, shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.

**Texas Department of Transportation**

No comments received.

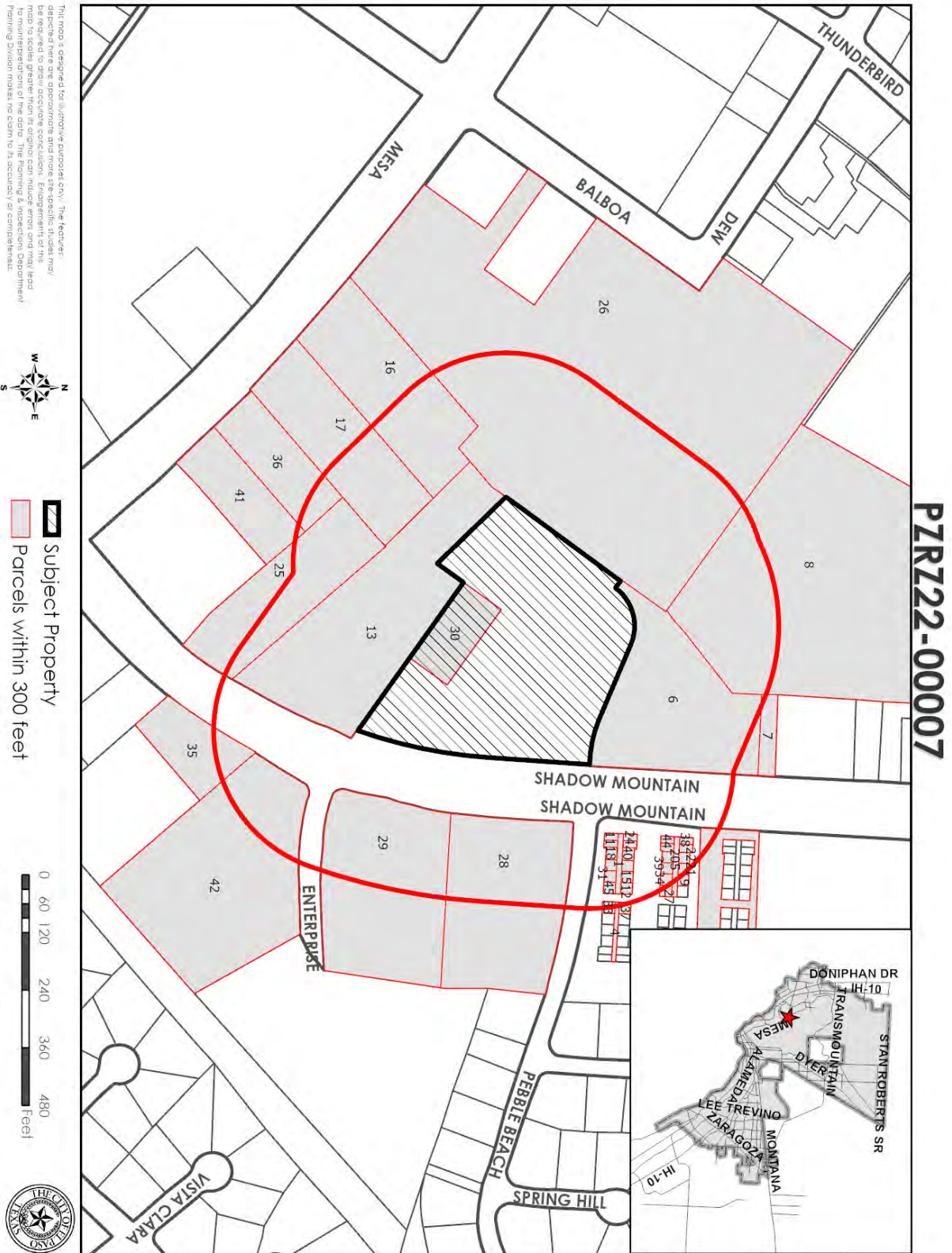
**El Paso County Water Improvement District**

Not within the boundaries of EPCWID1.

**El Paso County 9-1-1 District**

The 911 District has not comments or concerns regarding this zoning.

# ATTACHMENT 6



## ATTACHMENT 7

**Zamora, Luis F.**

---

**From:** Steven Greenberg <steven@siliconspeech.com>  
**Sent:** Thursday, July 7, 2022 4:04 PM  
**To:** Smith, Kevin W.; Zamora, Luis F.  
**Cc:** Marcia Turner  
**Subject:** PZRZ22-00007 201 Shadow Mountain Rezoning Request  
**Attachments:** PZRZ22-00007 Avery Shadow Mountain Rezoning\_Greenberg Letter 7-14-22.docx; PZRZ22-00007 Avery Shadow Mountain Rezoning\_Greenberg Letter 7-14-22.pdf

You don't often get email from steven@siliconspeech.com. [Learn why this is important](#)

**CAUTION:** This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use [Phish Alert](#) or forward to [SpamReport@elpasotexas.gov](mailto:SpamReport@elpasotexas.gov).

Dear Mr. Smith and Mr. Zamora,



Attached is a letter (MS Word and PDF formats) regarding the proposed rezoning request of the Meyers Group for a property they would like to develop into a large apartment complex with commercial spaces.

The letter lays out the case for a traffic survey to ensure the neighborhood won't be harmed by so many new apartments being located just off one of the busiest streets in West El Paso. A map is appended to the letter showing that there is likely to be considerable disruption to the traffic patterns in the neighborhood unless the scale of the project is reduced. The letter goes into more detail about why a survey (and traffic simulation) should be done prior to approving the rezoning request.

I am a data scientist who moved to El Paso a little over three years ago. Even though my house isn't directly impacted by the proposed rezoning and development plan, everyone I've spoken with in my neighborhood in Upper Mesa Hills has expressed concerns about the project's impact on local traffic.

Thank you in advance for your time and consideration.

Sincerely,

Steven Greenberg



Dear Members of the El Paso City Plan Commission:

Thank you for the opportunity to explain why the Avery Shadow Mountain Project **should not be approved in its current form**. The Meyers Group proposes to build nearly 300 apartments and several commercial storefronts on empty land bordering the western edge of Shadow Mountain Drive and which is close to North Mesa Street (**see the appended map**). Although new housing is generally welcome, there is a danger that **the proposed development is too large for the neighborhood to safely absorb**.

**Shadow Mountain Drive is one of the busiest streets in West El Paso.** It serves as a major conduit for traffic originating in several neighborhoods of West El Paso near Mesa Street. It is especially busy during the morning and evening commuting hours.

There are two major concerns with the Meyers Group proposal.

First, the density of the housing proposed for the 4-acre site is much higher than that of nearby housing, creating a potential bottleneck during the busy commuting hours.

Second, there is inadequate provision for vehicles entering and exiting the development. This is due in part to the abbreviated physical offset from the street, creating a potentially dangerous situation in which motorists compete for limited access onto Shadow Mountain, especially at the busiest times when it's already a challenge.

The most recent (2012) publicly available traffic survey for Shadow Mountain Drive shows that it is traversed by thousands of cars every day. Adding the Avery Shadow Mountain residences to the mix will likely exacerbate an already problematic situation.

What will happen if the Meyers Group proposal is approved in its current form? **More traffic accidents** on Shadow Mountain and adjacent streets could occur, endangering El Pasoans and their property. How many more accidents is uncertain, but a proper **traffic survey and simulation can provide data with which to evaluate the risks**.

Another likely consequence of a 300-residence housing project is a **disruption of the neighborhood's traffic flow**. To avoid traffic congestion on Shadow Mountain, many drivers will likely opt for an alternative route. The thoroughfares most likely impacted are Silver Springs, Mesa Hills, and Festival, but other streets near Shadow Mountain may also be affected (**see map**). How badly these roads will be affected is uncertain until a proper traffic survey and simulation are performed. But there is reason to believe the impact will be significant because of what has happened before in this neighborhood. About a dozen years ago, speed bumps had to be installed on Crown Point Drive to deter motorists from using that route as a shortcut in their daily commute. Prior to the speed barriers, residents were unable to safely back out of their driveways in the morning because of the crush of commuters. A comparable logjam on streets close by is likely if the Avery Shadow Mountain project is approved in its current form.

How large a project can be accommodated in Avery Shadow Mountain without undue disruption to neighborhood traffic? A hundred apartments could be a safe upper limit, but there's no need to guess. A detailed traffic survey performed over several weeks on and around Shadow Mountain should provide the necessary data to make an informed decision, especially if it is used as part of a traffic simulation study during the busiest times of day and evening. A revision of the current proposal should also allow for safer ways to enter and exit the development.

I urge the City Plan Commission to commission a traffic study to update the most recent ones published in 2012 (Shadow Mountain) and 2001 (nearby side streets) and use this information to negotiate a downsizing of the Avery Shadow Mountain project to more manageable proportions.

Sincerely,  
Steven Greenberg  
640 Moondale Drive, El Paso, TX  
[steven@siliconspeech.com](mailto:steven@siliconspeech.com)







El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 22-998, Version: 1**

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

##### **All Districts**

Human Resources, Araceli Guerra, (915) 212-1241

#### **AGENDA LANGUAGE:**

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

An Ordinance amending Ordinance 8064 (Classification and compensation Plan) to amend Section 4.5 (Observed Holidays) to add Cesar Chavez Day.

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

**DEPARTMENT:** Human Resources Department

**AGENDA DATE:** August 16, 2022

**PUBLIC HEARING DATE:** August 30, 2022

**CONTACT PERSON AND PHONE:** Araceli Guerra, Managing Director, 915-212-1241

**DISTRICT(S) AFFECTED:** All

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

**SUBJECT:**

An Ordinance amending Ordinance 8064 (Classification and compensation Plan) to amend Section 4.5 (Observed Holidays) to add Cesar Chavez Day.

**BACKGROUND / DISCUSSION:**

On June 22, 2022. City Council directed the City Manager to implement the workweek changed in honor of Cesar Chavez Day and to request that this day be honored going forward as an official City Holiday with the least budgetary impact.

**PRIOR COUNCIL ACTION:**

On September 19, 2020. Ordinance 8064 was amended to implement the workweek changed in honor of June 19 (Juneteenth) and to request that this day be honored going forward as an official City holiday.

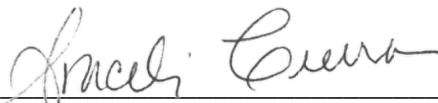
**AMOUNT AND SOURCE OF FUNDING:**

FY 22 budget for each department

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE 8064 (CLASSIFICATION AND COMPENSATION PLAN) TO AMEND SECTION 4.5 (OBSERVED HOLIDAYS) TO ADD CESAR CHAVEZ DAY.**

**WHEREAS**, On March 31, 1927 Cesar Chavez was born. He was an American farm worker, labor leader, and civil rights activist; and

**WHEREAS**, in 2014 President Barack Obama declared March 31<sup>st</sup> as Cesar Chavez Day a national holiday to celebrate the birth and legacy of the civil rights and labor rights activist; and

**WHEREAS**, the City Council of the City of El Paso desires to add Cesar Chavez Day to the list of holidays observed by the City pursuant to the City's Classification and Compensation Plan.

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

- 1. That Section 4.5 (OBSERVED HOLIDAYS) of Ordinance 8064 (CLASSIFICATION AND COMPENSATION PLAN), is amended as follows:**

**4.5 OBSERVED HOLIDAYS**

The following days are hereby declared holidays observed by all the City departments, provided that the provisions of this section shall not apply to members of the Fire Department or to members of the Police Department. who are covered by collective bargaining agreements with the City. (Amended 10/03/95, 6/1/10, 10/2/2018)

1. First day of January (New Year's Day)
2. Third Monday in January (Martin Luther King Holiday)
3. Thirty-first day of March (Cesar Chavez Day) (Added \_\_\_\_\_)
4. Last Monday in May (Memorial Day)
5. June 19 (Juneteenth)
6. Fourth day of July (Independence Day)
7. First Monday in September (Labor Day)
8. Eleventh Day in November (Veterans' Day)(Amended 10/02/2018)
9. Fourth Thursday in November (Thanksgiving Day)

10. The Friday following the fourth Thursday in November (Day after Thanksgiving)(Amended 02/24/09, 06/25/09, 8/25/09)

11. Twenty-fifth Day in December (Christmas Day)

12. Employee's Birthday

When any holiday falls on a Saturday, the preceding business day shall be the day on which the holiday shall be observed by the City departments, provided however that the City Manager or designee shall have the authority to determine the appropriate day of observation of such holiday for employees who are scheduled to work on the holiday. (Amended 6/1/10)

When any holiday falls on a Sunday, the following business day shall be the day on which the holiday shall be observed by the City departments, provided however that the City Manager or designee shall have the authority to determine the appropriate day of observation of such holiday for employees who are scheduled to work on the holiday. (Amended 6/1 /1 0)

Provided however, when the first day of January (New Year's Day) or the twenty-fifth day in December (Christmas Day) fall on a Saturday or Sunday, the preceding business day or the following business day shall be the day on which the holiday shall be observed by the City departments, as determined by the City Manager, who shall also have the authority to determine the appropriate day of observation of such holiday for employees who are scheduled to work on the holiday. (Added 6/1/10)

In addition to the above days, the following days are also declared to be holidays observed by the City departments: (Amended 6/1/10)

1. Any day designated as a holiday by City Council.

A) Holiday Worked. Any department head who finds it necessary to do so, may request some or all employees of his department to report for work on any of these legal holidays.(Amended 02/24/09, 3/6/12)

The department head may do either of the following when employees work a holiday:

1. Arrange for the employee to accrue the holiday and permit the time off within the specified period (12 months of the accrued holiday), or (Amended 02/24/09)
2. Pay employee the holiday, plus the actual numbers of hours worked at straight time. If employee works more than eight hours on a holiday, see Section 3.13 for method of overtime payment. In either case, the department head shall keep a record and report on such overtime work on holidays on the regular payrolls and

on such reports as may be prescribed by the Human Resources Director.  
(Amended 08/28/07 and 02/24/09)

B) Holiday On Scheduled Day Off. Whenever a holiday falls on the employee's scheduled day off, the department head may do either of the following:

1. Arrange for the employee to accrue the holiday and permit the time off within the specified period (12 months of the accrued holiday), or (Amended 02/24/09)
2. Pay the employee the holiday. (Amended 02/24/09)

C) Holiday Accrual. If an employee is allowed to accrue the holiday, the number of hours credited for 8 hours per day, 40 hours per week will be eight (8) hours, for 10 hours per day, 40 hours per week will be ten (10) hours. The maximum accrual for holiday leave time shall not exceed the number of declared legal holidays excluding the birthday holiday. Accrued holidays must be used within 12 months of the accrued holiday and must be taken in the same increment in which it was accrued. (Amended 10/03/95, 3/6/12, 9/17/13)

D) Limitation of Payment or Accrual. An employee whose scheduled workday falls on an observed holiday is limited to one payment or accrual for that observed holiday. (Added 6/1/10)

E) Employee's Birthday. In case of emergency, when the employee's services are needed on his/her birthday, the employee may be required by the department head to work on that day or shift but shall be given equal time off on another day or shift. If the employee's birthday falls on a day on which he would be entitled to be off for some other reason, the birthday holiday may be taken on the next regular work day, provided, however, if work schedules cannot be arranged or if emergencies exist, and only in these cases, the department head may schedule the holiday time off on another day or another shift. (Amended 02/24/09)

Any birthday holiday not taken on the employee's birthday but rescheduled in accordance with the above provisions must be scheduled and taken within fourteen calendar days before or fourteen calendar days after the employee's birthday. (Amended 08/28/07, 02/24/09)

F) Hours of Holiday Pay. The amount of holiday pay for employees who work 40 hours per week, 5 days per week, shall be 8 hours per holiday. The amount of holiday pay for employees who work 40 hours per week, 4 days per week, shall be 10 hours per holiday. Regular part-time employees who work an average of 20 or more hours per week shall be paid holiday pay of a prorated amount of hours based on the average number of paid hours, excluding overtime, in the two pay periods immediately preceding the holiday pay

period. The City Manager shall designate the appropriate work week for employees for purposes of determining holiday pay. (Amended 05/08/90, 3/6/12)

2. **Except as amended herein, Ordinance 8064 shall otherwise remain in full force and effect.**

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leaser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

*Ramona Frazier*  
\_\_\_\_\_  
Ramona Frazier  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Araceli Guerra*  
\_\_\_\_\_  
Araceli Guerra  
Human Resources Director

**ORDINANCE 8064**

**SECTION 4.5 (OBSERVED HOLIDAYS)**

**WITH TRACK CHANGES**



## **ORDINANCE 8064, SECTION 4.5 (OBSERVED HOLIDAYS)**

### **AMENDMENT WITH TRACK CHANGES**

#### **4.5 OBSERVED HOLIDAYS**

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# **ORDINANCE 8064**

## **SECTION 4.5 (OBSERVED HOLIDAYS) WITH ACCEPTED CHANGES**

## **ORDINANCE 8064, SECTION 4.5 (OBSERVED HOLIDAYS)**

### **AMENDMENT WITH ACCEPTED CHANGES**

#### **4.5 OBSERVED HOLIDAYS**

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1. Arrange for the employee to accrue the holiday and permit the time off within the specified period (12 months of the accrued holiday), or (Amended 02/24/09)
2. Pay the employee the holiday. (Amended 02/24/09)

C) Holiday Accrual. If an employee is allowed to accrue the holiday, the number of hours credited for 8 hours per day, 40 hours per week will be eight (8) hours, for 10 hours per day, 40 hours per week will be ten (10) hours. The maximum accrual for holiday leave time shall not exceed the number of declared legal holidays excluding the birthday holiday. Accrued holidays must be used within 12 months of the accrued holiday and must be taken in the same increment in which it was accrued. (Amended 10/03/95, 3/6/12, 9/17 /13)

D) Limitation of Payment or Accrual. An employee whose scheduled workday falls on an observed holiday is limited to one payment or accrual for that observed holiday. (Added 6/1/10)

E) Employee's Birthday. In case of emergency, when the employee's services are needed on his/her birthday, the employee may be required by the department head to work on that day or shift but shall be given equal time off on another day or shift. If the employee's birthday falls on a day on which he would be entitled to be off for some other reason, the birthday holiday may be taken on the next regular work day, provided, however, if work schedules cannot be arranged or if emergencies exist, and only in these cases, the department head may schedule the holiday time off on another day or another shift. (Amended 02/24/09)

Any birthday holiday not taken on the employee's birthday but rescheduled in accordance with the above provisions must be scheduled and taken within fourteen calendar days before or fourteen calendar days after the employee's birthday. (Amended 08/28/07, 02/24/09)

F) Hours of Holiday Pay. The amount of holiday pay for employees who work 40 hours per week, 5 days per week, shall be 8 hours per holiday. The amount of holiday pay for employees who work 40 hours per week, 4 days per week, shall be 10 hours per holiday. Regular part-time employees who work an average of 20 or more hours per week shall be paid holiday pay of a prorated amount of hours based on the average number of paid hours, excluding overtime, in the two pay periods immediately preceding the holiday pay period. The City Manager shall designate the appropriate work week for employees for purposes of determining holiday pay. (Amended 05/08/90, 3/6/12)



Legislation Text

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File #: 22-1014, Version: 1

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**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, Yvette Hernandez, (915) 212-1860

**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 an Agreement for Professional Services by and between the City of El Paso and GARVER, LLC., an Arkansas Limited Liability Company, for a project known as "RUNWAY 8R-26L REHABILITATION ~ CONSTRUCTION MANAGEMENT & INSPECTION SERVICES" for an amount not to exceed ONE MILLION ONE HUNDRED SIXTY FOUR THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$1,164,200); that the City Engineer is authorized to approve additional Basic Services and Reimbursable Expenses for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of ONE MILLION TWO HUNDRED SIXTY FOUR THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$1,264,200); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.



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

**AGENDA DATE:** August 16, 2022  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Yvette Hernandez, PE, (915) 212-1860

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 1 - Cultivate an Environment Conducive to Strong, Sustainable Economic Development

**SUBGOAL:** 1.4 – Grow the core business of air transportation

**SUBJECT:**

Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and **GARVER, LLC.**, a Arkansas Limited Liability Company, for a project known as “**RUNWAY 8R-26L REHABILITATION ~ CONSTRUCTION MANAGEMENT & INSPECTION SERVICES**” for an amount not to exceed **ONE MILLION ONE HUNDRED SIXTY FOUR THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$1,164,200)**; that the City Engineer is authorized to approve additional Basic Services and Reimbursable Expenses for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of exceed **ONE MILLION TWO HUNDRED SIXTY FOUR THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$1,264,200)**; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

**BACKGROUND / DISCUSSION:**

The El Paso International Airport is rehabilitating the pavement for Runway 8R/26L, associated taxiway connectors (TWY S, T, U, and V), and reconstructing a portion of Taxiway U. This project will mill and overlay the runway to replace the aging surface and preserve the useful life of the underlying pavement. Project modifications include upgrading existing airfield lighting and signage components within the adjacent work areas. Improvements also include associated grading and drainage in the project area per FAA specifications.

**SELECTION SUMMARY:**

Consultant selection was based on qualifications pursuant to the Professional Services Procurement Act, 23 CFR, Part 172, and Subchapter A, Chapter 2254, of the Texas Local Government Code. There were five offerors, all with local offices. The recommendation of staff is to award the contract to the offeror based on best demonstrated understanding of the project and FAA requirements, the experience of the project manager and team, and approach to completing the work.

**VARIANCE:**  
N/A

**PROTEST**  
N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$1,164,200.00

Funding Source: Federal Aviation Administration and Airport Enterprise

Account: 562-3010-62330-580270- G62A204002 562-3080-62335-580270- G62A204002

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_ YES \_\_\_ NO**

**PRIMARY DEPARTMENT:** El Paso International Airport


**SECONDARY DEPARTMENT:**

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

Assistant Director Capital Improvement

  
Yvette Hernandez, PE  
City Engineer

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## RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Garver, LLC., an Arkansas limited liability company, for a project known as "Runway 8R-26L Rehabilitation-Construction Management & Inspection Services" for an amount not to exceed \$1,164,200.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$1,264,200.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2022.

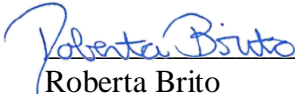
CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser, Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Yvette Hernandez, P.E., City Engineer  
Capital Improvement Department

## CITY OF EL PASO A/E SELECTION SCORESHEET

Rater	SOLICITATION #2022-0690R CM & Inspection Services for EPIA ~ Runway 8R-26L Rehabilitation	
	Garver	Parkhill
Rater 1	84	79
Rater 2	69	66
Rater 3	71	60
Rater 4	76	68
<b>Total Raters Score</b>	300	273
References	10	9
<b>OVERALL SCORE</b>	310	282

#1

Garver

#2

Parkhill

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 **GARVER, LLC**, an **Arkansas** limited liability company, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for the project known as “**Runway 8R-26L Rehabilitation-Construction Management & Inspection 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 **\$1,164,200.00** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment 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 \$1,000,000.00 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:	Garver, LLC Attn: Colin Bible 221 N. Kansas St., Suite 1208 El Paso, Texas 79901
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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.

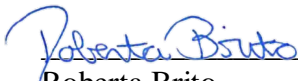
**7.15 TEXAS GOVERNMENT CODE.** In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm 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:**

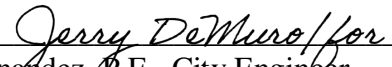
**CITY OF EL PASO:**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

Assistant Director Capital Improvement   
\_\_\_\_\_  
Yvette Hernandez, 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)*



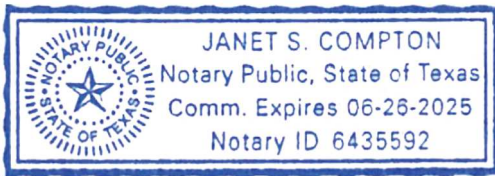
**CONSULTANT:**

By: Colin Bible  
Name: Colin Bible  
Title: Principal

**ACKNOWLEDGEMENT**

THE STATE OF Texas §  
§  
COUNTY OF El Paso §

This instrument was acknowledged before me on this 4th day of August, 2022,  
by Colin Bible, as Principal, on behalf of Consultant.



Janet Compton  
Notary Public, State of Texas

**My commission expires:**

6/26/25

**ATTACHMENT “A”  
SCOPE OF SERVICES**

## **Attachment “A” Scope of Work**

The construction management firm is expected to provide the following:

- Serve as the Owner’s representative for construction; identify and make recommendations for approaches deviating from design documents, specifications and standards;
- Administer all phases of construction contracts from on-site mobilization, submittal reviews, change administration, project control, and closeout; ensure contractor compliance with construction contract requirements;
- Ensure compliance with the City of El Paso’s Capital Improvement Department Construction Document Guidelines;
- Ensure compliance with current Federal Aviation Administration (FAA) advisory circulars
- Provide on-sight construction oversight;
- Stakeholder coordination during construction including project design teams where substantive design changes are requested during construction and/or to respond to requests for information/clarification/deviation;
- Ensure timely responses to contractor inquiries as required from project stakeholders;
- Perform pre-construction/readiness reviews; schedule and lead regular construction progress meetings
- Perform construction inspections and provide quality oversight; coordinate materials testing and verify acceptability of test results;
- Validate contractor schedules and cost estimates; monitor/report project progress and scope, schedule, and budget performance;
- Perform constructability reviews; where feasible ensure that construction impacts to operations at EPIA are minimized;
- Coordinate access, security, and construction with EPIA operations;
- Review and disposition construction submittals, including shop drawings, technical data, samples, etc., requests for information/change/deviation;
- Review/approve progress payment applications;
- Develop and recommend schedule and budget recovery measures as necessary;
- Negotiate change orders, estimate cost of work;
- Provide status reports;

- Develop and maintain change order, correspondence, submittals, and Requests for Proposal/Information (RFP/RFI) logs
- Develop and maintain construction documentation, including meeting minutes, daily reports and other documentation, including photo-documentation, as required;
- Provide value engineering recommendations;
- Review constructability of design alternatives, and recommend appropriate alternative; coordinate reviews as appropriate with design consultant(s) and EPIA operations.
- Coordinate all issues arising from projects to ensure the contractor has all the necessary information to complete projects; and,
- Monitor construction safety and implementation of the contractor(s) safety program and maintain alertness for any security threats that could impact the operation of EPIA.

**ATTACHMENT “B”**  
**CONSULTANT’S FEE PROPOSAL AND HOURLY RATES**

## Exhibit B

### El Paso International Airport RW 8R-26L CM

#### FEE SUMMARY

<b>Title II Service</b>	<b>Estimated Fees</b>
Project Administration And Mobilization	\$ 107,400.00
Construction Phase Services	\$ 1,023,600.00
Grant Closeout Services	\$ 33,200.00
<b>Subtotal for Title II Service</b>	<b>\$ 1,164,200.00</b>

**Exhibit B****El Paso International Airport  
RW 8R-26L CM****Project Administration and Mobilization**

WORK TASK DESCRIPTION	Garver			
	E-6 Senior Project Manager	E-3 Project Manager	E-1 Project Engineer I	E-5 QA/QC Manager
	\$287.00	\$188.00	\$135.00	\$262.00
	hr	hr	hr	hr
<b>1. Project Administration</b>				
Review of Construction Documents	8	24		16
Monthly Project Management Tasks (PM - 10 Months @ 8 hrs/month)	20	80	80	
Procore Setup and Training		12	24	
Mobilization - Permits, Badging, Staging Area, submittals (PM - 4 weeks @ 5 hrs/week)	10	20	20	
Prepare Monthly Invoicing	10	10		
<b>Subtotal - Project Administration</b>	<b>48</b>	<b>146</b>	<b>124</b>	<b>16</b>

<b>Hours</b>	<b>48</b>	<b>146</b>	<b>124</b>	<b>16</b>
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<b>SUBTOTAL - SALARIES:</b>	<b>\$62,156.00</b>
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**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$59.00
Air Travel (\$700)	\$1,400.00
Per Diem (\$64)	\$128.00
Lodging (\$98)	\$196.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$1,783.00</b>
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<b>SUBTOTAL:</b>	<b>\$63,939.00</b>
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<b>SUBCONSULTANTS FEE (ECM International):</b>	<b>\$43,461.00</b>
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<b>TOTAL FEE:</b>	<b>\$107,400.00</b>
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## Exhibit B

### El Paso International Airport RW 8R-26L CM

#### Construction Phase Services

WORK TASK DESCRIPTION	Garver			
	E-6 Senior Project Manager	E-3 Project Manager	E-1 Project Engineer I	E-5 QA/QC Manager
	\$287.00	\$188.00	\$135.00	\$262.00
	hr	hr	hr	hr
<b>1. Civil Engineering</b>				
Prepare for Preconstruction Meeting	1	2	8	
Attend Preconstruction Meeting	12	12		
Prepare for Prepave Meeting	1	2	8	
Attend Prepave Meeting (3 people, on-site)	12	12		12
Prepare and Distribute Prepave meeting minutes		1	2	
Onsite Construction Observation (PM - 4 full weeks for project kickoff and paving startup)		160		
Construction Daily Reports - (PM - 44 weeks @ 2 hr/week)		88	44	
Site Coordination (Contractor, Airport, Designer, FAA, QA Lab Testing, QA Surveyors) - (PM - 44 weeks @ 4 hrs/week, QA/QC - 44 weeks @ 4 hr/week)		176		176
Coordination of Submittals, RFIs, Field Directives, and Change Orders - (PM - 44 weeks @ 2.5 hr/week)		110		
Review of Contractor Pay Applications - (PM - 10 months @ 4 hrs/month)	20	40		
Weekly progress meetings (44 weeks - 1.5 hr/wk for PM, QA/QC)	33	66		22
Monthly site visits (PM - 10 visits @ 12 hr, QA/QC - 5 visits @ 12 hrs/visit)	60	120	60	60
Review Progress Schedules and Labor Reviews- (PM, QA/QC - 44 weeks@1 hrs/week)	11	44		44
Project Administration of Procure (PM/E-1 - 44 weeks @ 2 hrs/wk)		22	44	
FAA Weekly Reports - (44 Weeks - @ 1 Hrs/Wk for PM, 0.5 Hrs/Wk for QA/QC)	10	44		22
FAA Monthly Reports - (10 Months - @ 1 Hrs/Month for PM, 1 Hrs/Month for QA/QC)		10		10
Perform Punchlist Inspection		12		12
<b>Subtotal - Civil Engineering</b>	<b>160</b>	<b>921</b>	<b>166</b>	<b>358</b>



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Hours	160	921	166	358
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SUBTOTAL - SALARIES:	\$335,274.00
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**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$138.00
Air Travel (\$700)	\$16,800.00
Per Diem (\$64)	\$3,072.00
Lodging (\$98)	\$4,704.00
Badging (\$200)	\$800.00

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SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$25,514.00
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SUBTOTAL:	\$360,788.00
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SUBCONSULTANTS FEE ( <b>ECM International</b> ):	\$662,812.00
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TOTAL FEE:	\$1,023,600.00
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## Exhibit B

### El Paso International Airport RW 8R-26L CM

#### Grant Closeout Services

WORK TASK DESCRIPTION	Garver			
	E-6 Senior Project Manager	E-3 Project Manager	E-1 Project Engineer I	E-5 QA/QC Manager
	\$287.00	\$188.00	\$135.00	\$262.00
	hr	hr	hr	hr
<b>1. Civil Engineering</b>				
Project Final Closeout Report	8	8	40	16
<b>Subtotal - Civil Engineering</b>	<b>8</b>	<b>8</b>	<b>40</b>	<b>16</b>

Hours	8	8	40	16
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SUBTOTAL - SALARIES:	\$13,392.00
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#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$108.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$108.00
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SUBTOTAL:	\$13,500.00
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SUBCONSULTANTS FEE (ECM International):	\$19,700.00
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TOTAL FEE:	\$33,200.00
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**ATTACHMENT “C”  
INTENTIONALLY DELETED**

## **ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES**

For the project known as **“RUNWAY 8R-26L REHABILITATION ~ CONSTRUCTION MANAGEMENT & INSPECTION SERVICES”**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$1,164,200** 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.

#### **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 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. The Consultant’s invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> 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 **Attachment "A"** and the Notice to Proceed.

**ATTACHMENT “E”  
INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2022

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).

<b>PRODUCER</b> Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201  www.stephensinsurance.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> 1-800-643-9691 <b>FAX (A/C, No):</b> 501-377-2317 <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Charter Oak Fire Insurance Company (A++XV) <b>INSURER B:</b> Travelers Property Casualty Co of America (A++XV) <b>INSURER C:</b> Travelers Indemnity Co of America (A++XV) <b>INSURER D:</b> Starr Surplus Lines Insurance Company (A XV) <b>INSURER E:</b> Tokio Marine Specialty Insurance Company (A++XV) <b>INSURER F:</b> Underwriter at Lloyd's	<b>NAIC #</b> 25615 25674 25666 13604 23850 AA1122000
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**COVERAGES****CERTIFICATE NUMBER:** 69407305**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: -0- Deductible	<input checked="" type="checkbox"/>		P-630-1G052988-COF-22	7/1/2022	7/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		810-1N886537-22-43-G	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP-6J09853A-22-43	7/1/2022	7/1/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	UB-7K425966-22-43-G	7/1/2022	7/1/2023	<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
D	Professional Liability- Claims Made Including Pollution Liability			1000634123221 Full Prior Acts applies.	7/1/2022	7/1/2023	Each Claim \$2,000,000 Aggregate \$2,000,000
E	Contractor's Pollution Liability			PPK2427376	7/1/2022	7/1/2023	Occurrence & Aggregate \$2,000,000
F	Maritime Employer's Liability			PSR083616	7/1/2022	7/1/2023	Combined Single Limit \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

See Attached  
RE: #2022-0690R Const Management-Inspec Services- EPIA ~ Runway 8R-26L Rehab/ /Garver Project: 22A25600

**CERTIFICATE HOLDER**

#2022-0690R Const Management-Inspec Services- EPIA ~ Runway 8R-26L Rehab/ /Garver Project: 22A25600  
City of El Paso  
6701 Convair Road  
El Paso TX 79925

**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

Ted Grace

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ACORD 25 (2016/03)

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# **ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Stephens Insurance, LLC		<b>NAMED INSURED</b> Garver LLC 221 N. Kansas Street, Suite 1208 Ste. 730 El Paso TX 79901	
<b>POLICY NUMBER</b> P-630-1G052988-COF-22			
<b>CARRIER</b> Charter Oak Fire Insurance Company (A++XV)	<b>NAIC CODE</b> 25615	<b>EFFECTIVE DATE:</b> 7/1/2022	

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** City of El Paso

**ADDRESS:** 6701 Convair Road El Paso TX 79925

The following policy endorsements apply to the Certificate Holder and other named person or organization if you have agreed in written contract:

Certificate Holder is an Additional Insured on the General Liability per Blanket Endorsement CGD414 and Primary & Non-contributory basis by Blanket Endorsement CG2037 Includes Completed Operations.

Certificate Holder is an Additional Insured on a Primary & Non-contributory basis per Blanket Auto Endorsement CAT474.

Certificate Holder is an Additional Insured under the Umbrella policy on a Primary & Non-contributory basis per the follow form wording.

Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability by Blanket Endorsement CGD379.

Waiver of Subrogation applies in favor of the Certificate Holder under the Automobile by Blanket Endorsement CAT353.

Waiver of Subrogation applies under the Umbrella per follow form wording if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Worker's Compensation by Blanket Endorsement WC000313. Form WC420304 Texas. Form WC9903J9 Kansas. WC430306 Utah.

Waiver of Subrogation applies in favor of the Certificate Holder under the Professional Liability. This is provided within the Starr Professional Liability policy form.

30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal, Material Change per Blanket Endorsement ILT804-General Liability & ILT354 (03/98) on the Automobile.

Notice of Cancel, Non-renewal, Material Change will be sent per WC Blanket Endorsement WC9906R5.

Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.

Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

\*\*\* (Notice of Cancel for non-payment of premium will not be provided to the Certificate Holder by Travelers Ins. Co. (applies to the General Liability, Automobile Liability and Umbrella policies).

Valuable Papers is provided under policy P-630-1G052988-COF-22 shown above with a limit of \$500,000.

General Liability policy form CGT001 includes Severability (Separation) of Interest (Insured's) Clause and includes Work within railroad by endorsement CG D3 79.

Worker's Compensation Policy includes coverage for USL&H exposures without endorsement to the policy per endorsement WC000106.





Legislation Text

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File #: 22-1046, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**Districts 1, 3 and 8**

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

International Bridges, David A. Coronado, (915) 212-7505

**AGENDA LANGUAGE:**

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

The linkage to the Strategic Plan is subsection: 1.5 - Stimulate economic growth through transit and bridges integration

**Award Summary:**

Discussion and action on the request that the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order to Duncan Parking Technologies, Inc., the sole source provider for the 2022-0643 Single Parking Meters for a term of three (3) years for an estimated amount of \$1,213,816.00, with the stipulation that the vendor provides an updated sole source letter and affidavit each year. This contract will allow standardization of single space parking meter system and eliminates any modifications or edits to current system.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$595,816.00 for the initial term, which represents a 96.41% increase due to additional supplies and services under this contract.

Department:	International Bridges
Award to:	Duncan Parking Technologies, Inc. Milwaukee, WI
Initial Term:	3 years
Annual Estimated Award:	\$404,605.33
Total Estimated Award:	\$1,213,816.00 (3 years)
Account No.:	532090-564-3300-64850
Funding Source:	Operating Fund
Districts(s):	1, 3 & 8
Sole Source No.:	2022-0643

This is a Sole Source contract.

The Purchasing & Strategic Sourcing and International Bridges Departments recommend that the contract be

awarded as indicated to Duncan Parking Technologies, Inc. the sole source and authorized distributor for Duncan Parking Technologies manufactured parts and services. 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:** August 16, 2022

**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

David A. Coronado, Managing Director of International Bridges, (915) 212-7505

Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

**DISTRICT(S) AFFECTED:** 1, 3 & 8

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

**SUBGOAL:** 1.5 – Stimulate economic growth through transit and bridges integration

**SUBJECT:**

Discussion and action on the request that the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Duncan Parking Technologies, Inc., the sole distributor, provider and manufacturer for the space parking meters for a term of three (3) years for an estimated amount of \$1,213,816.00 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. This purchase will allow standardization of single space parking meter system and eliminates any modifications or edits to current system.

**BACKGROUND / DISCUSSION:**

Duncan Parking Technologies, Inc. is the Sole Source manufacturer and provider for the Duncan Liberty parking meter mechanism, LNG parking meter mechanism, Duncan meter housing, batteries, coin boxes, lock assemblies, keys, coin tracks, card readers, sensors, sensor-compatible double-meter adapter, collection carts, and other replacement parts used in these mechanisms, housing and sensors. Duncan Parking Technologies has not authorized any third-party US distributors, resellers or repair agencies to manufacture and sell these products. This will allow the City to improve customer service by allowing multiple types of payment: debit, credit and cash, the ability to implement progressive and variable rates and provide free blocks of parking time. The award includes the acquisition of sensors installed in the parking meter poles that will provide real-time data about meter occupancy and will greatly enhance enforcement. This will allow the City to deploy real time digital parking guidance maps and offer pay-by-cell options.

**SELECTION SUMMARY:**

Not Applicable

**CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: An increase of \$595,816.00 for the initial term, which represents a 96.41% increase due to additional supplies and services under this contract.

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

Not Applicable

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$1,213,816.00

Funding Source: Parking Meter Fund

Account: 532090-564-3300-64850 (Maintenance and Repair)

522020-564-3300-64850 (Connectivity)

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO**

**PRIMARY DEPARTMENT:** International Bridges

**SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Paul Stresow* for D. Coronado

---

David A. Coronado, Managing Director of International Bridges

**COUNCIL PROJECT FORM  
(SOLE SOURCE)**

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

Please place the following item on the **REGULAR** agenda for the Council Meeting of **August 16, 2022**.

**Strategic Goal 1: Cultivate an Environment Conducive to Strong, Sustainable Economic Development**

The linkage to the Strategic Plan is subsection: 1.5 – Stimulate economic growth through transit and bridges integration

**Award Summary:**

Discussion and action on the request that the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order (s) to Duncan Parking Technologies, Inc., the sole source provider for the 2022-0643 Single Parking Meters for a term of three (3) years for an estimated amount of \$1,213,816.00, with the stipulation that the vendor provides an updated sole source letter and affidavit each year. This contract will allow standardization of single space parking meter system and eliminates any modifications or edits to current system.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$595,816.00 for the initial term, which represents a 96.41% increase due to additional supplies and services under this contract.

Department:	International Bridges
Award to:	Duncan Parking Technologies, Inc. Milwaukee, WI
Initial Term:	3 years
Annual Estimated Award:	\$404,605.33
Total Estimated Award:	\$1,213,816.00 (3 years)
Account No.:	532090-564-3300-64850
Funding Source:	Operating Fund
Districts(s):	1, 3 & 8
Sole Source No.:	2022-0643

This is a Sole source contract.

The Purchasing & Strategic Sourcing and International Bridges Departments recommend that the contract be awarded as indicated to Duncan Parking Technologies, Inc. the sole source and authorized distributor for Duncan Parking Technologies manufactured parts and services. 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**\*\*\*\*\*



## PURCHASING & STRATEGIC SOURCING DEPARTMENT

### SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Balu Subramanya. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Duncan Parking Technologies, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):  
Duncan Liberty parking meter, LNG parking meters, Duncan meter housings. Duncan is also the sole source manufacturer of coin boxes, lock box assemblies, coin tracks, card readers, sensor double meter adapters, collection cards and other replacement parts for these device
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature

SUBSCRIBED AND SWORN to before me on this 22 day of March, 2022



DENNES KIM  
NOTARY PUBLIC STATE OF MARYLAND  
COUNTY OF MONTGOMERY  
My Commission Expires Nov. 9, 2023

NOTARY PUBLIC  
Dennes Kim  
PRINTED NAME  
11/09/2023  
MY COMMISSION EXPIRES

COMPANY NAME: Duncan Parking Technologies, Inc.

ADDRESS, CITY, STATE & ZIP CODE: 11220 W. Lincoln Avenue, West Allis, WI 53227

PHONE: 414-877-5481 FAX NUMBER: 870-741-6806

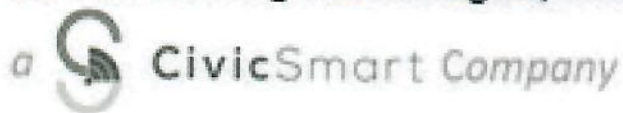
CONTACT NAME AND TITLE: Balu Subramanya

WEB ADDRESS: www.civicsmart.com EMAIL: bsubramanya@civicsmart.com

FEDERAL TAX ID NUMBER: 20-0043793 TEXAS SALES TAX NUMBER: N/A



# Duncan Parking Technologies, Inc.



Duncan Parking Technologies, Inc.  
11220 W. Lincoln Avenue • West Allis, WI 53227  
Phone: (414) 877-5481  
Email: Support@CivicSmart.com

March 22, 2022

Mr. Paul Stresow  
International Bridges  
1001 S. Stanton St.  
El Paso, TX 79901

Dear Mr Stresow:

Duncan Parking Technologies, Inc., (a CivicSmart company) is the original manufacturer and sole source provider of the Duncan Liberty parking meter mechanism, LNG parking meter mechanism, and Duncan meter housings. Duncan is also the sole source manufacturer and provider of batteries, coin boxes, lock assemblies, keys, coin tracks, card readers, sensors, sensor-compatible double meter adapter, collection carts, and other replacement parts used in these mechanisms, housings and sensors.

Duncan Parking Technologies has not authorized any third-party US distributors, resellers or repair agencies to independently manufacture and sell these products.

As a sole source vendor Duncan can provide your agency with system and service advantages not available through any other company. Please do not hesitate to contact me with any questions.

Best Regards,

A handwritten signature in black ink, appearing to read 'Balu Subramanya'.

Balu Subramanya,

President  
Duncan Parking Technologies, Inc.  
bsubramanya@civicsmart.com  
(202) 270-6126

A handwritten signature in black ink, appearing to read 'Dennes Kim'.



DENNES KIM  
NOTARY PUBLIC STATE OF MARYLAND  
COUNTY OF MONTGOMERY  
My Commission Expires Nov. 9, 2023



Legislation Text

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File #: 22-1042, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

Fire, Chief Jonathan P. Killings, (915) 493-5609

**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 that the City Council ratify the award of Contract 2022-0476 Records Management Software to CentralSquare Technologies, LLC, the sole distributor for the Records Management Software (FireRECORDS) and that the City Council accept pricing for Maintenance and Support for a term of three (3) years for an estimated amount of \$310,430.01 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The terms and conditions of the ratified award are included in the Maintenance and Support Agreement. The award of this contract will allow to store asset management, hydrants, inspections and legacy incident records for open records requests.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$55,241.01, which represents a 21.65% increase due to price increases.

Department:	Fire
Award to:	CentralSquare Technologies, LLC
	Lake Mary, FL
Term:	3 years
Annual Estimated Amount:	\$ 98,471.06 (Year 1)
	\$103,394.61 (Year 2)
	\$108,564.34 (Year 3)
Total Estimated Award:	\$310,430.01 (3 Years)
Account No.:	522150-239-1000-15240-P1506
Funding Source:	General Funds - Outside Contracts
Districts(s):	All
Sole Source No.:	2022-0476

This is a Sole Source, service contract.



The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to CentralSquare Technologies, LLC the sole distributor for the Records Management Software (FireRECORDS).

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:** August 16, 2022  
**PUBLIC HEARING DATE:** NA

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

Jonathan P. Killings, Interim Fire Chief, (915) 493-5609  
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** 2 – Set the Standard for a Safe and Secure City

**SUBGOAL:** 2.3 – Increase public safety operational efficiency.

**SUBJECT:**

Discussion and action that the City Council ratify the award of contract 2022-0476 Records Management Software to CentralSquare Technologies, LLC, the sole distributor for the Records Management Software (FireRECORDS) and that the City Council accept pricing for Maintenance and Support for a term of three (3) years for an estimated amount of \$310,430.01 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The terms and conditions of the ratified award are included in the Maintenance and Support Agreement. The award of this contract will allow to store asset management, hydrants, inspections and legacy incident records for open records requests.

**BACKGROUND / DISCUSSION:**

EPFD is seeking to obtain the Records Management Software as a service currently used to track hydrant inspections, personal protective equipment (needs to be tracked from cradle to grave), and historical data consisting of building inspections and incidents. This information needs to be tracked according to state and federal guidelines. The data will also need to be exported into any new system we decide to move to in the future.

**SELECTION SUMMARY:**

NA

**CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: An increase of \$55,241.01, which represents a 21.65% increase due to price increases.

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

NA

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$310,430.01

Funding Source: 522150-239-1000-15240-P1506

Account No.: General Funds – Outside Contracts

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?   X   YES      NO

PRIMARY DEPARTMENT: Fire  
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:



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Interim Fire Chief Jonathan P. Killings, El Paso Fire Department

## RESOLUTION

**WHEREAS**, On November 13, 2018, the City Council approved the sole source award of 2019-460 Software License and Maintenance to Tiburon, Inc for various Fire Department software components; and

**WHEREAS**, the City Council Agenda posting for November 13, 2018 stated that the award was for an estimated amount of \$ 255,189.00 to provide software license and maintenance for a term of three (3) years from September 1, 2018 to August 31, 2021, and

**WHEREAS**, the parties now desire that City Council ratify the Award of 2022-0476 Records Management Software for three years for a total amount of \$310,430.01 from September 1, 2021 to August 31, 2024 to CentralSquare Technologies, the successor in interest to Tiburon, Inc.

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

That the City Council ratify the award of Contract 2022-0476 Records Management Software to CentralSquare Technologies, LLC, the sole distributor for the Records Management Software (FireRECORDS) and that the City Council accept pricing for Maintenance and Support for a term of three (3) years for an estimated, aggregated amount of \$310,430.01 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The terms and conditions of the ratified award are included in the Maintenance and Support Agreement. The award of this contract will allow to store asset management, hydrants, inspections and legacy incident records for open records requests.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

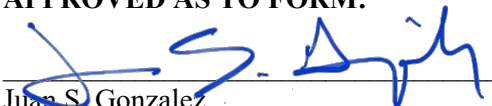
**THE CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leoser  
Mayor

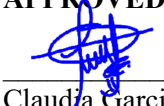
**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Juan S. Gonzalez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Claudia Garcia, Interim Director  
Purchasing and Strategic Sourcing

**COUNCIL PROJECT FORM  
(SOLE SOURCE)**

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

Please place the following item on the **REGULAR** agenda for the Council Meeting of August 16, 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 that the City Council ratify the award of contract 2022-0476 Records Management Software to CentralSquare Technologies, LLC, the sole distributor for the Records Management Software (FireRECORDS) and that the City Council accept pricing for Maintenance and Support for a term of three (3) years for an estimated amount of \$310,430.01 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The terms and conditions of the ratified award are included in the Maintenance and Support Agreement. The award of this contract will allow to store asset management, hydrants, inspections and legacy incident records for open records requests.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$55,241.01, which represents a 21.65% increase due to price increases.

Department:	Fire
Award to:	CentralSquare Technologies, LLC Lake Mary, FL
Term:	3 years
Annual Estimated Amount:	\$ 98,471.06 (Year 1) \$103,394.61 (Year 2) \$108,564.34 (Year 3)
Total Estimated Award:	\$310,430.01 (3 Years)
Account No.:	522150-239-1000-15240-P1506
Funding Source:	General Funds – Outside Contracts
Districts(s):	All
Sole Source No.:	2022-0476

This is a Sole Source, service contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to CentralSquare Technologies, LLC the sole distributor for the Records Management Software (FireRECORDS).

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.



## PURCHASING & STRATEGIC SOURCING DEPARTMENT

### SOLE SOURCE AFFIDAVIT

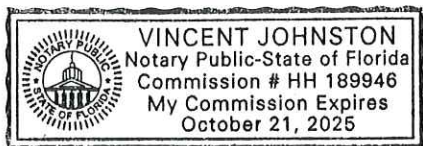
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared \_\_\_\_\_ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Billie O Belcher. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: \_\_\_\_\_
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):  
CentralSquare's - Records Mangement System outlined in Contract 2022-0476
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Billie O Belcher  
Signature

SUBSCRIBED AND SWORN to before me on this 3<sup>rd</sup> day of February, 2022



V. Johnston  
NOTARY PUBLIC

Vincent Johnston

PRINTED NAME

October 21st, 2025

MY COMMISSION EXPIRES

COMPANY NAME: CentralSquare Technologies, LLC

ADDRESS, CITY, S TATE & ZIP CODE: 1000 Business Center Drive, Lake Mary, FL 32746

PHONE: 800-727-8088 FAX: \_\_\_\_\_ NUMBER: \_\_\_\_\_

CONTACT NAME AND TITLE: \_\_\_\_\_ WEB ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FEDERAL TAX ID NUMBER: \_\_\_\_\_

TEXAS SALES TAX NUMBER: \_\_\_\_\_



CentralSquare Technologies, LLC  
1000 Business Center Drive  
Lake Mary, FL 32746

June 14, 2022

City of El Paso  
218 North Campbell, City #2  
El Paso, TX 79901

To Whom It May Concern:

This letter is in response to the City of El Paso's request for a sole source letter from our company. This letter is to confirm that CentralSquare's Public Safety Enterprise Software- Records Management System ("CentralSquare – Records Management System") is a sole source product, manufactured, sold, serviced, and distributed exclusively by CentralSquare Technologies, LLC (CentralSquare). This product must be purchased directly by institutions from CentralSquare at the address listed above. There are no agents or dealers authorized to resell this product. CentralSquare - Records Management System is sold only as a direct transaction between CentralSquare and end Clients.

Sincerely,

DocuSigned by:  
*Ron A Anderson*  
6769F1AD774045B...

Ron Anderson  
Vice President of Sales  
CentralSquare Technologies



CentralSquare Technologies, LLC  
1000 Business Center Drive  
Lake Mary, FL 32746  
[www.centalsquare.com](http://www.centalsquare.com)

# SOFTWARE SUPPORT AGREEMENT

**CentralSquare Technologies, LLC**



## SOFTWARE SUPPORT AGREEMENT

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## SOFTWARE SUPPORT AGREEMENT

**Client:** City of El Paso, TX  
**Address:** 416 N. Stanton, Suite 200  
**City, State, Zip:** El Paso, TX 79901  
**Phone, Fax:** 919-212-5618  
**Contact Name:** Deputy Chief Dennis Redd

This Software Support Agreement (this “Agreement”) is made by and between CentralSquare Technologies, LLC, referred to herein as “CentralSquare”, as successor in interest to Tiburon, Inc., with offices at 1000 Business Center Drive, Lake Mary, FL 32746, and the entity named above, referred to herein as “Client” (who together are referred to as the “Parties”, or individually as “Party” herein), with reference to the following facts.

A. WHEREAS, Tiburon, Inc. and Client have entered into a Master Support Agreement dated November 13, 2018, (“Master Support Agreement”); and

B. WHEREAS, this Software Support Agreement (this “Agreement”) supersedes and replaces the Master Support Agreement, and is entered into to provide continued Software Support for Client’s licensed CentralSquare software applications for a period as further defined herein.

NOW, THEREFORE, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, CentralSquare and Client agree as follows:

### 1.0 DEFINITIONS

1.1 All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given them in the Definitions section of the Purchase Agreement, which section is incorporated by reference herein as though set forth in full.

### 2.0 TERM AND TERMINATION

2.1 This Agreement’s term is September 1, 2021 through August 31, 2022 after which this Agreement shall automatically renew for successive one (1) year terms, up to a maximum of three (3) years. Support fees will be paid on an annual basis. Software support for subsequent terms shall be subject to renewal of this Agreement and payment of the renewal Software Support fees. On or before the expiration of the then current support term, and at each annual anniversary thereof, CentralSquare shall provide to Client a Software Support Renewal Notice for signature. CentralSquare reserves the right to change the terms and conditions upon which Support shall be offered for renewal terms, subject to written notice to Client.

**2.2** Either party may terminate this Agreement upon written notice to the other party in the event that (i) the other party fails to comply with any material term or condition of this Agreement, provided that such failure has not been cured within thirty (30) days receipt of written notice of such failure; or (ii) the other party's business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination; or (iii) written notice of termination for convenience is provided by one Party to the other Party within ninety (90) days' prior to the end of the then current support term.

### **3.0 SUPPORT FEE(S)**

**3.1** Software Support fee(s) to be paid by Client for the initial term of this Agreement are established based on the software licenses purchased under the System Purchase Agreement. The Software Support fee for the first renewal term shall be the amount specified in Addendum A hereto, subject to the adjustments as described in 3.2.

**3.2** Unless otherwise terminated as provided herein, CentralSquare shall notify Client prior to the end of the initial support term of the Software Support fees for the first renewal term. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term and are due for all CentralSquare Software applications and modules licensed to Client. Software Support fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%. Additional licenses purchased by Client during any annual support period will result in additional support fees which shall be prorated to be coterminous with Client's then current support period.

**3.3** Software Support fees do not include reasonable travel, food or lodging expenses incurred by CentralSquare for support services provided at Client's site or other locations remote from CentralSquare's principal place of business. Such expenses shall be paid by Client on receipt of CentralSquare's invoice for such expenses. Travel costs submitted for reimbursement will be actual costs, plus a five percent (5%) administrative fee.

**3.4** If Client ceases to keep in force an annual Software Support Agreement, any resumption of such annual support shall be subject to payment by Client of all past unpaid Software Support fees in addition to the Software Support fee for the current support year. Payment of applicable fees for any additional services required to bring Client's system current, which fees shall be charged at CentralSquare's then current rates for such services, shall also be the responsibility of the Client. Client acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred, and resources devoted by CentralSquare to further development, enhancement and support of the CentralSquare Software must be spread over CentralSquare's client base and fairly shared by all CentralSquare Software users.

**3.5** All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid. Failure to pay annual Software Support fees when due may result in a notice of termination in accordance with section 2.3.



### **Remittance Address for Payments Only:**

CentralSquare Technologies, LLC  
12709 Collection Center Drive  
Chicago, IL 60693

3.5.1 Payments may be made by check; wire transfer; or Automated Clearing House ("ACH"). CentralSquare will provide banking information if Client requests to pay by wire transfer or ACH.

**3.6** Except for taxes for which Client provides CentralSquare with written certification of its tax-exempt status, if CentralSquare is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Client's use thereof, then such taxes shall be invoiced to and paid by Client on receipt of such invoice.

## **4.0 SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT**

**4.1** CentralSquare will provide support services as more fully described in Addendum B.

**4.2** Client shall appoint a principal point of contact with a level of knowledge of the CentralSquare Software and Client's computer environment to manage the reporting of Software Errors to CentralSquare in accordance with the Software Error Guidelines and Procedures set forth in Addendum B. CentralSquare reserves the right to request that Client appoint a replacement point of contact upon reasonable written notice to Client.

**4.3** At all times during the term of this Agreement or any renewal period, each party shall ensure that its employees do not engage in a disrespectful, disruptive, demeaning, or otherwise inappropriate or abusive manner in dealing with the other party and its employees. Any such behavior shall be reported to the party's supervisor, manager, or executive as applicable for corrective action. A party's failure to remedy any reported issues related to employee misconduct, including removal of the offending employee from direct contact with the other party, may be cause for termination in accordance with section 2.3 herein.

## **5.0 SOFTWARE ERROR CORRECTION AND ACCESS**

**5.1** If, during the term of this Agreement, Client determines that Software Error(s) exist, it will first follow any error procedures specified in the CentralSquare Documentation. If following the error procedures does not correct the Software Error, Client shall promptly notify CentralSquare pursuant to the guidelines and procedures described in Addendum B, setting forth the defects noted with specificity requested by CentralSquare. Upon notification of a reported Software Error, CentralSquare shall attempt to reproduce and verify the error and, if so verified, will manage the Software Error(s) in accordance with Addendum B. If CentralSquare is unable to reproduce the Software Error at CentralSquare's facility, the Client will assist in the research of a support issue including logging or other diagnostic tools as provided by CentralSquare. CentralSquare will provide onsite assistance if the Client and CentralSquare determine that it is necessary for CentralSquare personnel to travel to Client's site to reproduce the error. If it is determined that reported problem was caused by the CentralSquare Software, CentralSquare will be responsible for its travel and related expenses for the onsite visit. In the event that the reported problem is determined to be the result of Equipment, Subcontractor Software or Hardware, or

System Software, or is otherwise not attributable to the CentralSquare Software Client shall reimburse CentralSquare for its travel expenses incident to the on-site visit, as well as CentralSquare's labor related to the on-site visit at its then current hourly rates for technical support and engineering.

5.1.1 If, during the term of this Agreement, Client experiences performance issues with the CentralSquare Software related to user transaction times (the elapsed time between electronically requesting information [i.e., depressing the "enter" key or mouse button] to the appearance of the data requested on the next screen) that materially degrades the operational use of the CentralSquare Software, the Client shall notify CentralSquare in accordance with Addendum B. CentralSquare will assist the Client to determine the source of the user transaction times issue (CentralSquare Software, third party products, Client supplied network, etc.). If the related to user transaction times is found to be caused by the CentralSquare Software, CentralSquare will use commercially reasonable efforts to resolve the issue according to the Priority status (defined in Addendum B) assigned based on the Subsystem, transaction type, and operational impact on the Client's Users.

**5.2** CentralSquare maintains a Security program for managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

**5.3** If required by the Client, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare Offices. This provision will apply during the duration of this Agreement.

## **6.0 SOFTWARE UPDATES**

**6.1** From time to time at CentralSquare's discretion, Updates to the CentralSquare Software and CentralSquare Documentation will be developed and provided to Client. All Updates to the CentralSquare Software and CentralSquare Documentation shall be subject to the terms and conditions of the Purchase Agreement and shall be deemed licensed CentralSquare Software thereunder. (Updates do not include new versions or separate modules or functions that are separately licensed and priced.)

## **7.0 LIMITATIONS**

**7.1** Software Support for the CentralSquare Software shall be subject to and conditional on Client's implementation and use of a version of the CentralSquare Software that is the most current general release version thereof that is offered to Client. If Client does not implement the most current general release version when it is made available, CentralSquare shall only be obligated to provide Software Support for Client's version of the CentralSquare Software for a

period of twelve (12) months thereafter.

**7.2** CentralSquare shall not be obligated to provide Software Support if Client is not current on the payment of all Software Support fees and expenses.

**7.3** If any of the following circumstances exist, CentralSquare shall be entitled to charge additional Software Support fees plus expenses at its then current rates:

**7.3.1** Problems in the CentralSquare Software are caused by modification of the CentralSquare Software, Subcontractor Software or Hardware, System Software, or Equipment by Client or a third party.

**7.3.2** Problems in the CentralSquare Software are caused by the CentralSquare Software not being used in accordance with the CentralSquare Documentation, or other instructions provided by CentralSquare, or by misuse or neglect.

**7.3.3** Problems in the CentralSquare Software are caused by software not provided by CentralSquare, not approved by CentralSquare in writing or not specified as compatible in the CentralSquare Documentation. (The procedures for loading third party software on a Workstation or Server are set forth in paragraph 7.4 of this Agreement.)

**7.3.4** Problems in the CentralSquare Software are caused by equipment which does not meet the configuration requirements, or Client does not maintain the site and facility as specified in the CentralSquare Documentation.

**7.3.5** Problems in the CentralSquare Software are caused by one or more computer viruses that have not been introduced into Client's system by CentralSquare. Client shall maintain up- to-date virus checking software in accordance with CentralSquare Documentation and shall check all software received from CentralSquare or any other person or entity for viruses before introducing that software into any part of the CentralSquare System. If desired by Client, CentralSquare will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by CentralSquare, CentralSquare will provide a virus-free copy of the CentralSquare Software, and will, at its expense, reload said software on Client's Equipment. Client shall practice reasonable back-up procedures for the CentralSquare System in accordance with CentralSquare Documentation.

**7.3.6** Problems in the CentralSquare Software are caused by Subcontractor Software or System Software, including but not limited to operating system software.

**7.3.7** Problems in the CentralSquare Software are caused by Equipment or software provided by Client or third parties with which the CentralSquare Software interfaces or operates (including but not limited to Subcontractor Software or Hardware or System Software), including but not limited to problems caused by changes in such Equipment or software.

**7.4** If, at any time after installation of the System, Client desires to load on a Workstation or Server any software not provided by CentralSquare, it shall, before loading such software, follow the procedures regarding third party software compatibility in the CentralSquare Documentation, and contact the CentralSquare Customer Service Department at the telephone



numbers listed in Addendum B for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by CentralSquare with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations.** Client agrees that if the loading of such third-party software degrades the performance of the System, Client shall immediately uninstall such software. Client shall absolve, discharge and release CentralSquare from any obligations or liabilities related to operation or performance of the System, the CentralSquare Software, Subcontractor Software, or any other item provided by CentralSquare under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

**7.5** CentralSquare Software Support under this Agreement, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by CentralSquare and the mutual agreement of the parties as to the terms and conditions under which such services are rendered. Absent such agreement, CentralSquare shall be under no obligation, express or implied, with respect to such Third-Party Changes.

**7.6** Problems in the CentralSquare Software or transmission of data caused by wireless services are not warranted by CentralSquare, or covered under the terms of this Agreement. Client's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at Client's sole risk.

**7.7** Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

## **8.0 EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE**

**8.1** Maintenance and support for Equipment provided under the Purchase Agreement (except as otherwise stated therein) is not included under this Agreement. However, since proper computer equipment maintenance is required for proper system operation, Client shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the CentralSquare Software, or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may contact CentralSquare using the procedures described in Addendum B. CentralSquare shall thereupon provide Help Desk services to Client with respect to the reported problem and reasonable assistance, as defined in 8.2 below, in determining the cause of the reported problem. Notwithstanding the above, CentralSquare is not and shall not be a party to such third-party maintenance agreements nor shall CentralSquare have any obligation or liability thereunder.

**8.2** Maintenance and support for Subcontractor Software, Subcontractor Hardware, or System Software sold or licensed under the Purchase Agreement shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers, or the provisions of the applicable Subcontract support terms provided hereto as Addendum C, if applicable, if continued annual support for the applicable Subcontractor Software is provided under this Agreement as further defined herein. If Client determines that an item of Subcontractor Software or Hardware, or System Software provided under the Purchase Agreement does not perform as provided in the applicable Specifications, Client may contact CentralSquare using the procedures described in Addendum B. CentralSquare shall thereupon provide Help Desk services to Client with respect to the reported problem and provide reasonable assistance to Client in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a CentralSquare Software issue or an issue with a Third-Party Item that needs to be addressed by the applicable Vendor. As part of the evaluation process, CentralSquare will share with the Client non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led CentralSquare to diagnose the Third Party Item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affect the operation of the CentralSquare Software and are not caused by a Client specific installation or configuration of the O/S, CentralSquare will work with Microsoft to coordinate the resolution. Notwithstanding the above, CentralSquare is not and shall not be a party to such third-party maintenance agreements nor shall CentralSquare have any obligation or liability thereunder.

## **9.0 INDEMNIFICATION & LIMITATION OF LIABILITY**

**9.1** CentralSquare or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents 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, however, CentralSquare shall not be required to indemnify Client for any claims or actions caused to the extent of the negligence or wrongful act of Client, its employees, agents, or contractors. 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 Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. CentralSquare 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 CentralSquare 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. CentralSquare will pay all judgments finally establishing liability of the City in actions defended by CentralSquare pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by CentralSquare, 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 City's property or personnel.



to the CentralSquare's property from any cause.

**9.2** The total liability of CentralSquare for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the Software Support fees paid under this Agreement by Client to CentralSquare for the twelve (12) month term during which the cause of action for such claim or damage arose or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by CentralSquare's insurance carrier(s), the coverage limits of such insurance.

**9.3 IN NO EVENT SHALL CENTRALSQUARE BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE CENTRALSQUARE SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.**

## **10.0 DISPUTE RESOLUTION**

**10.1** The Parties desire to first attempt to resolve certain disputes, controversies and claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at either CentralSquare's, or the Client's location as determined by the Parties, and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute with sixty (60) days of the initial written request, either Party may take appropriate legal action.

## **11.0 SEVERABILITY**

**11.1** If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

## **12.0 FORCE MAJEURE/EXCUSABLE DELAY**

**12.1** Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary

to compensate for such delay.

### **13.0 CONSTRUCTION AND HEADINGS**

**13.1** The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

### **14.0 WAIVER**

**14.1** The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.

**14.2** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

### **15.0 ENTIRE AGREEMENT**

**15.1** This Agreement and its Addenda or Amendment(s) represent the entire agreement between the parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

### **16.0 APPLICABLE LAW**

**16.1** Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Texas without regard to its conflict of law.

### **17.0 ASSIGNMENT**

**17.1** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, upon the express written assumption of the obligations hereunder by the assignee.

### **18.0 NOTICES**

**18.1** All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth below, or such other address as provided in writing. Such notices



shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

To CentralSquare:

CentralSquare Technologies, LLC  
1000 Business Center Drive  
Lake Mary, FL 32746  
Attn: Legal/Contracts

To Client:

City of El Paso  
300 North Campbell  
El Paso, TX 79901  
Attn: City Manager

Copy to:

City of El Paso  
416 N. Stanton, Suite 200  
El Paso, TX 79901  
Attn: Fire Department

## **19.0 GENERAL TERMS**

**19.1** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as consent to any assignment of this Agreement by either party except as provided in the ASSIGNMENT section of this Agreement.

**19.2** This Agreement shall not become a binding contract until signed by an authorized officer of both parties, and it is effective as of the date so signed.

**19.3** This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

**19.4** The provisions contained herein shall not be construed in favor of or against either party because that party or its counsel drafted this Agreement but shall be construed as if all parties prepared this Agreement.

**19.5** Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

**19.6** A facsimile or scanned signature copy of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement shall be treated as an original in all respects; the Parties agree that any document in electronic format or any document



reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

**19.7** This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

**19.8 EACH PARTY'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION, BUSINESS FORM OR OTHERWRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY EACH PARTY.**

City of El Paso, TX

CentralSquare Technologies, LLC

Accepted By (Signature)

DocuSigned by:  
*Daniel R. Maier*

Accepted By (Signature)

Printed Name

Daniel R. Maier

Printed Name

Title

CRO

Title

Date

6/23/2022

Date



## ADDENDUM A SUPPORT FEES

Based on Client's current licensed CentralSquare Software, the support fees for Client's annual support term(s) are set forth below:

Account Name	Product Name	Start Date	End Date	Quantity	2021-2022	2022-2023	2023-2024
City of El Paso, TX	Escrow Annual Maintenance Fee	1-Sep	31-Aug	1	\$ 2,375.45	\$ 2,494.22	\$ 2,618.93
City of El Paso, TX	FireRECORDS (Enterprise Fire) Annual Maintenance Fee	1-Sep	31-Aug	1	\$ 85,998.80	\$ 90,298.74	\$ 94,813.68
City of El Paso, TX	Interfaces Annual Maintenance Fee	1-Sep	31-Aug	1	\$ 7,450.47	\$ 7,823.00	\$ 8,214.15
City of El Paso, TX	Microfocus Annual Maintenance Fee	1-Sep	31-Aug	1	\$ 1,385.67	\$ 1,454.96	\$ 1,527.71
City of El Paso, TX	PCR-002/Geodata (GCT) Annual Maintenance Fee	1-Sep	31-Aug	1	\$ 1,187.73	\$ 1,247.11	\$ 1,309.47
City of El Paso, TX	Rounding Annual Maintenance Fee	1-Sep	31-Aug	1	\$ 72.93	\$ 76.58	\$ 80.41
<b>Total</b>				<b>6</b>	<b>\$ 98,471.06</b>	<b>\$ 103,394.61</b>	<b>\$ 108,564.34</b>

Prior to the end of the then current support term, and each subsequent annual support term, CentralSquare will forward an invoice to Client for the annual support fee, which fees are subject to increase in accordance with section 3.2 of this Agreement. An increase in the CentralSquare Software licenses granted to Client will result in an increase in the Software Support fee.

## ADDENDUM B

### SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

This Software Technical Support describes the terms and conditions relating to technical support that CentralSquare will provide to Client during the Term of the Agreement.

#### 1. **Product Updates and Releases**

- 1.1. **Updates.** From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal “Update” to the Software. If Client is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Client with the Update and related Documentation.
- 1.2. **Releases.** Client shall promptly agree to install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

#### 2. **Telephone Support & Support Portal**

- 2.1. **Hours.** CentralSquare shall provide to Client, Monday through Friday, 7:30 A.M. to 8:30 P.M. (Eastern Time) toll-free phone number (800-987-0911), excluding holidays. CentralSquare shall provide to Client, during the Support Hours, commercially reasonable efforts in solving errors reported by the Client as well as making available an online support portal. Client shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Client location(s) if and when CentralSquare and Client agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of CentralSquare, then Client shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Client must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Amendment, including remote access to the Specified Configuration.
- 2.2. **Urgent and Critical Priority Telephone Assistance after Normal Customer Service Hours.** After Normal CentralSquare Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service. When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

### 3. **Website Support**

Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to CentralSquare's most current information. Client will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

### 4. **Exclusions from Technical Support Services**

CentralSquare shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If Client requests support services for a problem that CentralSquare reasonably believes was caused or exacerbated by a Nonqualified Product, CentralSquare shall provide notice thereof to Client along with a quoted price for the support services; Client must approve the incurrence of such charges in writing prior to CentralSquare rendering the services. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

### 5. **Client Responsibilities**

In connection with CentralSquare's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 5.2 Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 Maintain the designated computer system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;
- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any policies of CentralSquare posted on the CentralSquare website following notice from CentralSquare to Client;
- 5.7 Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and





5.8 Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

## 6. Security:

6.1 CentralSquare maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

6.2 If required by the Client, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare Offices. This provision will apply during the duration of this Agreement.

7. Priorities and Support Response Matrix: The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Software Technical Support. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
<b>Priority 1 –</b>  <b>Urgent</b>	<p>Normal Customer Service Hours Support for live operations on the production system: A system down or not functioning event, and no procedural workaround exists. This is defined as the following:</p> <ul style="list-style-type: none"> <li>CentralSquare server software inoperative</li> <li>Loss of ability for all users to log on to system</li> <li>Loss of transactional data &amp; transactional data corruption</li> </ul> <p>This means one or more critical server components are nonfunctional disabling the software or the field</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 1 case within one hour after opening.</p> <p><i><b>After Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 800-987-0911.</b></i></p> <p>Priority 1 issues must be called in via 800-987-0911 in order to receive this level of response.</p>



	reporting capabilities of workstations.	
<b>Priority 2 – Critical</b>	<p>Normal Customer Service Hours Support for live operations on the production system: A serious Software Error that disrupts operations but there is capacity to remain productive and maintain necessary business level operations. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>• Loss of ability for CentralSquare users to enter Case (Incident, Arrest and Custody) records into the system</li> <li>• Unable to book or release inmates</li> </ul> <p>A significant number of the workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 2 case within two hours after opening.</p> <p><b><i>After Normal Customer Service Hours: One (1) hour minute call back after Client telephone contact to 800-987-0911.</i></b></p> <p>Non-Urgent Priority issues may also be reported via <a href="https://support.centalsquare.com/s/contrac-us">https://support.centalsquare.com/s/contrac-us</a></p>
<b>Priority 3 – Non-Critical</b>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of an Urgent or Critical Priority, has a workaround available, and involves partial loss of noncritical functionality. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>• Loss of Non-Urgent Data (with “Non- Urgent” being defined as not causing an error classified as a Priority 1 or Priority 2 error (above).</li> <li>• NIBRS State reporting issues that cause agency reports to exceed State error submission limits</li> </ul>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative. CentralSquare initially responds to a Priority 3 case within eight business hours after opening.</p> <p>Non-Critical Priority issues may also be reported via <a href="https://support.centalsquare.com/s/contrac-us">https://support.centalsquare.com/s/contrac-us</a></p> <p>Non-Critical Priority issues are not managed after Normal Customer Service Hours.</p>

	<ul style="list-style-type: none"> <li>• UCR reporting multiple occurrence of inaccurate data</li> </ul>	
<b>Priority 4 – Minor</b>	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. The inconvenience is slight and can be tolerated.</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative. CentralSquare initially responds the next business day after the point of opening a Priority 4 case during CentralSquare's normal local business hours or within two business days after a P4 case is opened outside of CentralSquare's normal local business hours.</p> <p>Minor Priority issues may also be reported via <a href="https://support.centalsquare.com/s/contrac-us">https://support.centalsquare.com/s/contrac-us</a></p> <p>Minor Priority issues are not managed after Normal Customer Service Hours.</p>

**8. Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Amendment if the failure is caused by adverse impact due to:

- 8.1. defectiveness of the Client's environment, Client's systems, or due to Client corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.
- 8.2. denial of reasonable access to Client's system or premises preventing CentralSquare from addressing the issue.
- 8.3. material changes made to the usage of the Software by Client where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Client or its subcontractors, of communications links necessary to the proper performance of the

Software.

8.4. a force majeure event, or the negligence, intentional acts, or omissions of Client or its agents.

- 9. Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
<b>Priority 1 – Urgent</b>	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 24 hours after notification.
<b>Priority 2 – Critical</b>	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	CentralSquare will work to provide the Client with a solution that allows the Client to resume normal operations on the production system which may include a fix on the system prior to the next planned commercial release of the applicable CentralSquare product software.
<b>Priority 3 – Non - Critical</b>	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.	CentralSquare will work to provide the Client with a resolution reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the software. Priority 3 issues have priority scheduling in a subsequent release.
<b>Priority 4 – Minor</b>	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.



**10. Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Client business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above for regular System Maintenance.

10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

**11. Training.** Outside the scope of training services purchased, if any, Client is responsible for the training and organization of its staff in the operation of the Software.

**12. Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all Intellectual Property Rights in development work performed and Client may request consulting and development work from CentralSquare as a separate billable service.



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 22-1052, **Version:** 1

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### **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, Yvette Hernandez, (915) 212-1860

#### **AGENDA LANGUAGE:**

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

An Ordinance calling a Bond Election to be held in the City of El Paso, Texas, on November 8, 2022, making provisions for the conduct of the election and resolving other matters incident and related to such election.

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

**DEPARTMENT:** Capital Improvement Department

**AGENDA DATE:** Introduction and Public Hearing: August 16, 2022

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Yvette Hernandez P.E., City Engineer, 212-1860

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 3 -Promote the Visual Image of the City,

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

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

Goal 8- Nurture and Promote a Healthy, Sustainable Community

**SUBJECT:**

Discussion and action on an ordinance calling a bond election to be held in the City of El Paso, Texas, on November 8, 2022, making provisions for the conduct of the election and resolving other matters incident and related to such election.

**BACKGROUND / DISCUSSION:**

On December 2, 2021, Mayor and Council adopted an updated Strategic Plan. As part of this action, five additional strategic goals were included to be part of an overall 30 strategic goals to be implemented by 2030. One of the new strategic goals identified within the Strategic Plan is:

“Develop a bond package focused on addressing identified community priorities and needs aligned with targeted areas of investment.”

To implement this goal, a proposed strategy and timeline to accomplish this was brought forward on January 2022. Finally, on April 26, 2022, the results of the public engagement and program recommendations based on these findings were presented and accepted by City Council.

Finally, on July 5, 2022, the City Council took action requesting the preparation of an ordinance calling for a bond Election following the adoption of the propositions and associated projects.

**PRIOR COUNCIL ACTION:**

Adoption of an updated Strategic Plan, December 2, 2021 and finalization of the bond propositions and project list on July 5, 2022.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Gvette Hernandez*

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

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE CALLING A BOND ELECTION TO BE HELD IN THE CITY OF EL PASO, TEXAS, ON NOVEMBER 8, 2022, MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION.**

WHEREAS, the City Council (the "City Council") of the City of El Paso, Texas (the "City") hereby finds that an election should be held to determine whether such governing body shall be authorized to issue bonds of the City in the amounts and for the purposes hereinafter identified (the "Election"); and

WHEREAS, the City will conduct the Election in accordance with the laws of the State of Texas (the "State") and applicable federal laws; and

WHEREAS, the City will contract with the elections administrator of El Paso County (the "Administrator") to conduct all aspects of the Election; and

WHEREAS, the City Council hereby finds and determines that it is in the public interest to call and hold the Election at the earliest possible date to authorize the issuance of general obligation bonds for the purposes hereinafter identified;

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

**SECTION 1:** The Election shall be held on November 8, 2022, in the City, which date is not less than seventy-eight (78) nor more than ninety (90) days from the date of the adoption hereof and is a uniform election date pursuant to Texas Election Code, Section 41.001, for the purpose of submitting the following measures:

**CITY OF EL PASO, TEXAS PROPOSITION A**

"SHALL the City Council of the City of El Paso, Texas, be authorized to issue general obligation bonds of the City in the principal amount of \$246,480,000 for permanent public improvements and public purposes, to wit: designing, acquiring, constructing, improving, resurfacing, repairing, extending, expanding, and enhancing streets, thoroughfares, alleys, sidewalks, bridges, streetscapes, screening walls, and other public ways, participation in joint projects with federal, state and local public entities and agencies, computerized signalization and monitoring equipment and other traffic controls, grade separations, street lighting, necessary or incidental utility relocation, associated drainage improvements and acquiring land, easements, rights-of-way, and other real property interests necessary therefor; such bonds to mature serially or otherwise over a period not to exceed forty (40) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied



upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?”

### **CITY OF EL PASO, TEXAS PROPOSITION B**

“SHALL the City Council of the City of El Paso, Texas, be authorized to issue general obligation bonds of the City in the principal amount of \$20,800,000 for permanent public improvements and public purposes, to wit: designing, acquiring, constructing, improving, renovating, repairing, extending, expanding, enhancing, furnishing, and equipping park and recreational facilities, including all abilities playgrounds, shade structures, and open spaces and acquiring land, easements, rights-of-way, and other real property interests necessary therefor; such bonds to mature serially or otherwise over a period not to exceed forty (40) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?”

### **CITY OF EL PASO, TEXAS PROPOSITION C**

“SHALL the City Council of the City of El Paso, Texas, be authorized to issue general obligation bonds of the City in the principal amount of \$5,200,000 for permanent public improvements and public purposes, to wit: designing, constructing, improving, renovating, expanding, enhancing, and equipping City facilities for renewable energy and resource use efficiency improvements and planning, including photovoltaic and solar panel installations, urban heat, mobility and climate action planning, and modernizations to existing City facilities to meet green building standards and in connection with the foregoing, acquiring land, easements, rights-of-way, and other real property interests necessary therefor; such bonds to mature serially or otherwise over a period not to exceed forty (40) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?”

**SECTION 2:** The City Manager or his designee is hereby authorized to execute an election agreement and/or a joint election agreement or similar contract for election services (the “Contract”) and any other necessary contract(s) and agreements, joint or otherwise, with the Administrator, or any other public entity, for the purpose of having El Paso County furnish all or any portion of the election services and equipment needed by the City Clerk to conduct the

Election. The Administrator shall conduct the Election in accordance with the provisions of the Contract. The Contract and election services provided therein shall conform to Chapter 31, Subchapter D, of the Texas Election Code and all other applicable statutes and laws.

The City shall be divided into election precincts for this election and the polling places designated for each election precinct are shown in **Exhibit A**, which is attached hereto and incorporated herein by reference as a part of this Ordinance for all purposes. The election officers and maximum number of clerks for such polling places shall be determined and appointed in accordance with the provisions of the Contract.

On election day, the polls shall be open from 7:00 a.m. to 7:00 p.m.

The main location, dates and times for early voting for this election shall be as shown in **Exhibit B**, which is attached hereto and incorporated herein by reference as a part hereof for all purposes. In addition, mobile voting stations may be authorized and used for early voting at publicly owned buildings in the City as established by the Administrator. **Exhibit B** may be modified to include any changes to early voting designated by the Administrator and to conform to the Contract and the City Clerk is authorized to make any conforming corrections or revisions to Exhibit B. Additional early voting locations may be designated by the Administrator. Lisa Wise, El Paso County Elections Administrator, is hereby appointed early voting clerk and shall appoint and designate deputy clerks for early voting in accordance with the Contract. For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the Contract.

The Central Counting Station for the tabulation and counting of ballots for this election shall be located at the El Paso County Elections Department, 500 E. San Antonio, Suite 314, El Paso, Texas 79901, and the Manager, Tabulation Supervisor, [Programmer,] Presiding Judge and Alternate Presiding Judge at the Central Counting Station shall be appointed and designated in accordance with the provisions of the Contract.

The Manager and Presiding Judge of the Central Counting Station may appoint clerks to serve at such Station, as provided by Section 127.006 of the Election Code.

**SECTION 3:** A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting.

Ballots shall be prepared in accordance with Texas Election Code, and permit electors to vote "FOR" or "AGAINST" the aforesaid measures which shall appear on the ballot substantially as follows:

#### CITY OF EL PASO, TEXAS PROPOSITION A

"THE ISSUANCE OF \$246,480,000 GENERAL OBLIGATION BONDS FOR STREET IMPROVEMENTS INCLUDING SIDEWALKS, STREETSCAPES, AND TRAFFIC CONTROLS AND PLANNING, AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS"

CITY OF EL PASO, TEXAS PROPOSITION B

“THE ISSUANCE OF \$20,800,000 GENERAL OBLIGATION BONDS FOR PARKS AND RECREATION FACILITIES AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS”

CITY OF EL PASO, TEXAS PROPOSITION C

“THE ISSUANCE OF \$5,200,000 GENERAL OBLIGATION BONDS FOR RENEWABLE ENERGY AND RESOURCE USE EFFICIENCY IMPROVEMENTS AND PLANNING AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS”

SECTION 4: All resident qualified electors of the City shall be permitted to vote at such election, and on the day of the election, such electors shall vote at the polling place designated for the election precinct in which they reside. This election shall be held and conducted in accordance with the provisions of Texas Election Code and Texas Government Code, Chapter 1251, and to the extent required by law, all election materials and proceedings shall be printed in both English and Spanish.

SECTION 5: A substantial copy of this Ordinance, including a Spanish translation thereof, shall be posted (i) at City Hall not less than twenty-one (21) days prior to Election Day; (ii) at three additional public places within the City not less than twenty-one (21) days prior to Election Day, (iii) in a prominent location at each polling place on Election Day and during early voting, and (iv) along with any sample ballot prepared for the election, in a prominent location on the City’s internet website not less than twenty-one (21) days prior to Election Day. Notice of the election as required by the Texas Election Code and Chapter 1251 of the Texas Government Code, including a Spanish translation thereof, shall also be published on the same day in each of two successive weeks in a newspaper of general circulation in such City, the first of such publications to appear in such newspaper not more than thirty (30) days and not less than fourteen (14) full days prior to the day of the election

SECTION 6: As required by and in accordance with Section 3.009(b) of the Texas Election Code and as of the date of this Ordinance, the City had outstanding an aggregate principal amount of debt equal to \$1,542,725,000.00 secured by ad valorem taxes; the aggregate amount of interest owed on such City debt obligations, through respective maturity, totaled \$714,334,694.30; and the City levied an ad valorem debt service tax rate for its outstanding debt obligations of \$0.285665 per \$100 of taxable assessed valuation. Based on the bond market conditions on the date of the Council’s adoption of this Ordinance, the maximum interest rate for any series of bonds authorized at the Election is 4.00% (expressed as a net effective interest rate applicable to any such series of bonds). Such estimated maximum rate is provided as a matter of information and in accordance with the requirements of Texas law, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold. The bonds that are the subject of this Election shall mature serially or otherwise over a specified number of years (but not more than 40 years from their date), as prescribed by applicable Texas law.

**SECTION 7:** This Ordinance hereby incorporates the provisions of the Contract, and to the extent of any conflict between this Ordinance and the Contract, the provisions of the Contract shall control. By incorporating all essential terms necessary for a joint election agreement, this Ordinance is intended to satisfy Section 271.002(d) of the Texas Election Code, as amended, without further action of the City Council. The Mayor, City Manager, City Clerk or other appropriate City official, is hereby authorized to correct, modify or change the information in this Ordinance and the attached Exhibits based upon the final form of ballot or final locations, dates and times agreed upon by the Administrator and the City as well as incorporate additional early voting locations as designated by the Administrator. Matters contained in this Ordinance relating to discretionary, procedural matters may be amended by approval of the City Manager, and procedural matters not established by this Ordinance will be established by resolution of City Council. The City Manager and City Clerk, in consultation with the City Attorney, are hereby authorized and directed to take any additional action necessary to comply with provisions of the Texas Election Code or other state and federal statutes and constitutions in carrying out the conduct of the election, whether or not expressly authorized herein.

**SECTION 8:** It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

**SECTION 9:** If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council hereby declares that this Ordinance would have been enacted without such invalid provision.

*[Remainder of page left blank intentionally]*

PASSED AND APPROVED, this the \_\_\_\_ day of August, 2022.

\_\_\_\_\_  
Oscar Leeser, Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine, City Clerk

**Approved as to Form:**

  
\_\_\_\_\_  
Karla Nieman  
City Attorney

**Approved as to Content:**

  
\_\_\_\_\_  
Robert Cortinas  
Chief Financial Officer

(City Seal)

**Exhibit A****ELECTION PRECINCTS AND ELECTION DAY POLLING LOCATIONS**

Election Day: Tuesday, November 8, 2022

Election Day Polling Locations open from 7:00 a.m. to 7:00 p.m.

<b>Polling Place</b>	<b>Address</b>
Anthony City Hall	401 Wildcat Dr. 79821
El Paso County Northwest Annex	435 E. Vinton Rd. 79821
Canutillo Middle School	7311 Bosque Rd. 79835
Canutillo Elementary School	651 Canutillo Ave. 79835
Clint ISD Early College Academy	13100 Alameda Ave. 79836
Rio Valle Woman's Club	521 Mike Maros St. 79838
San Elizario Fire Rescue	1415 San Antonio St. 79849
W.E. Neill Community Center	19210 Cobb Ave. 79853
El Paso County Courthouse	500 E. San Antonio Ave. 79901
South El Paso Senior Citizens Center	600 S. Ochoa St. 79901
El Paso Community College-Rio Grande Campus	906 El Paso St. 79902
Fire Station #3	721 E. Rio Grande Ave. 79902
Lamar Elementary School	1440 E. Cliff Dr. 79902
Mesita Elementary School	3307 N. Stanton St. 79902
El Paso Tennis Club	2510 N. St. Vrain St. 79902
UTEP - Mike Loya Academic Services Building	601 W. Schuster Ave. 79968
Fire Station #7	3200 Pershing Dr. 79903
Cross of Grace Church	4700 Leeds Ave. 79903
Safety and Health Outreach Center	5415 Trowbridge Dr. 79903
Magoffin Middle School	4931 Hercules Ave. 79904
Nations Tobin Sports Center	8831 Railroad Dr. 79904
Logan Elementary School	3200 Ellerthorpe Ave. 79904
Park Elementary School	3601 Edgar Park Ave. 79904
Fire Station #16	3828 Hercules Ave. 79904
Bowie High School	801 S. San Marcial St. 79905
El Paso County Coliseum	4100 E. Paisano Dr. 79905
Hawkins Elementary School	5816 Stephenson Ave. 79905
Clardy Elementary School	5508 Delta Dr. 79905
El Paso County Ascarate Annex	301 Manny Martinez Dr. 79905
Mesa Vista Elementary School	8032 Alamo Ave. 79907
Loma Terrace Elementary School	8200 Ryland Dr. 79907
YWCA-Lower Valley	115 Davis Dr. 79907
Ysleta Community Learning Center	121 Padres Dr. 79907
Lancaster Elementary School	9230 Elgin Dr. 79907

<b>Polling Place</b>	<b>Address</b>
Alicia R. Chacon International School**Formerly LeBarron Park Elementary School	920 Burgundy Dr. 79907
Congressman Silvestre & Carolina Reyes School	7440 Northern Pass Dr. 79911
Sunland Park Mall	750 Sunland Park Dr. 79912
Brown Middle School	7820 Helen of Troy Dr. 79912
Medano Heights	7801 Medano Dr. 79912
Tippin Elementary School	6541 Bear Ridge Dr. 79912
Fire Station #27	6767 Ojo De Agua Dr. 79912
Rosa Guerrero Elementary School	7530 Lakehurst Rd. 79912
YWCA - West	313 Bartlett Dr. 79912
Carlos Rivera Elementary School	6445 Escondido Dr. 79912
Western Hills U.M.C.-Stewart Family Life Center A	524 Thunderbird Dr. 79912
Dr. Green Elementary School	5430 Buckley Dr. 79912
Putnam Elementary School	6508 Fiesta Dr. 79912
Polk Elementary School	940 Belvidere St. 79912
El Paso Community College-Valle Verde	919 Hunter Dr. 79915
Del Norte Heights Elementary School	1800 Winslow Rd. 79915
Ascarate Elementary School	7090 Alameda Ave. 79915
Riverside High School	301 Midway Dr. 79915
Ysleta Pre-K Center	7940 Craddock Ave. 79915
Bel Air Middle School	7909 Ranchland Dr. 79915
Officer David Ortiz Recreation Center	563 N. Carolina Dr. 79915
Transition To Life Career Center	7988 Alameda Ave. 79915
Fire Station #15	115 Shorty Ln. 79922
Zach White Elementary School	4256 Roxbury Dr. 79922
Desertaire Elementary School	6301 Tiger Eye Dr. 79924
Bowling Family YMCA	5509 Will Ruth Ave. 79924
Dr. Joseph E. Torres Elementary School**Formerly Bradley Elementary School	10700 Rushing Rd. 79924
H.E. Charles Middle School	4909 Trojan Dr. 79924
Arlington Park Shelter	10350 Pasadena Cir. 79924
Newman Elementary School	10275 Alcan St. 79924
Parkland High School	5932 Quail Ave. 79924
Whitaker Elementary School	4700 Rutherford Dr. 79924
Coach Archie Duran Elementary School**Formerly Dowell Elementary School	5249 Bastille Ave. 79924
Fire Station #20	8301 Edgemere Blvd. 79925
Cielo Vista Elementary School	9000 Basil Ct. 79925
Edgemere Elementary School	10300 Edgemere Blvd. 79925
Eastwood High School	2430 McRae Blvd. 79925
YISD Central Office	9600 Sims Dr. 79925
Eastwood Heights Elementary School	10530 Janway Dr. 79925
Gary Del Palacio Recreation Center	3001 Parkwood St. 79925

<b>Polling Place</b>	<b>Address</b>
Ross Middle School	6101 Hughey Cir. 79925
Bassett Place	6101 Gateway West 79925
Western Technical College	9624 Plaza Cir. 79927
El Paso Community College-Mission Del Paso	10700 Gateway Blvd E. 79927
H.D. Hilley Elementary School	693 N. Rio. Vista Rd. 79927
Chayo Apodaca Community Center	341 N. Moon Rd. 79927
Robert R. Rojas Elementary School	500 Bauman Rd. 79927
Escontrias Elementary School	205 Buford Rd. 79927
Campestre Elementary School	11399 Socorro Rd. 79927
KEYS Academy	12380 Pine Springs Dr. 79928
Desert Hills Elementary School	300 N. Kenazo Dr. 79928
Desert Wind K-8 School	1100 Colina De Paz Dr. 79928
Horizon Heights Elementary School	13601 Ryderwood Ave. 79928
Dr. Sue A Shook Elementary School	13777 Paseo Del Este Blvd. 79928
Eastlake High School	13000 Emerald Pass Ave. 79928
El Paso Self-Help Center	15371 Kentwood Ave. 79928
Carroll T. Welch Elementary School	14510 Mc Mahon Ave. 79928
Center for Career and Technology Education	1170 N. Walnut St. 79930
Travis Elementary School	5000 N. Stevens St. 79930
Paul C. Moreno Elementary School	2300 San Diego Ave. 79930
Memorial Park Senior Citizen Center	1800 Byron St. 79930
Austin High School	3500 Memphis Ave. 79930
Fire Station #2	111 E. Borderland Rd. 79932
Community Connections Center	5300 Warriors Dr. 79932
Dr. Nixon Elementary School	11141 Loma Roja Dr. 79934
Fred & Maria Loya Family YMCA	2044 Trawood Dr. 79935
Pebble Hills Elementary School	11145 Edgemere Blvd. 79936
El Paso County Eastside Annex	2350 George Dieter Dr. 79936
Hanks High School	2001 Lee Trevino Dr. 79936
Tierra Del Sol Elementary School	1832 Tommy Aaron Dr. 79936
Hanks Middle School **Formerly Desert View Middle School	1641 Billie Marie Dr. 79936
ESC Region 19 Head Start Multipurpose Center	11670 Chito Samaniego Dr. 79936
Jane Hambric K-8 School	3535 Nolan Richardson Dr. 79936
Bill Sybert K-8 School	11530 Edgemere Blvd. 79936
Benito Martinez Elementary School	2640 Robert Wynn St. 79936
Helen Ball Elementary School	1950 Firehouse Dr. 79936
O'Shea Keleher Elementary School	1800 Leroy Bonse Dr. 79936
Marty Robbins Recreation Center	11620 Vista Del Sol Dr. 79936
Sierra Vista Elementary School	1501 Bob Hope Dr. 79936
Hurshel Antwine Elementary School	3830 Rich Beem Blvd. 79938
Esperanza Acosta Moreno Library	12480 Pebble Hills Blvd. 79938
Lujan-Chavez Elementary School	2200 Sun Country Dr. 79938
Pebble Hills High School	14400 Pebble Hills Blvd. 79938



<b>Polling Place</b>	<b>Address</b>
Red Sands Elementary School	4250 O'Shea Rd. 79938
Montana Vista Elementary School	3550 Mark Jason Dr. 79938

El Paso County participates in the Countywide Polling Place program under Section 43.007, as amended, Texas Election Code. Registered voters will be able to cast their Election Day ballots at any of the Vote Centers identified on the County's website:

<http://epcountyvotes.com>

## Exhibit B

### Early Voting

Early voting begins Monday, October 24, 2022 and ends on Friday, November 4, 2022.

Early Voting Clerk: Lisa Wise, 500 E. San Antonio Ave., Suite #314, El Paso, Texas 79901.

Presiding Judge of the Early Voting Ballot Board: To be determined by the Commissioners Court at their \_\_\_\_\_, 2022 meeting.

Voters entitled to vote an early ballot by personal appearance may do so at any Early Voting site:

<u>Location</u>	<u>Address</u>	<u>Dates</u>	<u>Times</u>
1 El Paso County Courthouse	500 E. San Antonio Ave. 79901 Third Floor, Back Lobby	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	8am – 5pm 7am – 7pm 11am – 5pm 7am – 7pm
2 Arlington Park Shelter	10350 Pasadena Cir. 79924  Main Hall	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	9am – 6pm 12pm – 5pm 9am – 6pm
3 Bassett Place	6101 Gateway West 79925 TBA	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	10am – 7pm 12pm – 5pm 10am – 7pm
4 Bowling Family YMCA	5509 Will Ruth Ave. 79924 Camp Room	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	9am – 6pm 12pm – 5pm 9am – 6pm
5 Canutillo ISD Administration Facility	7965 Artcraft Rd. 79932 Culinary Room	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	8am – 5pm 12pm – 5pm 8am – 5pm
6 Chayo Apodaca Community Center	341 N. Mood Rd. 79927 Community Center	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	9am – 6pm 12pm – 5pm 9am – 6pm
7 Clint ISD Early College Academy	13100 Alameda Ave. 79836 Library	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	8am – 5pm 12pm – 5pm 8am – 5pm
8 Commissioner's Corner	10700 Montana Ave. 79936 Community Room	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	9am – 6pm 12pm – 5pm 9am – 6pm

<b><u>Location</u></b>	<b><u>Address</u></b>	<b><u>Dates</u></b>	<b><u>Times</u></b>
9 Eastlake High School	13000 Emerald Pass Ave. 79928 Theatre Lobby	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	8am – 5pm 12pm – 5pm 8am – 5pm
10 El Paso County Coliseum	4100 E. Paisano Dr. 79905 VIP Room	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	9am – 6pm 12pm – 5pm 9am – 6pm
11 El Paso County Eastside Annex	2350 George Dieter Dr. 79936 Community Room	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	8am – 6pm 12pm – 5pm 8am – 6pm
12 El Paso County Northwest Annex	435 E. Vinton Rd. 79821 Community Room	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	8am – 6pm 12pm – 5pm 8am – 6pm
13 El Paso County Self-Help Center	15371 Kentwood Ave. 79928 Computer Room	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	10am – 7pm 12pm – 5pm 10am – 7pm
14 EPCC Administrative Services Center	9050 Viscount Blvd. 79925 TBA	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	8am – 5pm 12pm – 5pm 8am – 5pm
15 Esperanza Acosta Moreno Library	12480 Pebble Hills Blvd. 79938 Meeting Room	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	10am – 7pm 12pm – 5pm 10am – 7pm
16 Gary Del Palacio Recreation Center	3001 Parkwood St. 79925 Multipurpose Room	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	9am – 6pm 12pm – 5pm 9am – 6pm
17 Gonzalez Place	4101 Rich Beem Blvd. 79938 Community Room	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	8am – 5pm 12pm – 5pm 8am – 5pm
18 Marty Robbins Recreation Center	11620 Vista Del Sol Dr. 79936 Lobby	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	9am – 6pm 12pm – 5pm 9am – 6pm
19 Medano Heights	7801 Medano Dr. 79912 Community Center	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	10am – 7pm 12pm – 5pm 10am – 7pm
20 Mountain View-Rae Gilmore Recreation Center	8501 Diana Dr. 79904 Multipurpose Room	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	10am – 7pm 12pm – 5pm 10am – 6pm
21 Nations Tobin Sports Center	8831 Railroad Dr. 79904 Conference Room	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	9am – 6pm 12pm – 5pm 9am – 6pm

<u>Location</u>	<u>Address</u>	<u>Dates</u>	<u>Times</u>
22 Officer David Ortiz Recreation Center	563 N. Carolina Dr. 79915 Classroom A	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	9am – 6pm 12pm – 5pm 9am – 6pm
23 Oz Glaze Senior Center	13969 Veny Webb St. 79928 Main Room	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	10am – 7pm 12pm – 5pm 10am – 7pm
24 Pebble Hills High School	14400 Pebble Hills Blvd. 79938 Auditorium Foyer	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	8am – 5pm 12pm – 5pm 8am – 5pm
25 Rogelio Sanchez Center	1331 N. Fabens St. 79838 Library	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	9am – 6pm 12pm – 5pm 9am – 6pm
26 San Elizario Fire Rescue	1415 San Antonio St. 79849 Meeting Room	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	8am – 5pm 12pm – 5pm 8am – 5pm
27 South El Paso Senior Citizens Center	600 S. Ochoa St. 79901 Lobby	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	8am – 5pm 12pm – 5pm 8am – 5pm
28 Sunland Park Mall	750 Sunland Park Dr. 79912 TBA	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	9am – 6pm 12pm – 5pm 9am – 6pm
29 UTEP – Mike Loya Academic Services Bldg.	601 W. Schuster Ave. 79968 ASB Room 131	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	8am – 5pm 12pm – 5pm 8am – 5pm
30 Wellington Chew Senior Center	4430 Maxwell Ave. 79904 Classroom 2	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	8am – 5pm 12pm – 5pm 8am – 5pm
31 W.E. Neill Community Center	19210 Cobb Ave. 79853 Library	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	8am – 5pm 12pm – 5pm 8am – 5pm
32 Ysleta Community Learning Center	121 Padres Dr. 79907 Annex	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	9am – 6pm 12pm – 5pm 9am – 6pm
33 YWCA-West	313 Bartlett Dr. 79912 Program Offices Room	Monday, Oct. 24 – Friday, Oct. 28 Saturday, Oct. 29 – Sunday, Oct. 30 Monday, Oct. 31 – Friday, Nov. 4	8am – 6pm 12pm – 5pm 8am – 6pm

**Early Voting By Mail**

Applications for voting by mail should be received no later than the close of business 5:00 p.m. on Friday, October 28, 2022. Applications should be sent to:

Lisa Wise  
Early Voting Clerk  
500 E. San Antonio Avenue, Suite 314  
El Paso, Texas 79901  
fax: (915) 546-2220  
email: [epelections@epcounty.com](mailto:epelections@epcounty.com)

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Legislation Text

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File #: 22-897, Version: 1

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**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, Andrew Salloum, (915) 212-1603

**AGENDA LANGUAGE:**

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

An Ordinance granting Special Permit No. PZST22-00007, to allow for Infill Development with a reduction in lot area, lot depth, rear yard setback, and cumulative front and rear yard setback, and imposing a condition on the property described as a portion of Lot 25 and a portion of Lot 26, Block J, Thomas Manor Unit Six, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided 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: 7764 & 7768 Hockney Street

Applicant: Armando Andres Saldivar, PZST22-00007

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

**AGENDA DATE:** July 19, 2022  
**PUBLIC HEARING DATE:** August 16, 2022

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

**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 granting Special Permit No. PZST22-00007, to allow for Infill Development with a reduction in lot area, lot depth, rear yard setback, and cumulative front and rear yard setback, and imposing a condition on the property described as a portion of Lot 25 and a portion of Lot 26, Block J, Thomas Manor Unit Six, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided 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: 7764 & 7768 Hockney Street  
Applicant: Armando Andres Saldivar, PZST22-00007

**BACKGROUND / DISCUSSION:**

The applicant is requesting a special permit to allow for an infill development for single family dwellings in the R-5 (Residential) zone district in accordance with the El Paso City Code Section 20.04.320 Special Permit. The City Plan Commission recommended 8-0 to approve the proposed special permit with a condition on June 16, 2022. As of July 11, 2022, the Planning Division received a letter in 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?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST22-00007, TO ALLOW FOR INFILL DEVELOPMENT WITH A REDUCTION IN LOT AREA, LOT DEPTH, REAR YARD SETBACK, AND CUMULATIVE FRONT AND REAR YARD SETBACK, AND IMPOSING A CONDITION ON THE PROPERTY DESCRIBED AS A PORTION OF LOT 25 AND A PORTION OF LOT 26, BLOCK J, THOMAS MANOR UNIT SIX, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

**WHEREAS**, Armando Andres Saldivar, have applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City for a reduction in lot area, lot depth, rear yard setback, and cumulative front and rear yard setback; and,

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

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

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

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

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

1. That the property described as follows is in a R-5 (Residential) Zone District:  
A portion of Lot 25 and a portion of Lot 26, Block J, Thomas Manor Unit Six, City of El Paso, El Paso County, Texas , *City of El Paso, El Paso County, Texas and as more particularly described by metes and bounds on the attached Exhibit "A"; and,*
2. That the City Council hereby grants a Special Permit under Sections 20.04.320 of the El Paso City Code, to allow an infill development for a reduction in lot area, lot depth, rear yard setback, and cumulative front and rear yard setback, and imposing a condition that:  
Prior to issuance of certificates of occupancy, an eight foot (8') masonry wall be erected along the rear property line abutting Cesar Chavez Highway; and
3. That this Special Permit is issued subject to the development standards in the (Residential) District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and,

**ORDINANCE NO. \_\_\_\_\_**

**PZST22-00007**

22-1007-2930|1184809

PZST22-00007 | 7764 and 7768 Hockney | Special Permit

WNV



4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST22-00007 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,
5. That the Owners shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.


**THE CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leoser  
Mayor

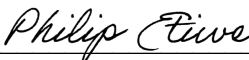
**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning and Inspections Department

**ORDINANCE NO.** \_\_\_\_\_  
22-1007-2930|1184809  
PZST22-00007 | 7764 and 7768 Hockney | Special Permit  
WNV

**PZST22-00007**

### AGREEMENT

Armando Andres Saldivar, referred to in the above Ordinance, hereby agree to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the R-5 (Residential) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 07 day of July, 2022.

Armando Andres Saldivar:

By: Arman L Saldivar owner  
(name/title)

[Signature]  
(signature)

### ACKNOWLEDGMENT

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

This instrument is acknowledged before me on this 07 day of July, 2022, by Armando Saldivar, as Owner.

My Commission Expires:



[Signature]  
Notary Public, State of Texas

Notary's Printed or Typed Name:

Brenda Chacon

A Portion of Lot 25, Block J,  
Thomas Manor Unit Six,  
City of El Paso, El Paso County, Texas  
March 15, 2022

### METES AND BOUNDS DESCRIPTION

7764 Hockney Street  
Exhibit "A"

**FIELD NOTE DESCRIPTION** of a portion of Lot 25, Block J, Thomas Manor Unit Six, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

**COMMENCING FOR REFERENCE** at a city monument located at the centerline intersection of Hockney Street (60' R.O.W.) and Bernardine Avenue (60' R.O.W.); **THENCE**, leaving said centerline intersection, North  $40^{\circ}36'53''$  West, a distance of 78.86 feet to a found iron rod for corner at the common boundary corner of Lots 25 and 26, same being the westerly right-of-way line of Hockney Street and the **POINT OF BEGINNING** of the herein described parcel;

**THENCE**, leaving said westerly right-of-way line of Hockney Street and along the common boundary line of Lots 25 and 26, South  $71^{\circ}16'04''$  West, a distance of 47.36 feet to a point for corner at the easterly right-of-way line of Highway Loop 375;

**THENCE**, leaving said common boundary line and along the easterly right-of-way line of Highway Loop 375, North  $10^{\circ}34'43''$  West, a distance of 56.47 feet to a point for corner at the common boundary line of Lots 24 and 25;

**THENCE**, leaving said easterly right-of-way line of Highway Loop 375 and along the common boundary line of Lots 24 and 25, North  $70^{\circ}31'47''$  East, a distance of 39.00 feet to a found nail for corner at the westerly right-of-way line of Hockney Street;

**THENCE**, leaving said common boundary line and along said westerly right-of-way line of Hockney Street, 56.40 feet along the arc of a curve to the right whose radius is 4384.98 feet, whose interior angle is  $00^{\circ}44'13''$ , whose chord bears South  $19^{\circ}06'00''$  East, a distance of 56.40 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 2,426.53 square feet or 0.0557 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  
J:\M&B\2022\7764 Hockney





A Portion of Lot 26, Block J,  
Thomas Manor Unit Six,  
City of El Paso, El Paso County, Texas  
March 15, 2022

### **METES AND BOUNDS DESCRIPTION**

7768 Hockney Street  
Exhibit "A"

**FIELD NOTE DESCRIPTION** of a portion of Lot 26, Block J, Thomas Manor Unit Six, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

**COMMENCING FOR REFERENCE** at a city monument located at the centerline intersection of Hockney Street (60' R.O.W.) and Bernardine Avenue (60' R.O.W.); **THENCE**, leaving said centerline intersection, North 79°19'29" West, a distance of 34.16 feet to a found iron rod for corner at the common boundary corner of Lots 26 and 27, same being the westerly right-of-way line of Hockney Street and the **POINT OF BEGINNING** of the herein described parcel;

**THENCE**, leaving said westerly right-of-way line of Hockney Street and along the common boundary line of Lots 26 and 27, South 72°00'21" West, a distance of 54.98 feet to a point for corner at the easterly right-of-way line of Highway Loop 375;

**THENCE**, leaving said common boundary line and along the easterly right-of-way line of Highway Loop 375, North 10°34'43" West, a distance of 56.27 feet to a point for corner at the common boundary line of Lots 25 and 26;

**THENCE**, leaving said easterly right-of-way line of Highway Loop 375 and along the common boundary line of Lots 25 and 26, North 71°16'04" East, a distance of 47.36 feet to a found iron rod for corner at the westerly right-of-way line of Hockney Street;

**THENCE**, leaving said common boundary line and along said westerly right-of-way line of Hockney Street, 56.41 feet along the arc of a curve to the right whose radius is 4384.98 feet, whose interior angle is 00°44'13", whose chord bears South 18°21'46" East, a distance of 56.41 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 2,873.04 square feet or 0.0659 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  
J:\M&B\2022\7768 Hockney





# DETAILED SITE DEVELOPMENT PLAN

7768 HOCKNEY STREET  
PORTION OF LOT 26, BLOCK J  
THOMAS MANOR UNIT SIX  
CITY OF EL PASO,  
EL PASO COUNTY, TEXAS  
CONTAINING:  
2.426.53 SQ. FT.  
0.0557 ACRES ±  
SEE EXHIBIT "A"



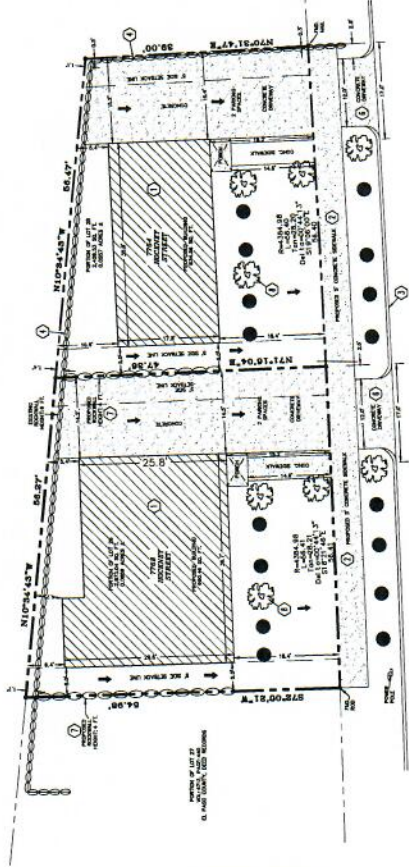
PLANNING & INSPECTIONS DEPARTMENT  
DETAILED SITE DEVELOPMENT PLAN  
APPROVED FOR THE CITY OF EL PASO  
DATE: 07-07-22  
APPLICANT: ALVARADO L. MADRUGA  
EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

R-5 RESIDENTIAL DISTRICT - ZONING INFORMATION  
YARD AND LOT AREA REQUIREMENTS

1. MINIMUM FRONT YARD SETBACK SHALL BE 25 FEET EXCEPT THAT A TWENTY FEET SETBACK MAY BE PROVIDED IF THE FRONT YARD SETBACK IS 25 FEET AND THE LOT AREA IS 10,000 SQ. FT. OR MORE.
2. MINIMUM SIDE YARD SETBACK SHALL BE 5 FEET EXCEPT THAT A FOUR FEET SETBACK MAY BE PROVIDED IF THE SIDE YARD SETBACK IS 5 FEET AND THE LOT AREA IS 10,000 SQ. FT. OR MORE.
3. MINIMUM REAR YARD SETBACK SHALL BE 10 FEET EXCEPT THAT A SEVEN FEET SETBACK MAY BE PROVIDED IF THE REAR YARD SETBACK IS 10 FEET AND THE LOT AREA IS 10,000 SQ. FT. OR MORE.
4. MINIMUM LOT AREA SHALL BE 10,000 SQ. FT. EXCEPT THAT A SEVEN THOUSAND SQ. FT. LOT MAY BE USED IF THE LOT AREA IS 7,000 SQ. FT. OR MORE AND THE LOT AREA IS 10,000 SQ. FT. OR MORE.
5. MINIMUM LOT WIDTH SHALL BE 30 FEET EXCEPT THAT A TWENTY FEET LOT WIDTH MAY BE USED IF THE LOT WIDTH IS 20 FEET AND THE LOT AREA IS 10,000 SQ. FT. OR MORE.
6. MINIMUM LOT DEPTH SHALL BE 100 FEET EXCEPT THAT A SEVEN FEET LOT DEPTH MAY BE USED IF THE LOT DEPTH IS 7 FEET AND THE LOT AREA IS 10,000 SQ. FT. OR MORE.
7. MINIMUM LOT AREA SHALL BE 10,000 SQ. FT. EXCEPT THAT A SEVEN THOUSAND SQ. FT. LOT MAY BE USED IF THE LOT AREA IS 7,000 SQ. FT. OR MORE AND THE LOT AREA IS 10,000 SQ. FT. OR MORE.
8. MINIMUM LOT WIDTH SHALL BE 30 FEET EXCEPT THAT A TWENTY FEET LOT WIDTH MAY BE USED IF THE LOT WIDTH IS 20 FEET AND THE LOT AREA IS 10,000 SQ. FT. OR MORE.
9. MINIMUM LOT DEPTH SHALL BE 100 FEET EXCEPT THAT A SEVEN FEET LOT DEPTH MAY BE USED IF THE LOT DEPTH IS 7 FEET AND THE LOT AREA IS 10,000 SQ. FT. OR MORE.
10. MINIMUM LOT AREA SHALL BE 10,000 SQ. FT. EXCEPT THAT A SEVEN THOUSAND SQ. FT. LOT MAY BE USED IF THE LOT AREA IS 7,000 SQ. FT. OR MORE AND THE LOT AREA IS 10,000 SQ. FT. OR MORE.

CELESTIAL NAVIGATOR  
REQUIREMENT FOR LOT 26

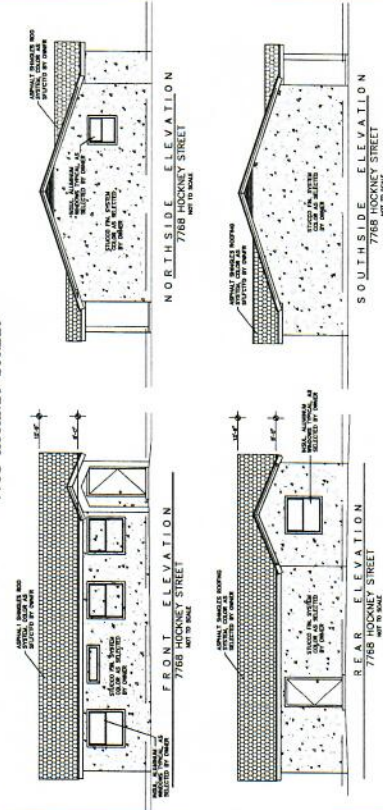


## PROPOSED SITE PLAN

SCALE: 1"=40'

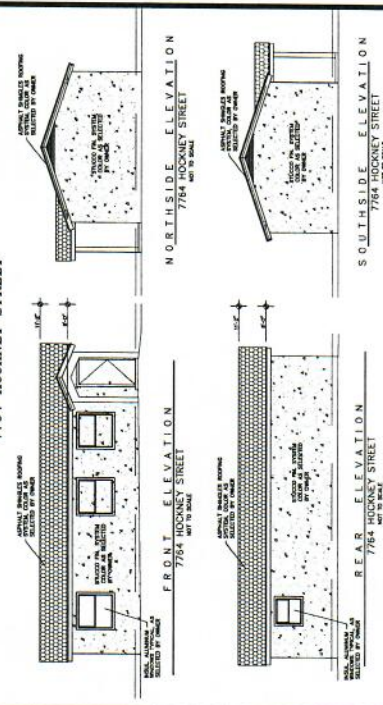
7768 HOCKNEY STREET

21

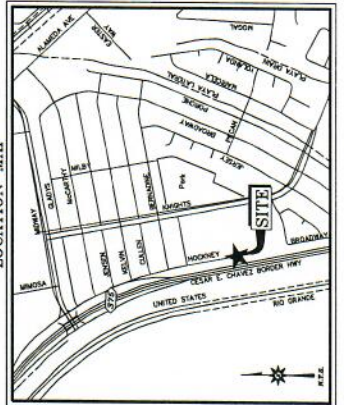


7764 HOCKNEY STREET

21



## LOCATION MAP



## PARKING CALCULATIONS

REQUIREMENTS FOR CITY OF EL PASO, TEXAS  
REQUIREMENTS FOR LOT 26, BLOCK J, THOMAS MANOR UNIT SIX  
REQUIREMENTS FOR LOT 26, BLOCK J, THOMAS MANOR UNIT SIX  
REQUIREMENTS FOR LOT 26, BLOCK J, THOMAS MANOR UNIT SIX



# 7764 and 7768 Hockney Street

City Plan Commission — June 16, 2022 **(REVISED)**



**CASE NUMBER:** PZST22-00007  
**CASE MANAGER:** Andrew Salloum, (915) 212-1603, [SalloumAM@elpasotexas.gov](mailto:SalloumAM@elpasotexas.gov)  
**PROPERTY OWNER:** Armando Andres Saldivar  
**REPRESENTATIVE:** Enrique Ayala  
**LOCATION:** 7764 and 7768 Hockney (District 3)  
**PROPERTY AREA:** 0.12 acres  
**EXISTING ZONING:** R-5 (Residential)  
**REQUEST:** Special Permit to allow for an infill development for single-family dwellings in R-5 (Residential) zone district  
**RELATED APPLICATIONS:** None  
**PUBLIC INPUT:** As of June 16, 2022, received a letter in opposition

**SUMMARY OF REQUEST:** The applicant is requesting a special permit to allow for an infill development for single family dwellings in R-5 zone district in accordance with the El Paso City Code Section 20.04.320 Special Permit.

**SUMMARY OF STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the special permit for an infill development in R-5 (Residential) zone district. The proposal meets all the requirements of 20.04.320 Special Permit and 20.04.150 Detailed Site Development Plan. It is also based on consistency with *Plan El Paso*, the City's adopted Comprehensive Plan.

## PZST22-00007



Figure A. Detailed Site Development Plan Superimposed on Aerial Imagery

**DESCRIPTION OF REQUEST:** The applicant is requesting a special permit for infill development and detailed site development plan review to reduce the required lot area, lot depth, rear yard setback, and cumulative front and rear yard setbacks in the R-5 (Residential) district. The subject property is vacant. The detailed site development plan shows new single-family dwellings with a total area of 634.56 square feet for Lot 25, 990.46 square feet for Lot 26, and 12 feet 6 inches in height above the surface at its highest point. The applicant is requesting the following reductions for Lot 25 from the required lot area of 4,500 square feet to 2,426.53 square feet, from the required lot depth of 90 feet to 39 feet, from the required rear yard setback 10 feet to 5.4 feet and from the required cumulative front & rear yard setback 45 feet to 23.6 feet. Also, the applicant is requesting the following reductions for Lot 26: from the required lot area of 4,500 square feet to 2,873.04 square feet, from the required lot depth of 90 feet to 47.36 feet, from the required rear yard setback 10 feet to 4.7 feet and from the required cumulative front & rear yard setback 45 feet to 22.9 feet. The detailed site development plan demonstrates compliance with all other applicable standards. Access to the subject property is proposed from Hockney Street. The following table summarizes the request:

Density/Setback - R-5 zone district	Required	Lot 25 – Proposed	Lot 26 – Proposed
<b>Lot area</b>	<b>4,500 sq. ft.</b>	<b>2,426.53 sq. ft.</b>	<b>2,873.04 sq. ft.</b>
Lot width	45 ft.	56.47 ft.	56.27 ft.
<b>Lot depth</b>	<b>90 ft.</b>	<b>39 ft.</b>	<b>47.36 ft.</b>
Front yard setback	10 ft.	14.6	14.6
<b>Rear yard setback</b>	<b>10 ft.</b>	<b>5.4 ft.</b>	<b>4.7 ft.</b>
Side yard setback	5 ft.	5 ft.	5 ft.
Side street yard setback	10 ft.	N/A	N/A
<b>Cumulative front &amp; rear yard setback</b>	<b>45 ft.</b>	<b>23.6 ft.</b>	<b>22.9 ft.</b>

Note: bold indicated requested reductions

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (El Paso City Code 20.10.280)	
Criteria	Does the Request Comply?
<b>Location Criteria:</b> An infill development may be located on any parcel of land, which meets at least one of the location criteria.	Yes. The subject property is part of the Thomas Manor Subdivision, which was platted in 1955. This satisfies Mandatory Requirement 20.10.280.B.3 of the El Paso City Code - "Any parcel of land annexed prior to 1955."
<b>Mandatory Design Requirement 1.1:</b> Where on-site surface parking is proposed, it shall be located at the rear of the property and when possible accessed via alleyway; or at the side of the property and screened in accordance with Section 21.50.070.F5 of the El Paso City Code.	Yes. The property is located in a residential zone district where most of the lots have been developed and all homes along the block provide parking in the front. As per Section 20.10.280(C) (1.i.1.e) of the El Paso City Code. Parking in the rear would not be consistent with existing development along the block face.
<b>Mandatory Design Requirement 1.2:</b> Buildings shall be placed on the parcels such that the principal orientation is toward the main street and the principal entrance is from the sidewalk.	Yes. The proposed development shows a building where the principal orientation is towards Hockney Street (main street) and the principal entrance with access from the sidewalk.
<b>Mandatory Design Requirement 1.3:</b> For proposals abutting existing residential development the front setback shall not deviate from the average front setback of lots within the same block as the proposed development by more than 15%.	Yes. The property is located in a residential zone district where most of the lots have been developed with an average setback of 20 feet for all lots within the same block. The proposed development has an 18.2 feet front setback to within a deviation from the average of 9%. Of the setback requirement
<b>Selective Design Requirement 2.7:</b> The total width of the primary structure is greater than 80% of the total lot with along the main street. For the purposes of this calculation any necessary vehicular access driveway shall be subtracted from the total lot width.	Yes. The total width of the primary structure is 86.5% of the total lot with along Hockney Street (main street).

<b>COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (El Paso City Code 20.10.280)</b>	
<b>Selective Design Requirement 2.10:</b> For projects in residential districts, the applicant shall demonstrate that the parcel has been vacant or underdeveloped for no less than 15 years. For purposes of this guideline only, underdeveloped shall be defined as parcels, which do not meet the maximum density permitted in the base zoning district.	Yes. The subject property has been vacant since it was officially platted back in 1953 as a part of Thomas Manor Subdivision.
<b>Selective Design Requirement 2.11:</b> For projects in residential districts the applicant shall demonstrate that a private frontage as described in The El Paso City Code 21.80, Table 7a through 7e is proposed.	Yes. As per The El Paso City Code Section 21.80.100-Table 7(a) Common Yard: The proposed development has a common yard with a planted frontage. The design shows an unfenced yard which is visually continuous with adjacent yards, supporting a common landscape.

<b>COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
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 applicant is requesting the following reductions: from the required lot area 4,500 sq. ft. to 2,426.53 sq. ft., from the required lot depth 90 ft. to 39 ft., from the required rear yard setback 10 ft. to 4.7 ft. and from the required cumulative front and rear yard setback 45 ft. to 22.9 ft.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of <i>Plan El Paso</i> and the G-3 future land use designation. The proposed development would increase the available housing stock in an area facing limited housing stock.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property directly abuts Hockney Street, a local street. No reviewing departments had adverse comments, and the existing infrastructure is deemed appropriate to support the proposed use.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. No environmental problems currently existing or are anticipated from the approval of the proposed special permit and detailed site development plan. Adequate stormwater management is demonstrated, and no departments had adverse comments.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. 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 development will comply with landscaping ordinance requirements.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The existing uses and building configurations are similar to other properties in the immediate area.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed redevelopment is similar in intensity and scale to surrounding development.



<b>COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS &amp; POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-3, Post-War:</b> This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes, the subject property and the proposed developments meet the intent of the G-3 Post-War Future Land Use designation. The proposed development is adjacent to residential neighborhood. The proposed development would increase the available housing stock in an area facing limited housing stock.</p>
<p><b>Compatibility with Surroundings:</b> The proposed use is compatible with those surrounding the site:</p> <p><b>R-5 (Residential) District:</b> The purpose of this district is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p>	<p>Yes. The subject property and its surrounding areas are zoned R-5 (Residential). The surrounding uses are single-family dwellings. The proposed development is compatible with the surrounding uses within its proximity.</p>
<b>THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<p><b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>The proposed development is not within any historic districts or study area plan boundaries.</p>
<p><b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>The proposed development is not anticipated to pose any adverse effects on the community.</p>
<p><b>Natural Environment:</b> Anticipated effects on the natural environment.</p>	<p>Subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.</p>
<p><b>Stability:</b> Whether the area is stable or in transition.</p>	<p>The area is stable and the proposed development is compatible with the existing residential zoning and uses of the surrounding properties.</p>
<p><b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>The proposed development is within an older, stable area of the city. The established neighborhood is comprised of single-family and multi-family dwellings.</p>

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The subject property borders Hockney Street which is designated as a local street as per the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate to serve the proposed development. Sidewalks will be required to be constructed as part of the proposed development. Access is proposed from Hockney Street.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No objections to proposed special permit. There were no adverse comments received from the reviewing departments. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

**PUBLIC COMMENT:** The subject property lies within the boundaries of Mission Valley Association, Corridor 20 Civic Association, and Thomas Manor Neighborhood Association which were notified of the special permit application. Public notices were mailed to property owners within 300 feet of the subject property on June 3, 2022. As of June 16, 2022, the Planning Division received a letter in opposition to the request from the public.

**RELATED APPLICATIONS:** N/A.

**CITY PLAN COMMISSION OPTIONS:**

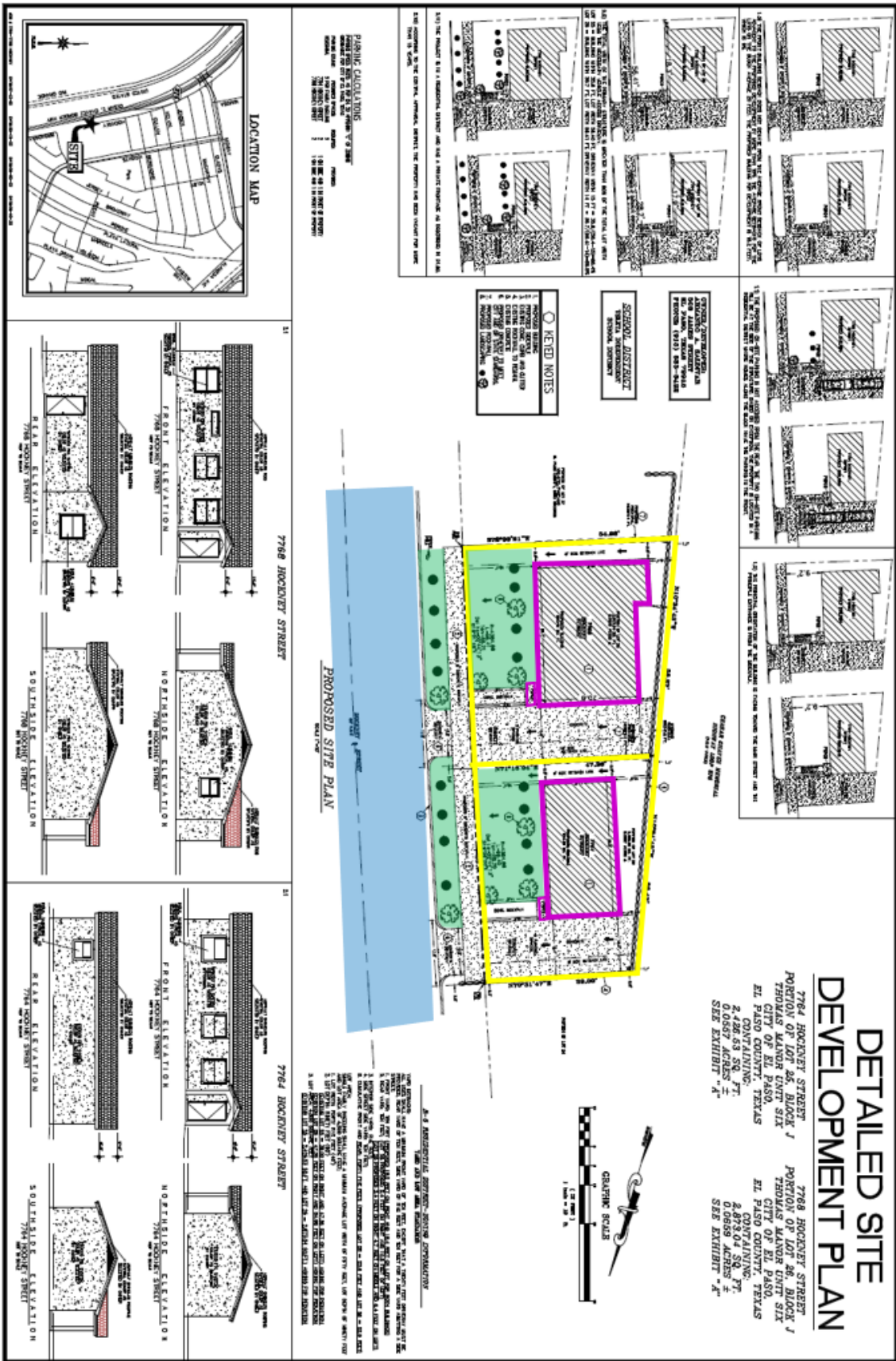
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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. Detailed Site Plan
2. Zoning Map
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Letter in opposition

## **ATTACHMENT 1**





# ATTACHMENT 2

This map is designed for illustrative purposes only. The features depicted herein are approximate and more detailed studies may be required to draw accurate conclusions. Discrepancies of this map to actual ground data may be caused by errors in data or map preparation. The City of San Diego Planning Department makes no claim to the accuracy of this map.



0 25 50 100 150 200 Feet



PZST22-00007

# **ATTACHMENT 3**

## **Planning and Inspections Department – Planning Division**

Staff recommends APPROVAL of the special permit for an infill development in R-5 (Residential) zone district. The proposal meets all the requirements of 20.04.320 Special Permit and 20.04.150 Detailed Site Development Plan.

## **Planning and Inspections Department – Plan Review**

No objections to the special permit and detailed site development plan.

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 comments received.

## **Fire**

No adverse comments.

## **Sun Metro**

No comments received.

## **Streets and Maintenance Department**

A TIA is not required for this application per Section 19.18.010.B. of the El Paso Code.

## **Texas Department of Transportation**

No runoff is permitted in the direction toward state ROW and grading shall be sloped away from the State ROW.

Note: it complies with TxDOT's comments as shown on detailed site development plan.

## **Environmental Services Department**

No comments received.

## **El Paso County Water Improvement District #1**

No adverse comments.

## **El Paso Water**

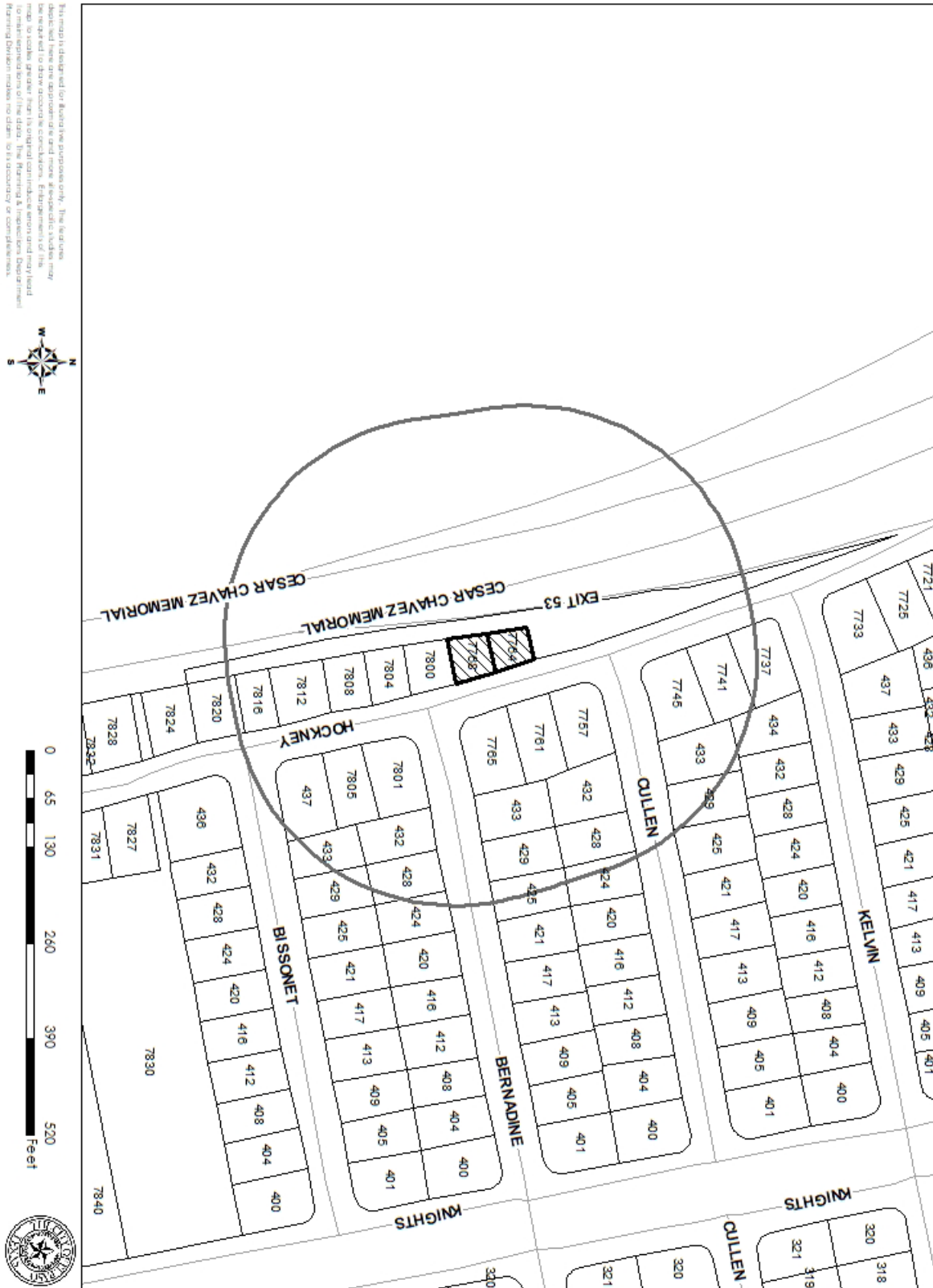
No comments received.

## **El Paso Water - Stormwater Engineering**

No comments received.

# ATTACHMENT 4

PZST22-00007





## ATTACHMENT 5

①

Case PZST22-00007

In Regards to Planning  
& Inspections Dept.

Attn: Philip F Etienne

I Lydia Jimenez  
live on Hockney Street  
One of the reasons for  
more apartments in  
this area is that  
already people park on  
Hockney Street, most  
of this people have 2  
or more cars, another  
one is that most of us  
that live here in this  
area are Senior Citizens  
70 or more years old.  
etc etc. Therefore

②

It would not be  
wise for more apartments  
in this area

Yours Truly

Lydia Jimenez

7820 Hockney

City 79915



Legislation Text

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File #: 22-909, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 7**

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

Planning and Inspections, Nina Rodriguez, (915) 212-1561

**AGENDA LANGUAGE:**

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

An Ordinance changing the zoning of a portion of Tracts 3 & 4, Block 6, Christy Tract, in Block 31, Ysleta Grant, 541 Schwabe Street, City of El Paso, El Paso County, Texas from R-3 (Residential) and R-F (Ranch and Farm) to R-5 (Residential). 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: 541 Schwabe Street

Applicant: John Sayen and Rosa Isela Sayen, PZRZ22-00010



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

**AGENDA DATE:** July 19, 2022  
**PUBLIC HEARING DATE:** August 16, 2022

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Nina Rodriguez, (915) 212-1561

**DISTRICT(S) AFFECTED:** District 7

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

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

**SUBJECT:**

An Ordinance changing the zoning of a portion of Tracts 3 & 4, Block 6, Christy Tract, in Block 31, Ysleta Grant, 541 Schwabe Street, City of El Paso, El Paso County, Texas from R-3 (Residential) and R-F (Ranch and Farm) to R-5 (Residential). 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: 541 Schwabe Street  
Applicant: John Sayen and Rosa Isela Sayen, PZRZ22-00010

**BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone to allow for single-family dwellings and/or duplexes. The City Plan Commission recommended 5-0 to approve the proposed request on June 2, 2022. This case was reconsidered on July 28, 2022 to address a public notice issue, on that date the City Plan Commission voted 7-0 to approve. As of August 2, 2022, the Planning Division has received one (1) phone call and three (3) people expressing their opposition to the request, with one of those persons having spoken in opposition of the request at the July 28, 2022 City Plan Commission meeting. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACTS 3 & 4, BLOCK 6, CHRISTY TRACT, IN BLOCK 31, YSLETA GRANT, 541 SCHWABE STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) AND R-F (RANCH AND FARM) TO R-5 (RESIDENTIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of **a portion of Tracts 3 & 4, Block 6, Christy Tract, in Block 31, Ysleta Grant, 541 Schwabe Street**, located in the City of El Paso, El Paso County, Texas, be changed from **R-3 (Residential) and R-F (Ranch and Farm)** to **R-5 (Residential)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

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:**

\_\_\_\_\_  
Oscar Leeser, Mayor

**ATTEST:**

\_\_\_\_\_  
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. \_\_\_\_\_

# PROPERTY DESCRIPTION

## 541 SCHWABE

Description of a parcel of land being a portion of Tracts 3 & 4, Block 6, Christy Tract, in Block 31, Ysleta Grant, City of El Paso, El Paso County, Texas, map of said Christy Tract, recorded in volume 6, page 48, El Paso County plat records, El Paso County, Texas, and also being that parcel described in volume 1893, page 721, and described as follows;

Commencing at a city monument found at the intersection of Schwabe Street (40' wide) with Valley View Drive (40' wide), from which a city monument found at the intersection with S. Yarbrough Drive bears North 71°10'45" West a distance of 693.23' along the centerline of Valley View Drive; thence, along the centerline of said Valley View Drive North 71°10'45" West a distance of 20.00'; thence leaving said centerline of Valley View Drive, North 18°49'15" East a distance of 20.00' to a chiseled "V" in concrete at the intersection of the northern ROW of Valley View Drive with the western ROW of Schwabe Street; also being the southeastern most corner of Said Tract 3, Block 6, Christy Tract, and being the "Point Of Beginning";

Thence, along the northern ROW of Valley View Drive, North 71°10'00" West a distance of 153.30' to a chiseled "V" in concrete set for the southwestern most corner of this parcel;

Thence, leaving said northern ROW of Valley View Drive, North 18°47'00" East a distance of 152.13' to a rebar found for the northernmost corner of this parcel;

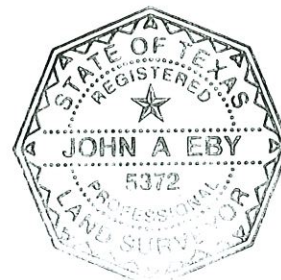
Thence, South 71°10'00" East a distance of 153.30' to a 1/2" rebar found for the northeastern most corner of this parcel, also being a point on the western ROW of Schwabe Street;

Thence, along the western ROW of Schwabe Street, South 18°47'00" West a distance of 152.13' to the "Point Of Beginning" and containing 23,322 sq. ft. or 0.5354 acres.

Based on a field survey performed under my supervision and dated 11/01/2021.

  
John A. Eby, Texas R.P.L.S. 5372 NM PLS 17779

Paso Del Norte Surveying Inc.  
13998 Bradley Road  
El Paso, TX. 79938  
915-241-1841  
TBPEPS FIRM #10001200



# 541 Schwabe Street

City Plan Commission — July 28, 2022 **REVISED**

REZONING



**CASE NUMBER:** PZRZ22-00010  
**CASE MANAGER:** Nina Rodriguez, (915) 212-1561, RodriguezNA@elpasotexas.gov  
**PROPERTY OWNER:** John Sayen and Rosa Isela Sayen  
**REPRESENTATIVE:** Del Rio Engineering, Inc.  
**LOCATION:** 541 Schwabe Street (District 7)  
**PROPERTY AREA:** 0.5354 acres  
**REQUEST:** Rezone from R-3 (Residential) and R-F (Ranch and Farm) to R-5 (Residential)  
**RELATED APPLICATIONS:** None  
**PUBLIC INPUT:** One (1) call and three (3) people expressing opposition as of July 28, 2022

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from R-3 (Residential) and R-F (Ranch and Farm) to R-5 (Residential) to allow for single-family dwellings and/or duplexes. There are no changes from the previous request.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL** of the request. The proposed zoning district is consistent with residential uses in the surrounding area and consistent with *Plan El Paso*, the City's Comprehensive Plan and the G-3, Post-War future land use designation.

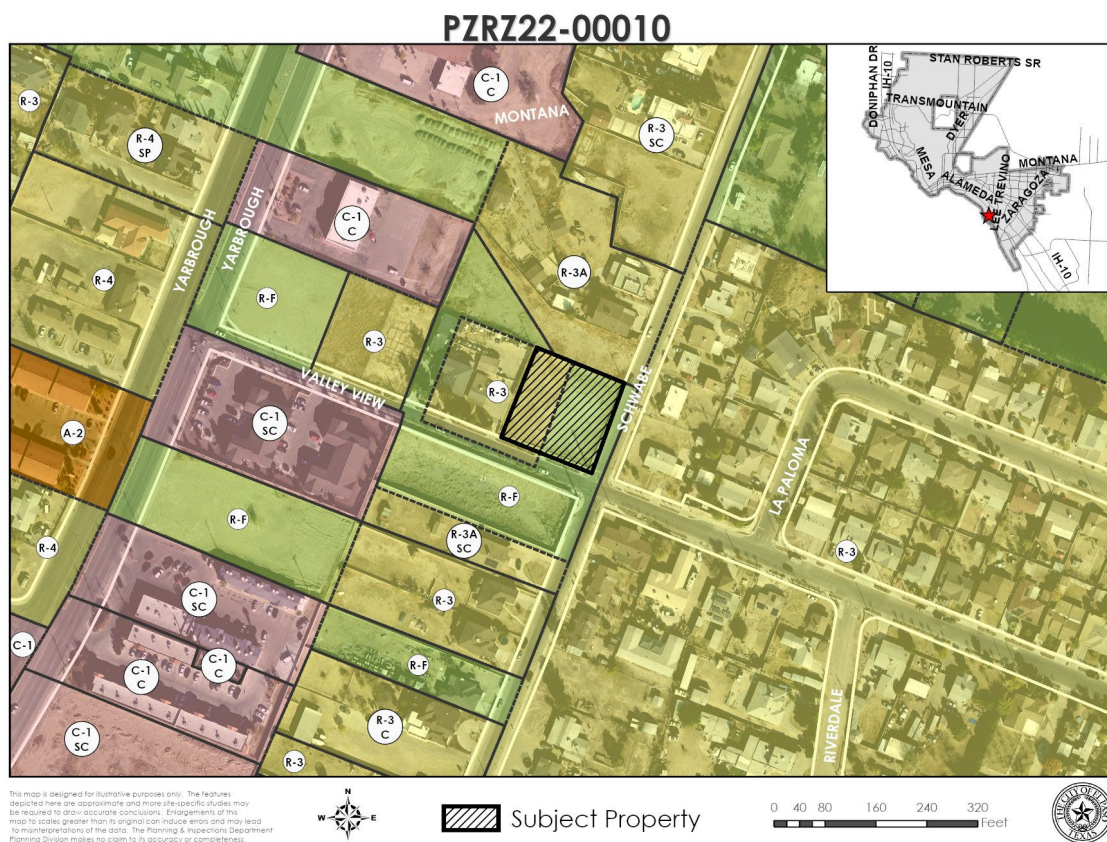


Figure A. Subject Property & Immediate Surroundings



**DESCRIPTION OF REQUEST:** This is a reconsideration of a previously reviewed rezoning request to address an incorrect public notice. The applicant is requesting to rezone a 0.5354-acre property from R-3 (Residential) and R-F (Ranch and Farm) to R-5 (Residential) to allow for single-family dwellings. The conceptual plan shows three (3) proposed lots with single-family dwellings to be developed. The proposed R-5 zoning district would also allow duplexes. Access to the subject property is provided from Valley View Drive and Schwabe Street. There are no changes from previous request.

**PREVIOUS CASE HISTORY:** On June 2, 2022, City Plan Commission (CPC) recommended approval of rezoning request for subject property from R-3 (Residential) and R-F (Ranch and Farm) to R-5 (Residential) to allow for single-family dwellings.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:**

The proposed single-family dwelling use and R-5 (Residential) district is consistent with the residential districts in the immediate area, and is in character with the areas surrounding the subject property. Adjacent properties to the east and west are single-family dwelling uses in R-3 (Residential) zoning districts, and the properties to the north are also single-family dwelling uses zoned R-3A (Residential) and R-F (Ranch and Farm). The property immediately south of the subject property and across Valley View Drive is a ponding site zoned R-F (Ranch and Farm). By rezoning the subject property to an R-5 (Residential) district, the owner will provide more housing and single family or duplex options. The distance to the nearest school, Rio Bravo Middle School, is 0.31 miles and the distance to the nearest park, J.P. Shawver Park is 0.44 miles.

<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-3, Post-War:</b> This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed development is compatible with the future land use designation. The proposed development would increase the available housing stock in an area facing limited housing stock.</p>
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>R-5 (Residential) District:</b> The purpose of the district is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the district will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p>	<p>Yes. The Adjacent properties to the east and west are zoned R-3 (Residential) with single-family dwelling units, and the property to the north is zoned R-3A (Residential) and also includes single-family dwelling units. The property to the south of the subject property is a ponding site in a R-F (Ranch and Farm) zone. The proposed R-5 (Residential) zoning district is compatible with the other zoning districts surrounding the subject property. Changing the current zoning designation of the subject property to an R-5 (Residential) district allows for more density and single family or duplex uses, thereby serving the community with a more housing options.</p>

<b>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:</b>	
<b>Preferred Development Locations:</b> Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. Access to the subject property is provided by Schwabe Street and Valley View Drive which leads to Yarbrough Drive, a major arterial as classified under the city's Major Thoroughfare Plan. The classification of this road is appropriate for the proposed development. While the subject property will be the only zoned R-5 (Residential) and surrounded by R-3 (Residential) zoning districts, changing the zoning designation of the subject property allows for an increase in density and more types of residential uses than allowed in R-3 (Residential) districts. This has the potential to provide the area with more housing units and flexible uses to meet a wider range of needs for the community.
<b>THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	This property does not fall within any historic districts, special designations, or study plan areas.
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
<b>Stability:</b> Whether the area is stable or in transition.	The area is stable with no rezoning cases within the last 10 years.
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	There has been changes in the character as most of the surrounding area is developed as single-family dwelling units, making the R-F (Ranch and Farm) zoning designation no longer appropriate.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Access to the subject property is proposed from Valley View Drive and Schwabe Street which are classified as local roads per the City of El Paso's Major Thoroughfare Plan (MTP) and are adequate to support the proposed single-family dwellings. Sidewalks are already present along Valley View Drive and Schwabe Street.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments were received for the rezoning request from the reviewing departments.

**PUBLIC COMMENT:** The subject property lies within the boundaries of Save the Valley 21, Corridor 20 Civic Association, and Mission Valley Civic Association. Property owners within 300 feet of the subject property were notified of the rezone request on May 19, 2022 by the City of El Paso Planning and Inspections Department. On July 6, 2022 corrected notices were mailed out to property owners within 300 feet of the subject property. As of July 28, 2022, the Planning Division has received one (1) call of inquiry, one (1) call of opposition, and three (3) people expressing opposition to the request, with one of those persons having spoken in opposition of the request at the July 28, 2022 City Plan Commission meeting.

**RELATED APPLICATIONS:** None.

### CITY PLAN COMMISSION OPTIONS:

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

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

### ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

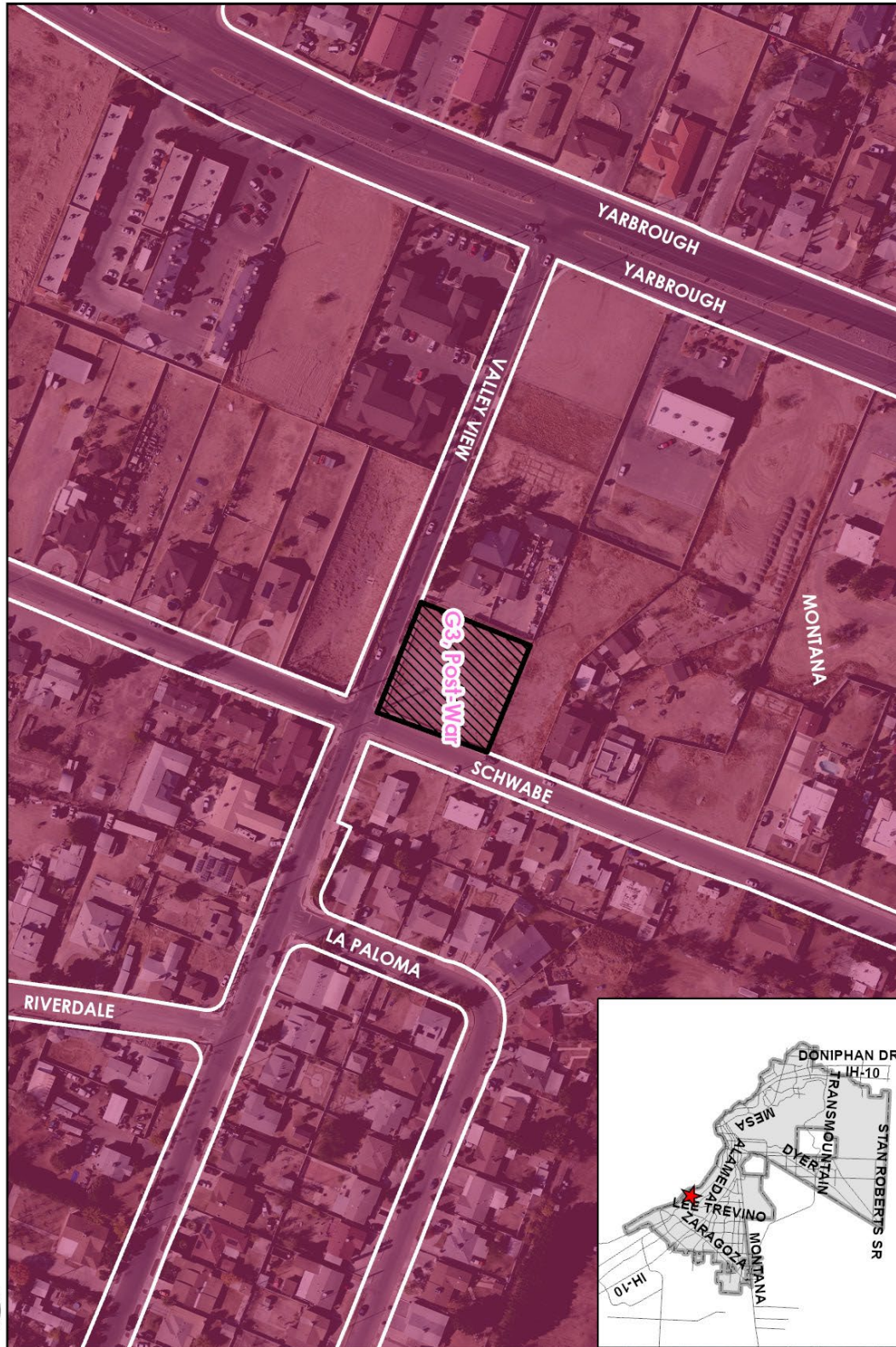
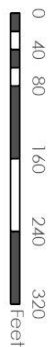
# ATTACHMENT 1

PZR22-00010

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

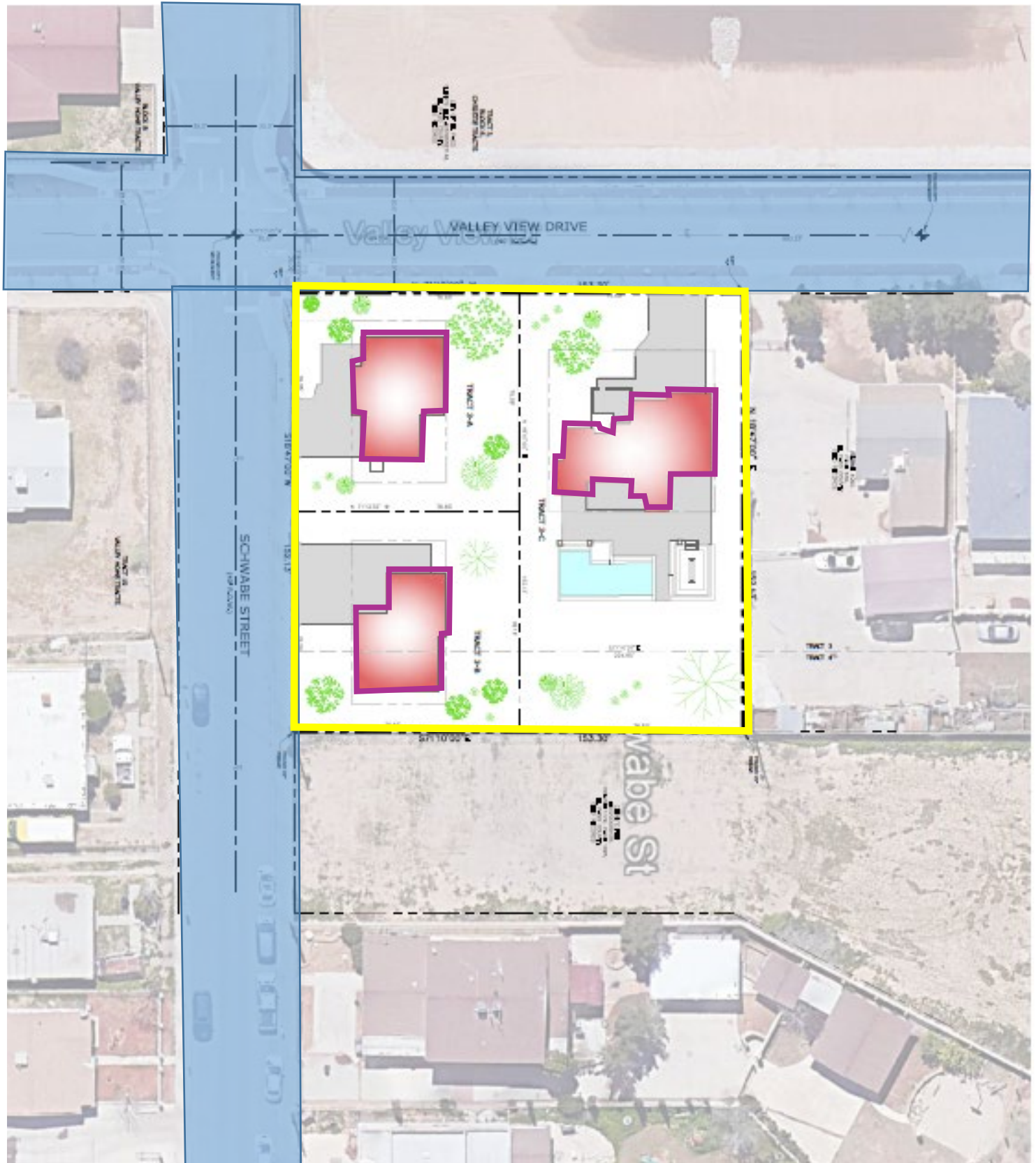


Subject Property





## ATTACHMENT 2



# **ATTACHMENT 3**

## **Planning and Inspections Department – Planning Division**

Recommend approval of rezoning request.

## **Planning and Inspections Department – Plan Review & Landscaping Division**

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code

## **Planning and Inspections Department – Land Development**

No objections to proposed rezoning.

## **Fire Department**

No adverse comments.

## **Police Department**

No comments received.

## **Environmental Services**

No comments received.

## **Streets and Maintenance Department**

TIA not required for this application.

## **Sun Metro**

No comments received.

## **El Paso Water**

EPWater-PSB does not object to this request.

## **Water**

There is an existing 8-inch diameter water main that extends along Schwabe St., located approximately 30-feet east of the west right-of-way line. This main is available for service.

There is an existing 8-inch diameter water main that extends along Valley View Dr., located approximately 11-feet south of the north right-of-way line. This main is available for service.

Previous water pressure from fire hydrant #2241, located on the east corner of Schwabe St. and Valley View Dr., has yielded a static pressure of 100 (psi), a residual pressure of 94 (psi), and a discharge of 1,342 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

## **Sanitary Sewer**

There is an existing 8-inch diameter sanitary sewer main that extends along Schwabe St., located approximately 16-feet east of the west right-of-way line. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along Valley View Dr., located approximately 20-feet south of the north right-of-way line. This main is available for service.

**General**

Each lot shall have a separate water and sewer connection fronting the limits of each lot.

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**

EPW-Stormwater provided comments to this site under Schwabe Subdivision.

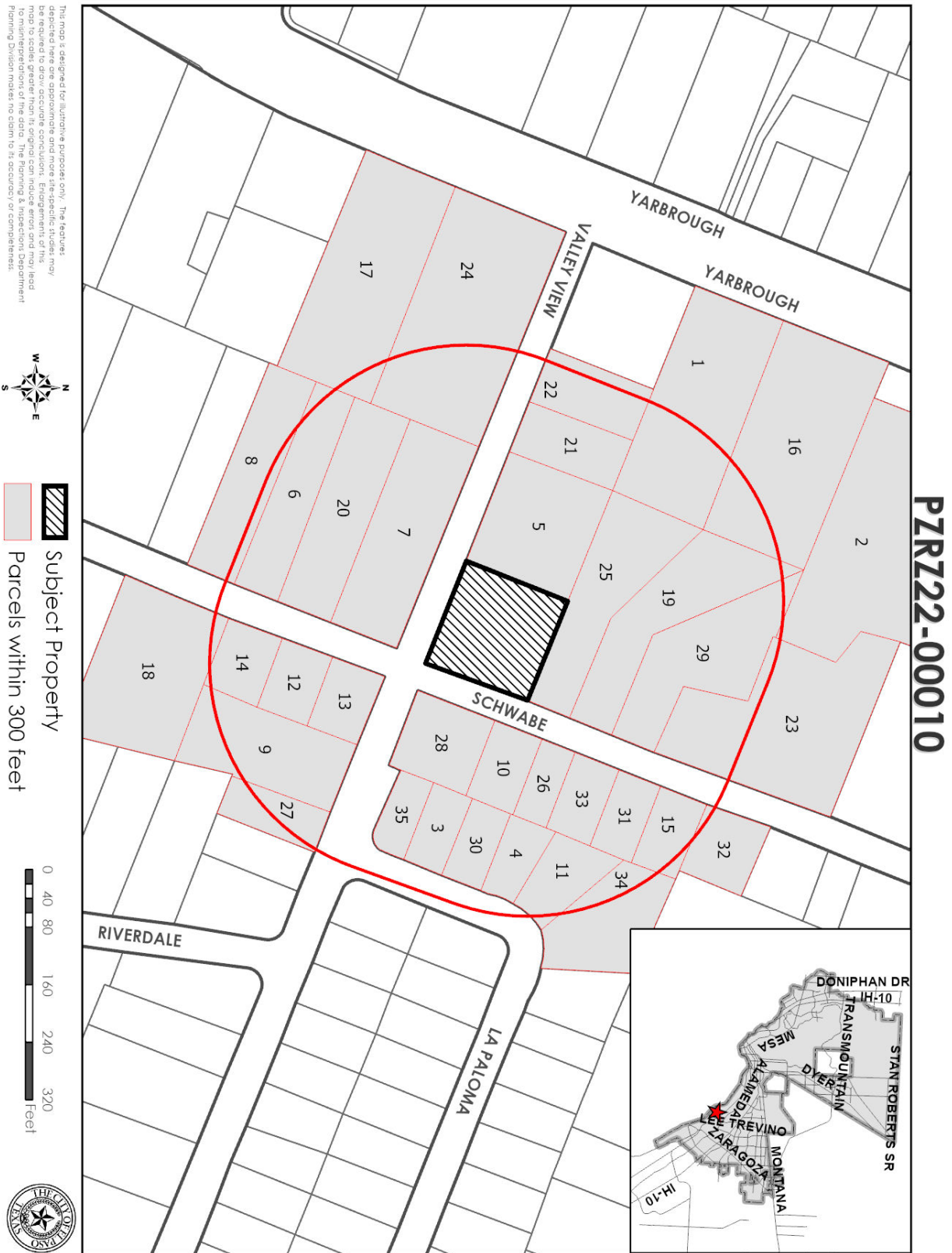
The Street & Drainage Improvements for Valley View Dr. (City #235534) did not include this vacant lot on their drainage calculations; developed runoff must stay within each tract (see note below).

The proposed ponding area shown, shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the pond as “Private”.

**El Paso County Water Improvement District 1**

No comments received.

# ATTACHMENT 4





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 22-1044, **Version:** 1

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### **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.*

Public Hearing on the Proposed Budget, as amended, for the City of El Paso, filed by the City Manager with the City Clerk on July 14, 2022, which begins on September 1, 2022 and ends on August 31, 2023.

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

**AGENDA DATE:** August 16, 2022

**PUBLIC HEARING DATE:** August 16, 2022

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

K. Nicole Cote, Interim Managing Director, (915) 212-1092

**DISTRICT(S) AFFECTED:** All

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

**SUBGOAL:** N/A

**SUBJECT:**

Public Hearing on the Proposed Budget, as amended, for the City of El Paso, filed by the City Manager with the City Clerk on July 14, 2022, which begins on September 1, 2022 and ends on August 31, 2023.

**BACKGROUND / DISCUSSION:**

Public hearing is in accordance with section 7.3B of the City Charter. Budget sessions occurred on June 27 and 28, 2022. Notice of this Public Hearing on the Proposed Budget was printed in the El Paso Times and El Diario on August 5, 2022.

**PRIOR COUNCIL ACTION:**

The FY 2022 Annual Budget for the City of El Paso was adopted by Resolution on August 24, 2021.

**AMOUNT AND SOURCE OF FUNDING:**

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**   X   YES      NO

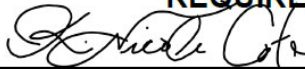
**PRIMARY DEPARTMENT:**

**SECONDARY DEPARTMENT:**

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\*\*\*\*\***REQUIRED AUTHORIZATION**\*\*\*\*\*

**DEPARTMENT HEAD:**



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

**CITY OF EL PASO  
FISCAL YEAR 2023 BUDGET RESOLUTION**

**WHEREAS**, on July 14, 2022, the City Manager of the City of El Paso filed the Fiscal Year 2023 (“FY 2023”) Proposed Budget of the City of El Paso with the City Clerk; and

**WHEREAS**, the Proposed Budget was made available for the inspection by any person and was posted on the City’s website in accordance with Section 102.005 of the Texas Local Government Code; and

**WHEREAS**, on August 5, 2022, the City Clerk published notice in the El Paso Times and El Diario, newspapers of general circulation in the county in which the City of El Paso is located, of a public hearing regarding the City of El Paso FY 2023 Budget Resolution, in accordance with the Charter of the City of El Paso and Section 102.0065(a) of the Texas Local Government Code; and

**WHEREAS**, said public hearing was held on August 16, 2022, by the City Council regarding the City of El Paso’s Proposed Budget at which all interested persons were given the right to be present and participate; and

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

1. That the Proposed Budget for the City of El Paso filed by the City Manager with the City Clerk on July 14, 2022, is hereby approved and adopted by the City Council as the Annual Budget for the FY 2022, which begins on September 1, 2022 and ends on August 31, 2023.
2. The City Manager or his/her designee is hereby authorized to appropriate the reserve amount as part of City Attorney’s appropriation for external legal counsel, claims, and litigation expenses.
3. That the budget for confiscated funds shall be provided by the Chief of Police and submitted to the City Manager or his/her designee by January 31, 2023 with a financial report showing all appropriations for FY 2023 for all confiscated or condemned monies in a format approved by the City Manager or his/her designee.
4. That the City shall not enter into any agreement requiring the expenditure of monies if such agreement shall extend beyond the current Fiscal Year without the approval of the City Council or the City Manager. In such cases where the City Manager approves the expenditure, he/she is hereby authorized to obligate and/or encumber City funding to pay the City’s expenses, which shall also constitute the approval of City Council for the expenditure of monies extending beyond the current Fiscal Year, as may be required by Texas law.
5. That Department Heads or their designees are hereby authorized to request budget transfers not to exceed \$50,000; provided that each transfer is within the same department. Budget transfers exceeding \$50,000 that are within the same department may be approved by the



City Manager or his/her designee. A budget transfer for personal services appropriations, capital acquisition appropriations or impacting revenue accounts requires the approval of the City Manager or his/her designee.

6. That the City Manager or his/her designee is hereby authorized to make budget transfers between departments and/or non-enterprise funds or reprogram funds within an enterprise department, not to exceed \$100,000, to the extent permitted by law. Budget transfers between departments and/or non-enterprise department funds exceeding \$100,000 shall require City Council approval.

7. That a budget transfer must be approved prior to the occurrence of the expenditure, except for emergency expenditures when approved by the City Manager or his/her designee and ratified by the City Council.

8. That the City Manager or his/her designee is hereby authorized to increase or decrease the budget for any capital projects within a Capital Improvement Program (CIP) approved by the City Council, provided that the change of a project's budget of more than \$1,000,000 requires additional Council approval. No project budget may be reduced to zero or deleted unless the project has been completed. Expenditures must be in compliance with applicable laws and policies and a quarterly report must be provided to Council on the budgets for capital projects that the City Manager or his/her designee has established, amended or deleted.

9. That the City Manager or his/her designee is hereby authorized to add to an existing Capital Improvement Program (CIP). Addition of a project to an approved Capital Improvement Program (CIP) must meet the purpose of the proceeds from which the original CIP was funded and the addition of such project(s) cannot exceed more than \$500,000 without City Council authorization. Expenditures must be in compliance with applicable laws and policies and a quarterly report must be provided to Council on the budgets for capital projects that the City Manager or his/her designee has established or added.

10. That the City Manager or his/her designee is hereby authorized to allocate investment earnings on unspent bond proceeds to projects and purposes within the relevant bond authorization, provided that an allocation of more than \$500,000 to an individual project or purpose requires Council approval.

11. That the City Manager or his/her designee is hereby authorized to receive funds associated with Texas Department of Transportation (TXDOT) reimbursements to the City and appropriate the funds to TXDOT project matches awarded through the Metropolitan Planning Organization provided the projects are included in an existing Capital Improvement Program.

12. That the City Manager or his/her designee is hereby authorized to receive funds associated with El Paso Water Utilities (EPWU) reimbursements to the City and appropriate the funds to authorized street projects, park ponds or other designated city projects.

13. That any budget transfer submitted to City Council shall be accompanied by an explanation from the department and a recommendation from the City Manager or his/her



designee. The department's explanation must be sufficiently clear and provide adequate detail for the members of City Council to determine the need for the transfer.

14. That the City Manager or his/her designee is hereby authorized to establish or amend budgets and staffing table changes for Interlocal Agreements, grants, and similar awards when the Interlocal Agreement or applications for such grants and awards have been previously approved by the City Council or the City Manager. All Interlocal Agreements or grant applications requiring City Council approval shall be prepared in accordance with established procedures. The agenda item shall clearly state (i) the funding source for Interlocal Agreements or (ii) the type and amount of the required City match and the funding source of the grant match. The City Manager or his/her designee is hereby authorized to make such budget transfers and staffing table changes as are needed to close completed Interlocal Agreements, grants, and capital projects.

15. That the City Manager or his/her designee is hereby authorized to accept and appropriate funds associated with donations made to the City in an amount not to exceed \$50,000.

16. That the City Manager or his/her designee is authorized to issue, without further City Council action, purchase orders against any contract offered through the Cooperative Purchasing Network, the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, the Texas Association of School Boards, Inc. (TASB, Inc.) Cooperative Purchasing Buy Board, the ESC-Region 19 Cooperative Purchasing Program, the Harris County Department of Education Cooperative Purchasing Program, Tarrant County Cooperative Purchasing Program, Texas Procurement and Supportive Services (TPASS), Texas Multiple Award Schedule (TMAS and TXSmartBuy), State of Texas Department of Information Resources (DIR), , Technology Bidding and Purchasing Program (PEPPM), U.S. General Services Administration (GSA), National Intergovernmental Purchasing Alliance Company dba OMNIA Partners, Public Sector and/or Communities Program Management, LLC d/b/a U.S. Communities (collectively, the "OMNIA Partners Parties") Region 8 Education Service Center, International Purchasing System Program ("TIPS"), Division of Purchases and Supply (DPS), a business unit of the Department of General Services for the Commonwealth of Virginia and any other cooperative purchasing program authorized by the City Council. The City Manager or his/her designee has the authority to sign any and all agreements related to purchases pursuant to this paragraph to effectuate the purchase.

17. That the City Manager or his/her designee is authorized to issue, without further City Council action, purchase orders against any cooperative contract through the electronic catalog maintained /Equal Level. The purchase of vehicles, trucks and/or fire apparatus/pumpers shall be expressly prohibited from being sourced through the e-catalog.

18. That restricted fund(s) shall be expended only for those purposes for which each restricted fund was established.

That all monies in all funds, except for grant funds, budgeted for the City's contribution to the Employee's Health Benefit Program, Worker's Compensation, and Unemployment Funds be appropriately deposited into the respective fund by the City Chief Financial Officer or the City Manager's Designee before the closing of the Fiscal Year, and in accordance with procedures established by the City Manager or his/her designee.

19. That the City Manager or his/her designee is hereby authorized to issue, without further City Council action, purchase orders for annualized insurance coverage in accordance with the amount of funding established for such coverage in FY 2023 budget when the award of such contracts or Interlocal Agreements for coverage has been previously approved by Council.

20. That the City shall calculate monthly deduction, premium, and/or fee for health, dental, vision, life, and disability coverage during the current coverage month effective January 1, 2023. If the coverage effective date for enrollment/change falls on or before the 15th of the month, a full deduction, premium, and/or fee is processed; if the effective date falls after the 15th of the month, no deduction, premium, and/or fee is processed for that month. If the coverage termination date falls on or before the 15th of the month, no deduction, premium, and/or fee is processed; if the termination date falls after the 15th of the month, a full deduction, premium, and/or fee is processed for the month.

21. 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:

a. This resolution hereby establishes the City's minimum wage at \$11.61 per hour effective September 11, 2022 the first full pay period of September 2022. All pay ranges and job classifications will be increased accordingly on September .

b. An increase of \$0.50 per hour, or a minimum of 1.25 %, whichever is greater, for all non-uniform employees shall be paid starting on the September 11, 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 September 11, 2022 of the positions identified herein. Employees must be of active status as of September 11, 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.

c. This resolution hereby establishes the City's minimum wage at \$12.11 per hour effective March 12, 2023, the first full pay period of March 2023. All pay ranges and job classifications will be increased accordingly on March 12, 2023.

b. An increase of \$0.50 per hour, or a minimum of 1.25 %, whichever is greater, for all non-uniform employees shall be paid starting on the March 12, 2023 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 March 12, 2023 of the positions identified herein. Employees must be of active status as of March 12, 2023 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

22. That any employee pay increases for non-uniformed employees shall be given on the date or dates established by the City Manager based on the availability of funding for such purposes in FY 2023. No employee pay increases shall be paid retroactively to an anniversary date or date of a performance evaluation. Any increases for certification pay established in Ordinance 8064, as amended, or by resolution pursuant to the Ordinance as may be appropriate, may be given by the City Manager in the manner provided for in or by the Ordinance to the eligible employee classifications set forth in **Schedule B-1**.

23. That for purposes of recognizing the service time of an employee (classified, unclassified and/or contract) other than uniformed employees covered under collective bargaining agreements an amount that most closely approximates a two percent (2%) increase will be added to the base pay of each employee on the anniversary date of five (5) years of service, two and one half percent (2.5%) on the anniversary date of ten (10) years of service, three percent (3%) on the anniversary date of fifteen (15) years of service, and three and one half percent (3.5%) on the anniversary date of twenty (20) years of service and four percent (4%) on the anniversary date of twenty five (25) years of service and four and one half percent (4.5%) on the anniversary date of thirty (30) years of service and five percent (5%) for any other five year incremental period on or beyond thirty five (35) years of service accrued by an employee.

24. That all performance-based and goal-based increases and/or one-time payments shall be subject to the availability of funds and expended as determined or authorized by the City Manager or his/her designee, except for such increases and/or payments that are otherwise governed by an employment contract.

25. That the City Manager be authorized to establish employee incentive program(s), subject to the availability of funds, and approve such administrative policies and procedures necessary for the inception and implementation of such programs:

(a) the wellness program in the City's health benefit plan for the amount established in each fiscal year's budget in an amount not to exceed \$150 per employee each month during the fiscal year, in accordance with the City Manager's administrative policy and shall include a component that allows City employees to earn up to one wellness day off annually (as designated in the administrative policy); and

(b) employees whose job specifications require a commercial driver's license or whose work includes the tracking of specific safety criteria to be eligible for a payment not to exceed \$350 per employee each year based on the employee's accident-free driving record established safety criteria for a period (i.e. quarterly, semi-annually, etc.) to be established in administrative policy and payable in increments based on such periods; and

(c) employees whose job specifications requires or may require a commercial driver's licenses may be eligible for additional pay of \$90 per pay period, provided that the employee must be in active status, their CDL in good standing, and otherwise in conformity with approved administrative CDL retention policies; and

(d) non-executive level employees will receive incentive pay of 10% of base salary while employed with the Office of the Comptroller (OTC). This incentive is only effective during their employment at OTC and otherwise in conformity with approved administrative OTC incentive pay policies; and

(e) one-time payments in an amount not to exceed \$100 (and any taxes due) for each employee who is assigned additional duties in serving on a Lean Six Sigma team; and

(f) monthly payments in an amount not to exceed \$300 per month for each employee during the period in which each is assigned additional duties as strategic plan mentor leaders; and

(g) for perfect attendance in a 6 month period established by administrative policy, cash payment of \$50 and the option to convert 8 hours of sick leave for personal business, as set forth in the administrative policy; and

(h) monthly payments prorated in an amount not to exceed 3% of current annual salary for each employee who is assigned additional responsibilities for completion of major project whose scope has broad citywide application.

(i) Qualifying non-uniform employees will receive a lump sum not to exceed \$250 as part of an annual performance review as defined under the administrative policy.

(j) payments in an amount of \$90 per pay period for each employee whose job requires immunizations to ensure the health and safety of the employees and animals during their employment at Animal Services and the Zoo and otherwise in conformity with approved administrative ASD and Zoo infectious disease and/or incentive pay policies.

26. That Appendix A, as required to be maintained by the Human Resources Director and approved by the City Council by the Classification and Compensation Plan, Ordinance 8064, as amended, shall be as established as set forth in **Schedule D**, for such time until the

Council, by resolution and as provided in Ordinance 8064, should amend or further revise.

27. That the City Manager is hereby authorized to annually adopt a Tuition Assistance Policy, which provides for tuition assistance to qualified employees in accordance with the amount of funding established for such a program. Such policy may be amended as deemed necessary by the City Manager.

28. That based on the availability of funds, the City Manager is authorized to expend no more than \$200,000 from the budget to establish and implement an on-the-spot rewards program to provide small monetary awards (face value up to \$250) to recognize immediately extraordinary acts, accomplishments or contributions that are above and beyond the typical duties of the rewarded employee. On-the-spot rewards are not in lieu of merit increases or other salary increases based on sustained high quality employee performance.

29. That the City Manager is authorized through an administrative policy and procedure to approve Department Hybrid Staffing Plans, to provide options that promote and support a high quality of work life balance for City employees, while meeting the customer services needs of the community.

30. That the hotel occupancy taxes collected by the City shall be used by El Paso Convention and Performing Arts Center (Destination El Paso) and the Department of Museums and Cultural Affairs to fund their respective operations in accordance with El Paso City Code and State law. The functions of the Plaza Theater, McKelligon Canyon shall be included with the functions of El Paso Convention and Performing Arts Center (Destination El Paso). Expenditures from said fund shall be made in accordance with their respective adopted budgets.

31. That the special additional hotel occupancy tax collected and deposited into the Venue Project Fund (as well as other amounts contained in such fund) shall be used by the City to pay its obligations under the Master Lease Agreement Relating to the Downtown Ballpark Venue Project between the City and the City of El Paso Downtown Development Corporation or other ballpark costs and such funds are appropriated accordingly.

32. That any travel expenditure for a City Council member that exceeds the FY 2023 City Council member's budget, including discretionary funds for the City Council Member's district, must be approved by the City Council and a funding source shall be identified by the City Council.

33. That City Council members must notify the City Manager or his/her designee of any expenditure from budgeted City Council Special Projects or Discretionary Accounts, so that City staff can maintain a current balance of the individual City Council Member's year-to-date expenditure for said accounts. Prior to the use of a P-Card for a proposed expenditure, City Council members should identify the municipal purpose of the expenditure and the proposed expenditure should be reviewed and authorized by the City Manager or his/her designee in writing, or authorized by the City Council when required, prior to the expenditure. The City Manager or his/her designee shall implement similar appropriate processes when utilizing discretionary funds through any other procurement or a reimbursement process.

34. That all obligations for the payment of money by City departments and agencies, including grantees, shall be made in accordance with procedures established by the City Manager or his/her designee.

35. That no employee or elected official shall incur an obligation for capital, supplies, wages, or otherwise, unless an adequate appropriation has been made in the budget to meet the obligation and said obligation has been incurred in accordance with the accounting, legal, budgetary, purchasing, and Human Resources policies and procedures of the City.

36. That the Full-Time Equivalent (FTE) positions funded by the FY 2023 Budget, and those listed in the Authorized Staffing Table, shall constitute the authorized FTE positions for each department. Requests for changes and additions shall be approved by the City Manager and his/her designee and shall show the impact on the FY 2023 Budget and the estimated impact on expenditures for FY 2024.

37. That any non-vacant classified employee position which is identified for abolishment upon adoption of the FY 2023 Budget, shall be funded until the earlier of October 14, 2022 or sufficient time for the Human Resources Department to carry out the provisions of the City Charter related to lay-offs.

38. That the City Manager is hereby authorized to transfer any amount in the Salary Reserve appropriation, personal services appropriations, contingency appropriations, capital acquisition appropriations between departments within the General Fund or an Enterprise Fund (to the extent permitted by law), whether it is non-uniformed or uniformed salary expense, or capital expense, as necessary in connection with closing the FY 2023.

39. That based on the availability of funds the City Manager or his/her designee shall transfer on a monthly basis \$12,500 from the cash balance of the Bridge Operations Fund to the Bridge Maintenance Fund; transfer on an annual basis revenues derived from ground lease franchises, not to exceed \$91,782 from the Bridge Operations Fund to the Bridge Maintenance Fund. Any remaining balance shall be transferred to the General Fund, except for the \$25,000 Unreserved Balance and any required cash, which must be maintained pursuant to any bridge revenue bond covenants or other debt financing.

40. That all non-expended appropriations in the General Fund and Enterprise Fund shall lapse at the end of FY 2023, unless reviewed and approved not to lapse by the City Manager or his/her designee.

41. That within forty-five (45) working days after the close of each fiscal quarter, the City Manager or his/her designee shall provide a quarterly report to City Council regarding the status and year-end projection of the budget.

42. That the City shall charge the maximum allowable interest rate and impose the maximum allowable penalty pursuant to State or Federal laws, on any amounts past due to the City. Any amounts that are one hundred twenty (120) days past due will be reported to the Credit Bureau, in accordance with State and Federal law, and will be turned over to the City Attorney or a collection agency for collection or the proper disposition.

43. That the annual parking meter revenue in account number 440200 (Parking Meter Revenue) may be allocated on a monthly basis to a restricted account called Plaza Theater Sinking Fund in the Debt Service Fund to satisfy debt requirements for the fiscal year, that the City Manager or his/her designee be authorized to appropriate additional funding from this account for the replacement of parking meters upon approval of the City Manager of a meter replacement program based on availability of funds in this account, and that all funds exceeding the debt service requirement and meter replacement capital requirements for the fiscal year be deposited to the General Fund.

44. That monies that the City receives from licenses, fees, fines, and other charges for services shall be analyzed to determine if the City is recovering the cost of providing such services. Recommendations shall be made to the City Manager or his/her designee for any revisions to licenses, fees, fines and other charges.

45. That appropriation control for expenditures shall be at the Object Level.

46. That expenditures shall be in accordance with the City of El Paso – Strategic Plan.

47. That **Schedule A** amends revenues and appropriations to the City Manager's filed budget; **Schedule B** amends staffing tables to the City Manager's filed budget and **Schedule B-1** sets forth the employee classifications eligible for certification pay; **Schedule C** sets forth fees and formulas for calculating certain fees that are to be charged by the City for the goods and services it provides; **Schedule D** contains Appendix A, as referenced by the Classification and Compensation Plan, Ordinance 8064, as amended; and **Schedule E** sets forth the list of and approved budget for annualized computer software and hardware which may be purchased as a sole source.; and **Schedule F** is the 2021 Tax Rate Calculation Worksheet included in accordance with Texas Tax Code Chapter 26. For any programs, activities, presentations, classes or services that have a fee range listed within Schedule C, the department head shall determine and charge a fee within the stated range for each particular activity, presentation, class or service in the amount that will recover the City's costs, as reviewed and approved by the City Manager or his/her designee. Any revisions or additions to the fees listed in Schedule C, or the process or formula used for setting fees, shall be approved by simple resolution of the City Council.

48. That the City Manager or his/her designee is authorized to determine when it is practicable for the City to accept payments by credit card of a fee, fine, court cost or other charge in accordance with City Ordinance No. 15051. Service charges added to the payment shall be in conformity with state statutory requirements and will be in such amount(s) as listed in Schedule C, provided that in the event that bank charges imposed on the City relating to credit card acceptance increase during the fiscal year, the City Manager is authorized to increase the service

charge amount(s), so as to cover the City's increased costs.

49. That the Department of Aviation shall be authorized to collect a daily rental fee for space in their cargo buildings and daily terminal fees as set forth in Schedule C., and the department shall collect the fees authorized in prior resolutions of the City Council for hangars, tie-downs, storage, heavy aircraft parking and for public parking at the Airport in the amounts as set forth in Schedule C attached hereto and that Schedule C shall be the controlling resolution for the establishment of the specific amounts of these fees.

50. That the Department of Aviation's Foreign Trade Zone is authorized to collect fees to recover costs, as set forth in Schedule C, relating to duties in connection with (a) Blanket Admission – 214; (b) Direct Delivery Admission, Subsequent 214; (c) Application Fee, Subzone; (d) Application Fee, New General Purpose Site (Minor Boundary Modification); (e) Application Fee, Expansion Site (Magnet); and (f) Alteration Request. The Department of Aviation's Foreign Trade Zone is also authorized to collect fees based on other changes as outlined in the Schedule C.

51. That in addition to City created programs, activities, presentations, classes ("City programs") and City produced or supported publications that are offered to the public in conjunction with the missions of the various departments for which the fees are separately established in Schedule C, the City Council authorizes City department directors to create and offer new City programs and publications, on a trial or temporary basis, as may be of benefit to the public and as the directors may deem appropriate and within his/her department's capacity for providing new City programs or publications. The fee for participation in each such new City program or the cost to obtain such a publication shall be established in an amount that will recover the City's costs to present each such City Program or provide the publication, as reviewed and approved by the City Manager or his/her designee. The City Manager or his/her designee shall maintain a list of all fees approved pursuant to this paragraph, which shall be made available to the public.

52. That the City Council sets the level of City funding support to persons and organizations seeking such support for parades that fulfill a public purpose in accordance with the process, criteria and other provisions of Section 13.36.050 E of the City Code, in an amount not to exceed \$175,000, and that the City Manager is authorized to equitably allocate such funding among the qualified applicants and sign funding agreements with such applicants.

53. That the City Council sets the maximum level of funding for the Parks and Recreation Department's needs assessment scholarship program, as may be established by ordinance, in the amount of \$200,000, with a maximum benefit per child of \$150, for FY 2023. Receipt of scholarship funds for the Club Rec Program does not count towards the \$150 maximum per child limit.

54. That the City Council authorizes the conduct of the Holiday Parade and Tree Lighting as a program event within the Parks and Recreation Department; authorizes funding for the event as established within the City's adopted budget; authorizes the City Manager to



determine and approve participation in the event by other City departments and personnel; and authorizes the Parks and Recreation Department to charge the entry fee as set forth in Schedule C to non-City persons and organizations who submit entries in the parade.

55. That the City Manager is authorized to revise appropriate budgets to provide for changes of functions and reorganization of departments approved by City Council, to include the transfer of functions, duties and related budgets between departments.

56. That the Director of Aviation be authorized to establish a Premium Parking program, as approved by the City Manager, at the airport for public parking at the premium fees set forth in Schedule C, which will allow parking spaces to be reserved in advance by members of the general public.

57. That the Director of Aviation be authorized to establish a program, as approved by the City Manager, at the airport whereby the Director or his/her designee may provide gratis airport parking passes as appropriate for the promotion of the airport as the premier gateway for air transportation for the El Paso region. The total value of all gratis parking passes provided under this program during FY 2023 shall not exceed \$2,000.

58. That the Director of Aviation be authorized to collect fees to recover costs for work completed by El Paso International Airport on behalf of airport tenants in the amounts set forth in Schedule C.

59. The Department of Aviation is authorized to collect fees to recover costs, as set forth in Schedule C, relating to duties in connection with (a) conduct of criminal history background checks; (b) SIDA Badge issuance; (c) AOA Badge issuance; (d) AOA Badge renewal; (e) SIDA/Sterile area badge renewal; and (f) Reimbursement for Lost Not Returned Badges as listed on Schedule C.

60. That the environmental service franchise fee will be used to support the General Fund expenditures of the Streets and Maintenance department.

61. That the Department of Environmental Services is authorized to collect fee to recover costs, as set forth in Schedule C, related to safety articles sold upon request to members of the public accessing the Greater El Paso Landfill.

62. That the Department of Animal Services is authorized to collect fees to recover costs as set forth in Schedule C, related to the veterinary services provided at the City's spay and neuter clinic, for services provided at the clinic and shelter relating to the health and safety of animals, and for those services that are provided to the animal while at its facilities in order to bring the animal into compliance with the El Paso City Code's requirements. The Director of Animal Services is authorized to waive or reduce animal services fees in Schedule C, when appropriate and in line with their mission.

63. That the Department of Environmental Services is authorized to provide mulch/compost at the Citizen Collection Stations and at the Greater El Paso Landfill at no cost to

citizens or commercial customers that pick up the mulch/compost and may collect a delivery fee from commercial customers requesting delivery, since the recycling of trees and other yardwaste used to generate mulch/compost serves a health and public safety purpose because materials are diverted from the City's landfills and the useful life of the landfills is extended.

64. That the City Manager or his/her designee be authorized to negotiate, award and enter into agreements and other documents on behalf of the City for the annualized computer licenses and maintenance of software and hardware specified in **Schedule E**, and any software or hardware that are available only from one source pursuant to applicable laws, in amounts not to exceed the amounts in the FY 2023 approved budget and set forth in **Schedule E**; provided, however, that all such agreements are in compliance with law and shall be approved as to form by the City Attorney.

65. That the City Council will allow the Public Service Board and the El Paso Water Utilities to use fire hydrants in conjunction with requiring developer dedications or payments for the costs of fire hydrants and together with the value of the use of City right-of-way in conjunction with system operation and functions by the Public Service Board and the El Paso Water Utilities, they are in exchange for all charges and costs owed by the City for water used by the City for firefighting purposes, and this provision supersedes all prior resolutions of the City Council regarding this matter.

66. That any non-expended funds in the General Fund appropriations allocated to each City Council representative at the end of FY 2022 shall be allocated to the discretionary fund of each respective City Council representative in FY 2023.

A City Council member shall not expend funds from their discretionary accounts during the Lamé Duck period, which is the time period from the date of any City election until inauguration of those elected.

67. That the City Manager is authorized to establish or amend the budget for the Parkland dedication fees special fund for FY 2023, provided that such funds are committed and used in compliance with applicable city ordinances.

68. That the City Manager may appropriate up to \$500,000 from the Fleet Internal Service Fund reserves for the Streets and Maintenance Department purchase of fuel and inventory items for the city fleet.

69. That the franchise fee paid by the El Paso Water Utilities in the amount not to exceed \$6,550,000.00 ("PSB Infrastructure Franchise Fee"), which compensates the City of El Paso for the use of city streets and rights of way for utility lines and wear and tear on City streets, will be allocated as follows: up to \$3,000,000.00 will be allocated to street maintenance and the remaining PSB Infrastructure Franchise Fee funds to the General Fund.

70. City Council establishes that the police department adopted budget was

\$157,607,717 for FY 19-20, \$165,428,929 for FY 20-21, and \$177,025,187 for FY 21-22. The police department budget for FY 22-23 is hereby established to be \$192,249,635. Therefore, the City Council of the City of El Paso, Texas finds and declares that the City of El Paso is not a defunding municipality as provided in Chapter 109 of the Texas Local Government Code.

71. That the City Manager or his/her designee shall immediately file, or cause to be filed a true copy of the FY 2023 Budget and a copy of this Resolution in the offices of the City Clerk and the County Clerk of El Paso, and post the same on the City's website.

*[SIGNATURES BEGIN ON THE FOLLOWING PAGE]*

**PASSED AND APPROVED** this \_\_\_\_ day of August 2022.

**CITY OF EL PASO:**

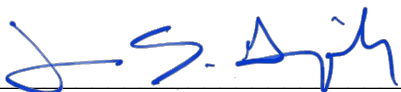
**ATTEST:**

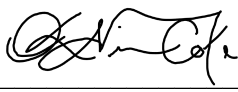
\_\_\_\_\_  
Oscar Leaser  
Mayor

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

For   
\_\_\_\_\_  
Donald Davie  
Assistant City Attorney

  
\_\_\_\_\_  
K. Nicole Cote, Interim Managing Director  
Office of Management & Budget



Legislation Text

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File #: 22-1047, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Airport, Sam Rodriguez, (915) 212-7301

**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 on behalf of the City of El Paso ("City") be authorized to submit an application to the Office of the Governor, Texas Military Preparedness Commission for the Defense Economic Adjustment Assistance Grant ("DEAAG") for the construction of approximately 1,200 feet of a 120-foot wide roadway corridor from Bert Williams Drive, located in the City of El Paso, to Iron Dust-Off Drive, located on Department of Defense property, in order to provide a secure vehicle corridor between Fort Bliss and William Beaumont Army Medical Center, for an anticipated total project cost of \$3.7 million, with the City providing matching funds in the amount of \$2.85 million and with \$850,000 requested through the DEAAG grant.

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

**DEPARTMENT:** Aviation

**AGENDA DATE:** August 16, 2022

**CONTACT PERSON/PHONE:** Sam Rodriguez, PE – Director of Aviation – 212-7301

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOALS:** No. 1: Create an Environment Conducive to Strong, Sustainable Economic Development

**SUBJECT:**

That the City Manager or designee on behalf of the City of El Paso ("City") be authorized to submit an application to the Office of the Governor, Texas Military Preparedness Commission for the Defense Economic Adjustment Assistance Grant ("DEAAG") for the construction of approximately 1,200 feet of a 120-foot wide roadway corridor from Bert Williams Drive, located in the City of El Paso, to Iron Dust-Off Drive, located on Department of Defense property, in order to provide a secure vehicle corridor between Fort Bliss and William Beaumont Army Medical Center, for an anticipated total project cost of \$3.7 million, with the City providing matching funds in the amount of \$2.85 million and with 850,000 requested through the DEAAG grant.

**BACKGROUND / DISCUSSION:**

The Department of Aviation is submitting an Office of the Governor grant application for the construction of a bypass from Bert Williams Drive to Iron Dust-Off Drive, that if successful will result in the installation of approximately 1,200 feet of new roadway as well as two traffic circles. The roadway is expected to feature a 120' cross-section, inclusive of sidewalk, landscape, lighting, and utilities. Security concerns for Fort Bliss and William Beaumont Army Medical Center are the primary cause for the bypass, as well as to increase public traffic circulation.

The total project cost is estimated to be \$3,700,000. The state share will be in the estimated amount of \$850,000, with an estimated match of \$2,850,000 to be paid for with Airport Enterprise Funds.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Office of the Governor, Texas Military Preparedness Commission - \$850,000

Airport Enterprise Funds - \$2,850,000

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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

## RESOLUTION

**WHEREAS**, Fort Bliss U.S. Army Base (“Fort Bliss”) requires a secure vehicle corridor in the form of a bypass between the military installation and William Beaumont Army Medical Center (“WBAMC”); and

**WHEREAS**, the primary purpose of the bypass is to address security concerns required by the Department of Defense concerning Fort Bliss; and

**WHEREAS**, the only viable route is through El Paso International Airport (“Airport”) property upon a publicly dedicated roadway; and

**WHEREAS**, the roadway in its present configuration cannot provide for both secure and public traffic without a bypass; and

**WHEREAS**, once constructed, pre-screened vehicles will be able to travel freely between Fort Bliss and WBAMC; and

**WHEREAS**, construction of a bypass from Bert Williams Drive to Iron Dust-Off Drive will eliminate security risks as well as reduce operational overhead;

**WHEREAS**, the City is willing to construct said bypass.

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

The City Manager or designee on behalf of the City of El Paso (“City”) be authorized to submit an application to the Office of the Governor, Texas Military Preparedness Commission for the Defense Economic Adjustment Assistance Grant (“DEAAG”) for the construction of approximately 1,200 feet of a 120-foot wide roadway corridor from Bert Williams Drive, located in the City of El Paso, to Iron Dust-Off Drive, located on Department of Defense property, in order to provide a secure vehicle corridor between Fort Bliss and William Beaumont Army Medical Center, for an anticipated total project cost of \$3.7 million, with the City providing matching funds in the amount of \$2.85 million and with \$850,000 requested through the DEAAG grant.

Furthermore, that the City Manager, or designee, be authorized to explore funding sources and partnerships and to execute any documents and agreements in relation to the grant, funding sources, and/or partnership agreements, after consultation with the City Attorney’s Office. In addition, the City Manager or designee is authorized to accept a grant award and sign any related documents, including but not limited to budget transfer authorizations, revisions to the operation plan, grant amendments, and/or corrections or extensions of the grant that increase, decrease or de-obligate program funds.

(Signatures on the following page)

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**THE 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.  
Aviation Director





Legislation Text

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File #: 22-1027, Version: 1

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**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

**AGENDA LANGUAGE:**

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

Discussion and action on a Resolution to approve the creation of Court 5T - a temporary court - that will be presided over by Associate Judges, as assigned by the Presiding Judge. The time period will be from October 1, 2022 to September 30, 2023, to assist with the large number of pending cases caused by the reduction in docket counts, closures, and safe distancing requirements in response to the COVID-19 Pandemic. The Court will handle primarily traffic violations but will also hear Class C, accidents, and animal violations.

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

**AGENDA DATE:** August 16, 2022

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Lilia Worrell, Municipal Court Clerk  
915-212-5822

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL: No. 2: Set the Standard for Safe and Secure City**

**SUBGOAL: 2.7 Maximize Municipal Court efficiency and enhance customer experience**

**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 to approve the creation of Court 5T – a temporary court – that will be presided over by Associate Judges, as assigned by the Presiding Judge. The time period will be from October 1, 2022 to September 30, 2023, to assist with the large number of pending cases caused by the reduction in docket counts, closures, and safe distancing requirements in response to the COVID-19 Pandemic. The Court will handle primarily traffic violations but will also hear Class C, accidents, and animal violations.

**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?**

Due to the Covid pandemic the number of cases awaiting a trial or hearing has increased dramatically. The current case count awaiting a setting is at 74,000; therefore, to address the backlog, a resolution for the creation of a 12 month temporary court will be brought forward. There will be 2 sessions scheduled in the morning. The Presiding Judge will assign Associate Judges to preside over the court. The estimated start date will be October 1, 2022.

**PRIOR COUNCIL ACTION:**

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

There have been 3 previous temporary courts created in the past: one in 2006-2007, 2012 and 2021.

**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?**

A separate division will be created - \$ 300,000 from the City's General Fund; it does not require a budget transfer

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Municipal Court  
SECONDARY DEPARTMENT: City Attorney's Office

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:

*Lila Worrell*

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

## RESOLUTION

**WHEREAS**, Texas Government Code section 29.007 authorizes a home-rule municipality, by charter or ordinance, to divide its Municipal Court into divisions, one of which is presided over by the presiding judge, and the divisions by associate judges with the same powers of the presiding judge; and

**WHEREAS**, City Code Section 2.44.010(B) authorizes the City Council to establish, by resolution, a temporary division of the presiding judges to provide efficient adjudication of a large number of pending cases caused by unforeseen circumstances; and

**WHEREAS**, there is a significantly large number of pending cases caused by closures, and safe distancing requirements at the Municipal Courts due to the COVID-19 pandemic; and

**WHEREAS**, the creation of a temporary division of the current presiding Judge's designated court, Municipal Court Number Five for one year, will allow for a more expeditious adjudication of these pending cases and disposition of the business of the Courts.

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

That the City Council hereby authorizes a temporary municipal court, to be known as Court 5T, in accordance with City Code 2.44.010(B) for one year, beginning on October 1, 2022 and ending on September 30, 2023 in order to assist with a large number of pending cases caused by the closures, and safe distancing requirements in response to the COVID-19 Pandemic.

Court 5 T shall operate as directed by the Presiding Municipal Judge, pursuant to Texas Government Code Section 30.00128(f). This division of the Court may be in concurrent and continuous session, either day or night or full time or part time, at the discretion of the Presiding Judge.

The Presiding Judge shall assign the various Substitute Associate Municipal Court Judges to Court 5 T in accordance with applicable law.

*(signatures appear on the following page)*

**ADOPTED** this 16 day of August, 2022.

**CITY OF EL PASO**

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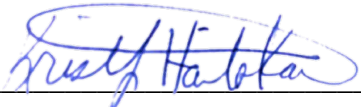
Oscar Leeson  
Mayor

**ATTEST:**

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Laura D. Prine  
City Clerk


**APPROVED AS TO FORM:**



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Kristen L. Hamilton-Karam  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**



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Lilia Worrell  
Municipal Court Clerk



Legislation Text

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File #: 22-1049, Version: 1

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**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, Providencia Velasquez, (915) 212-1567

**AGENDA LANGUAGE:**

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

Discussion and action on an appeal by the property owner of 1121 Terrace Court, El Paso, Texas in the Sunset Heights Historic District regarding a decision rendered by the Historic Landmark Commission (HLC) in HLC Case PHAP22-00022 on June 6, 2022, to deny a Certificate of Appropriateness for the referenced property.

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

**AGENDA DATE:** August 16, 2022

**PUBLIC HEARING DATE:** August 16, 2022

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Providencia Velazquez, (915) 212-1567

**DISTRICT(S) AFFECTED:** 8

**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:**

Discussion and action on an appeal by the property owner of 1121 Terrace Court, El Paso, Texas in the Sunset Heights Historic District regarding a decision rendered by the Historic Landmark Commission (HLC) in HLC Case PHAP22-00022 on June 6, 2022, to deny a Certificate of Appropriateness for the referenced property. (District 8)

**BACKGROUND / DISCUSSION:**

On June 6, 2022, the Historic Landmark Commission voted unanimously to deny the application for a Certificate of Appropriateness for construction of a balcony structure on the main façade after-the-fact with the recommendations that the balcony structure be removed; the windows and doors be replaced with windows and doors to match the historic windows and doors; the fencing be removed and replaced with fencing meeting the guidelines; the stucco be removed from the retaining wall; the balcony, fencing, and stucco be removed within the next thirty (30) days; the windows and doors be replaced within the next sixty (60) days; and no permits shall be approved for the property until it is in compliance.

**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

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

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## PLANNING AND INSPECTIONS DEPARTMENT

### MEMORANDUM

**DATE:** August 8, 2022

**TO:** The Honorable Mayor and City Council  
Tommy Gonzalez, City Manager

**FROM:** Providencia Velázquez, Historic Preservation Officer

**SUBJECT:** Appeal of Historic Landmark Commission Ruling in PHAP22-00022

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The Historic Landmark Commission (HLC), on June 6, 2022, voted unanimously to **DENY** the Certificate of Appropriateness application for construction of a balcony structure on the main façade after-the-fact with the recommendations that the balcony structure be removed; the windows and doors be replaced with windows and doors to match the historic windows and doors; the fencing be removed and replaced with fencing meeting the guidelines; the stucco be removed from the retaining wall; the balcony, fencing, and stucco be removed within the next thirty (30) days; the windows and doors be replaced within the next sixty (60) days; and no permits shall be approved for the property until it is in compliance.

The HLC found that the proposal does not comply with the historic guidelines and that the request was brought before the commission after the construction had been completed, therefore, the commissioners were not allowed to comment on the work prior to the construction taking place. Based on the *Design Guidelines for El Paso's Historic Districts, Sites, and Properties*:

- *Site features that may exist on a property are swimming pools, pergolas, terraces and gardens and every effort should be made to retain those features that remain.*
- *Place non-traditional site features such as swimming pools, playground equipment, concrete pads and basketball goals, tree houses, dumpsters, and trash receptacles only in areas such as rear yards, where they are not visible from the street.*
- *New additions should be designed and constructed so that the character-defining features of the historic building are not radically changed, obscured, damaged or destroyed in the process of rehabilitation.*
- *Any new addition should be planned so that it is constructed to the rear of the property or on a non-character defining elevation and is minimally visible from the public right of way.*
- *Introduce additions in locations that are not visible from the street-generally on rear elevations.*
- *Locate additions carefully so they do not damage or conceal significant building features or details.*
- *Design an addition so it is compatible in roof form, proportions, materials and details with the existing structure.*
- *Design an addition that is compatible with but subtly different from existing historic homes in the district.*
- *Design an addition so that if removed in the future, the historic building's form and character defining features are not obscured, damaged, or destroyed.*

*The Secretary of the Interior's Standards for Rehabilitation recommend the following:*

- *The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.*



- *New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property.*

*The recommendations are that the balcony structure be removed; the windows and doors be replaced with windows and doors to match the historic windows and doors; the fencing be removed and replaced with fencing meeting the guidelines; the stucco be removed from the retaining wall; the balcony, fencing, and stucco be removed within the next thirty (30) days; the windows and doors be replaced within the next sixty (60) days; and no permits shall be approved for the property until it is in compliance.*

**Attachments:** Appeal Letter, Staff Report, Certificate of Appropriateness

July 20, 2022

City Clerk  
City of El Paso  
300 N. Campbell  
El Paso, Texas 79901

CITY CLERK DEPT  
2022 JUN 21 PM1:38

Re: Historic Landmark Commission Decision  
Property owner: Ricardo Feria  
Location: 1121 Terrace Court  
Legal Description: 7 Sunset Heights 30 & 31 (6000 Sq Ft), City of El Paso  
El Paso County, Texas

City Clerk,

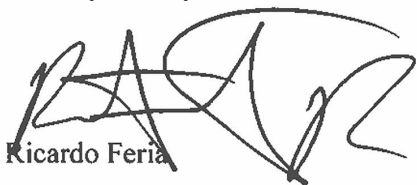
This is the required appeal to the City Council of El Paso regarding the denial of a Certificate of Appropriateness by the Historic Landmark Commission dated July 6, 2022.

What the Commission is requiring is like rebuilding the entire front of the house in 30-60 days and is impossible to accomplish. There are other pergolas and noncompliance in the neighborhood and this property has been targeted. Just walking through the neighborhood, it is obvious that there are multiple severe code violations and at least half the homes are not in compliance with the Historic Landmark Commissions guidelines.

The amount of money required to make the changes demanded by the Historic Landmark Commission would cause extreme economic hardship. These are changes that have been slowly made as funding was available to improve the property for the last 20 years. We have expressed a willingness to attempt to change the architectural look of the porch to make it like the main structure.

As the owner I am asking that the City Council to override the decision of the Historic Landmark Commission and let all the time and effort I have put into my house not be thrown out and my house be required to basically be rebuilt. I don't have the money to accomplish this.

Thank you for your consideration,

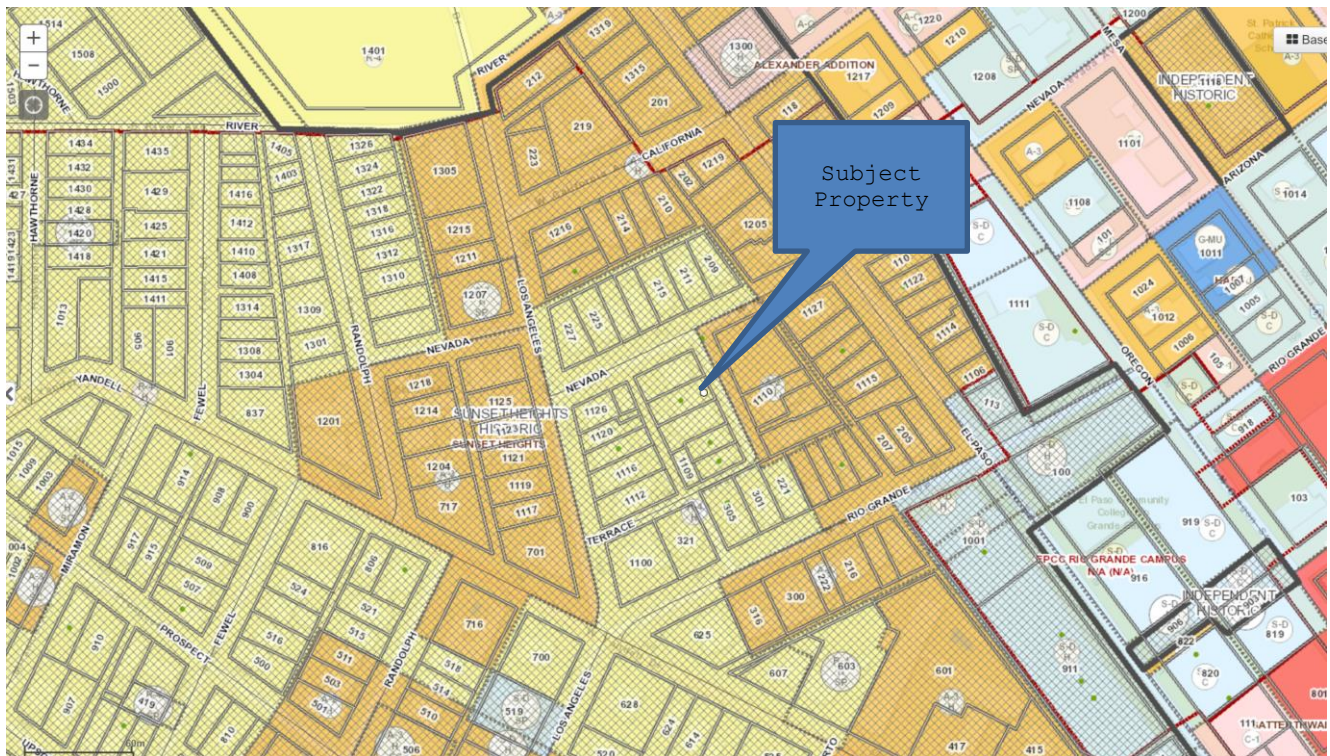
  
Ricardo Feria



**PHAP22-00022**

**Date:** June 6, 2022  
**Application Type:** Certificate of Appropriateness  
**Property Owner:** Ricardo Feria  
**Representative:** Ricardo Feria  
**Legal Description:** 7 Sunset Heights 30 & 31 (6000 Sq Ft), City of El Paso, El Paso County, Texas  
**Historic District:** Sunset Heights  
**Location:** 1121 Terrace Court  
**Representative District:** #8  
**Existing Zoning:** R-4/H (Residential/Historic)  
**Year Built:** 1904  
**Historic Status:** Non-Contributing  
**Request:** Certificate of Appropriateness for construction of a balcony structure on the main façade after-the-fact  
**Application Filed:** 5/26/2022  
**45 Day Expiration:** 7/10/2022

**ITEM #3**



**GENERAL INFORMATION:**

The applicant seeks approval for:

Certificate of Appropriateness for construction of a balcony structure on the main façade after-the-fact

**STAFF RECOMMENDATION:**

The Historic Preservation Office recommends DENIAL WITH RECOMMENDATIONS of the proposed scope of work based on the following recommendations:

*The Design Guidelines for El Paso's Historic Districts, Sites, and Properties* recommend the following:

- *Site features that may exist on a property are swimming pools, pergolas, terraces and gardens and every effort should be made to retain those features that remain.*
- *Place non-traditional site features such as swimming pools, playground equipment, concrete pads and basketball goals, tree houses, dumpsters, and trash receptacles only in areas such as rear yards, where they are not visible from the street.*
- *New additions should be designed and constructed so that the character-defining features of the historic building are not radically changed, obscured, damaged or destroyed in the process of rehabilitation.*
- *Any new addition should be planned so that it is constructed to the rear of the property or on a non-character defining elevation and is minimally visible from the public right of way.*
- *Introduce additions in locations that are not visible from the street-generally on rear elevations.*
- *Locate additions carefully so they do not damage or conceal significant building features or details.*
- *Design an addition so it is compatible in roof form, proportions, materials and details with the existing structure.*
- *Design an addition that is compatible with but subtly different from existing historic homes in the district.*
- *Design an addition so that if removed in the future, the historic building's form and character defining features are not obscured, damaged, or destroyed.*

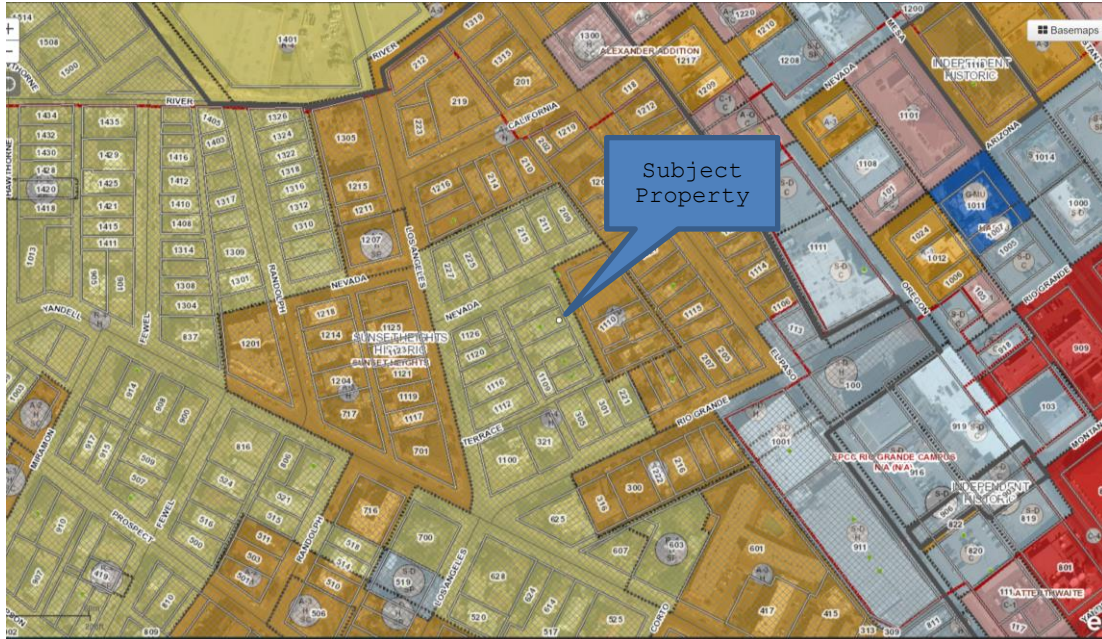
*The Secretary of the Interior's Standards for Rehabilitation* recommend the following:

- *The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.*
- *New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property.*

*The recommendations are that the balcony structure be removed; the windows and doors be replaced with windows and doors to match the historic windows and doors; the fencing be removed and replaced with fencing meeting the guidelines; the stucco be removed from the retaining wall; the balcony, fencing, and stucco be removed within the next thirty (30) days; the windows and doors be replaced within the next sixty (60) days; and no permits shall be approved for the property until it is in compliance.*



## AERIAL MAP



**PREVIOUS PHOTOGRAPH**





**CERTIFICATE  
OF  
APPROPRIATENESS**

**DENIED BY THE EL PASO HISTORIC LANDMARK COMMISSION**

This is to certify that the El Paso Historic Landmark Commission at its regular meeting scheduled on June 6, 2022 *reviewed and denied documentation submitted by:*

<b>Property Owner:</b>	<b>Ricardo Feria</b>
<b>Location:</b>	<b>1121 Terrace Court</b>
<b>Legal Description:</b>	<b>7 Sunset Heights 30 &amp; 31 (6000 Sq Ft), City of El Paso, El Paso County, Texas</b>

**For:**

**Certificate of Appropriateness for construction of a balcony structure on the main façade after-the-fact with the recommendations to have the balcony structure be removed; the windows and doors be replaced with windows and doors to match the historic windows and doors; the fencing be removed and replaced with fencing meeting the guidelines; the stucco be removed from the retaining wall; the balcony, fencing, and stucco be removed within the next thirty (30) days; the windows and doors be replaced within the next sixty (60) days; and no permits shall be approved for the property until it is in compliance**

The Commission finds that the proposed scope of work will adversely affect the architectural or historical significance of the Sunset Heights Historic District, within which this site is located.

**THEREFORE, appropriate building permits may not be issued.**

---

Ivan Lopez, Chair  
El Paso Historic Landmark Commission

---

Date



Legislation Text

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File #: 22-1016, Version: 1

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**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, Robert Cortinas, (915) 212-1067

**AGENDA LANGUAGE:**

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

Discussion and action on the Resolution that the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2022 by Paseo Del Este Municipal Utility District No. 4 with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** City Manager's Office

**AGENDA DATE:** August 16, 2022

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME AND PHONE NUMBER:** Robert Cortinas, Chief Financial Officer (915) 212-1067

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 6: Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:** 6.5

**SUBJECT:**

Discussion and action on the resolution that the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2022 by Paseo Del Este Municipal Utility District No. 4 with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

**BACKGROUND/ DISCUSSION:**

On December 3, 2002 the City Council of the City of **El Paso** ('City') consented to the creation of Paseo Del Este Municipal Utility Districts Nos. 1 through 9 ("Districts") in the City of **El Paso's** Extraterritorial Jurisdiction. The City's conditions for the creation of the Districts was that the City is to review and approve the Districts' bonds and notes prior to issuance and may place restrictions on the terms and provisions of each of the District's bonds and notes issued to provide service to the land and conditions on the sale of the District's bonds and notes to the extent such restrictions and conditions do not generally render the bonds and notes of the Districts unmarketable.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



---

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## RESOLUTION

**WHEREAS**, on December 3, 2002 the City Council of the City of El Paso ("City") consented to the creation of Paseo Del Este Municipal Utility Districts Nos. 1 through 9 ("Districts") in the City of El Paso's Extraterritorial Jurisdiction; and

**WHEREAS**, the City's consent to the creation of the Districts was subject to several conditions; and

**WHEREAS**, one of the City's conditions for the creation of the Districts was that the City is to review and approve the Districts' bonds and notes prior to issuance and may place restrictions on the terms and provisions of each of the District's bonds and notes issued to provide service to the land and conditions on the sale of the District's bonds and notes to the extent such restrictions and conditions do not generally render the bonds and notes of the Districts unmarketable; and

**WHEREAS**, Paseo Del Este Municipal District No. Four ("M.U.D. No. 4") requested review and approval of the issuance of the Unlimited Tax Bonds, Series 2022 Bonds Utility by M.U.D. No. 4 (the "Series 2022 Bonds"); and

**WHEREAS**, the City reviewed the proposed issuance of Series 2022 Bonds by M.U.D. No. 4 and desires to approve the issuance of the bonds.

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2022 Bonds in the estimated amount of \$4,790,000, by Paseo Del Este Municipal Utility District No. 4, with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2022.

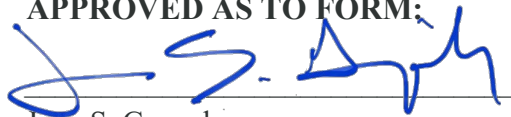
### CITY OF EL PASO:

\_\_\_\_\_  
Oscar Lesser  
Mayor

### ATTEST:

\_\_\_\_\_  
Laura Prine  
City Clerk

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Robert Cortinas  
Chief Financial Officer

**PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER 2, 2022**

THE DELIVERY OF THE BONDS IS SUBJECT TO THE OPINION OF BOND COUNSEL AS TO THE VALIDITY OF THE BONDS AND TO THE EFFECT THAT INTEREST ON THE BONDS IS EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES UNDER STATUTES, REGULATIONS, COURT DECISIONS, AND PUBLISHED RULINGS EXISTING ON THE DATE THEREOF, SUBJECT TO THE MATTERS DESCRIBED UNDER "TAX EXEMPTION" HEREIN.

THE DISTRICT EXPECTS TO DESIGNATE THE BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS

**NEW ISSUE - Book Entry Only**

**\$4,790,000**

**PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 4**

*(A political subdivision of the State of Texas located within El Paso County)*

**UNLIMITED TAX BONDS, SERIES 2022**

**Dated: October 1, 2022**

**Due: August 15, as shown below**

Principal of the Bonds will be payable at stated maturity or redemption upon presentation of the Bonds at the principal payment office of the paying agent/registrar, initially BOKF, NA, (the "Paying Agent/Registrar") in Dallas, Texas. Interest on the Bonds will accrue from the date of delivery of the Bonds (expected to be October 18, 2022), and is payable on February 15, 2023 and on each August 15 and February 15 thereafter until the earlier of maturity or redemption. The Bonds will be issued only in fully registered form in denominations of \$5,000 each or integral multiples thereof. Interest will be calculated on the basis of a 360 day year of twelve 30 day months. The Bonds are subject to redemption prior to maturity as shown below.

The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Beneficial owners of the Bonds will not receive physical certificates representing the Bonds, but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent/Registrar directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds as described herein. See "BOOK-ENTRY-ONLY SYSTEM."

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS**

Due Aug. 15	Principal Amount <sup>(a)</sup>	Interest Rate	Initial Reoffering Yield <sup>(b)</sup>	CUSIP Number <sup>(d)</sup>	Due Aug. 15	Principal Amount <sup>(a)</sup>	Interest Rate	Initial Reoffering Yield <sup>(b)</sup>	CUSIP Number <sup>(d)</sup>
2024	\$ 105,000				2036	195,000			
2025	115,000				2037	205,000			
2026	120,000				2038	215,000			
2027	125,000				2039	225,000			
2028	130,000				2040	235,000			
2029	135,000				2041	245,000			
2030	145,000				2042	260,000			
2031	150,000				2043	270,000			
2032	160,000				2044	285,000			
2033	165,000				2045	300,000			
2034	175,000				2046	315,000			
2035	185,000				2047	330,000			

- (a) The Initial Purchasers may designate one or more maturities as term bonds. See accompanying "OFFICIAL NOTICE OF SALE" and "OFFICIAL BID FORM."
- (b) Initial reoffering yield represents the initial offering yield to the public which has been established by the Initial Purchaser (as herein defined) for offers to the public and which may be subsequently changed by the Initial Purchaser and is the sole responsibility of the Initial Purchaser.
- (c) Bonds maturing on or after August 15, 20\_\_ are subject to redemption prior to maturity at the option of the District, in whole or, from time to time in part, on August 15, 20\_\_, or on any date thereafter, at a price equal to the par value thereof plus accrued interest from the most recent interest payment date to the date fixed for redemption. See "THE BONDS – Redemption Provisions."
- (d) CUSIP Numbers have been assigned to the Bonds by CUSIP Global Services and are included solely for the convenience of the purchasers of the Bonds. Neither the District nor the Initial Purchaser shall be responsible for the selection or correctness of the CUSIP Numbers set forth herein.

The Bonds, when issued, will constitute valid and legally binding obligations of Paseo del Este Municipal Utility District No. 4 (the "District") and will be payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property located within the District. The Bonds are obligations solely of the District and are not obligations of the State of Texas, El Paso County, the City of El Paso or any entity other than the District. Investment in the Bonds is subject to special considerations described herein. See "RISK FACTORS."

The Bonds are offered by the Initial Purchaser subject to prior sale, when, as and if issued by the District and accepted by the Initial Purchaser, subject, among other things, to the approval of the Bonds by the Attorney General of Texas and the approval of certain legal matters by McCall, Parkhurst & Horton L.L.P., Austin, Texas, Bond Counsel. Certain legal matters will be passed upon for the District by Winstead PC, Dallas, Texas as Disclosure Counsel. Delivery of the Bonds through the facilities of DTC is expected on or about October 18, 2022.

**BIDS DUE: September 14, 2022 at 8:00 A.M., Mountain Daylight Time in El Paso, Texas**

**BID AWARD: September 14, 2022 at 9:30 A.M., Mountain Daylight Time in El Paso, Texas**

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The cover page hereof, this page, the appendices included herein and any addenda, supplement or amendment hereto, are part of the Official Statement.

## USE OF INFORMATION IN OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the District.

This Official Statement is not to be used in an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All of the summaries of the statutes, resolutions, contracts, audited financial statements, engineering and other related reports set forth in this Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from Gordon Davis Johnson & Shane P.C., the District's General Counsel, 4695 North Mesa Street, El Paso, Texas 79912 upon payment of duplication costs.

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or other matters described herein since the date hereof. However, the District has agreed to keep this Official Statement current by amendment or sticker to reflect material changes in the affairs of the District and, to the extent that information actually comes to its attention, the other matters described in this Official Statement until delivery of the Bonds to the Initial Purchaser and thereafter only as specified in "PREPARATION OF OFFICIAL STATEMENT-Updating the Official Statement."

## OFFICIAL STATEMENT SUMMARY

The following information is qualified in its entirety by the detailed information appearing elsewhere in this Official Statement.

### THE FINANCING

<i>The Issuer</i> .....	Paseo del Este Municipal Utility District No. 4 (the “District”), a political subdivision of the State of Texas, is located in El Paso County, Texas. See “THE DISTRICT.”
<i>The Issue</i> .....	The District’s \$4,790,000 Unlimited Tax Bonds, Series 2022 (the “Bonds”) are issued pursuant to a resolution (the “Bond Resolution”) of the District’s Board of Directors. The Bonds will be issued as fully registered bonds in denominations of \$5,000 each or integral multiples thereof, maturing on August 15 in each of the years and in the amounts set forth on the cover hereof. Interest on the Bonds accrues from the date of initial delivery of the Bonds (expected to be October 18, 2022), and is payable on February 15, 2023 and on each August 15 and February 15 thereafter until the earlier of maturity or prior redemption.
<i>Redemption</i> .....	The Bonds maturing on and after August 15, 20__, are subject to redemption, in whole or in part, at the option of the District, prior to their maturity dates, on August 15, 20__, or on any date thereafter. Upon redemption, the Bonds will be payable at a price of par plus accrued interest to the date of redemption. See “THE BONDS - Redemption Provisions.”
<i>Source of Payment</i> .....	The Bonds are payable from an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District (see “TAX PROCEDURES”). The Bonds are obligations of the District and are not obligations of the State of Texas, El Paso County, the City of El Paso or any other political subdivision or agency other than the District. See “THE BONDS - Source of and Security for Payment.”
<i>Use of Proceeds</i> .....	Proceeds from sale of the Bonds will be used to reimburse the Developer (as hereinafter defined) for funds advanced on behalf of the District for the District’s pro rata share of costs relating to facilities constructed by or on behalf of Paseo del Este Municipal Utility District No. 1 (the “Master District”) being a portion of costs of certain regional water and sanitary sewer facilities serving the District and the other “Participant Districts” as hereafter defined, including engineering costs (the “Regional Facilities”), and the cost of certain internal water, wastewater and drainage facilities serving the District (the “Internal Facilities”). Bond proceeds will also be used to pay interest to the Developer (hereinafter defined) on funds expended for the foregoing, including engineering costs, to pay 24 months of capitalized interest on the Bonds, to pay administrative advances and creation costs, and to pay certain costs associated with the issuance of the Bonds. See “THE SYSTEM - Use and Distribution of Bond Proceeds.”
<i>Payment Record</i> .....	The District has not previously issued any unlimited tax bonds.
<i>Qualified Tax-Exempt Obligations</i> .....	The District expects to designate the Bonds as “qualified tax-exempt obligations for financial institutions.” See “TAX EXEMPTION - Qualified Tax Exempt Obligations for Financial Institutions.”
<i>Municipal Bond Rating</i> .....	No application for a rating on the Bonds has been made.
<i>General Counsel</i> .....	Gordon Davis Johnson & Shane P.C., El Paso, Texas.
<i>Bond Counsel</i> .....	McCall, Parkhurst & Horton L.L.P., Austin, Texas.
<i>Disclosure Counsel</i> .....	Winstead PC, Dallas, Texas.
<i>Financial Advisor</i> .....	Hilltop Securities, Inc., El Paso, Texas and Dallas, Texas.
<i>Engineer</i> .....	TRE & Associates, LLC, Austin, Texas and El Paso, Texas.
<i>Risk Factors</i> .....	The purchase and ownership of the Bonds are subject to special risk factors, including certain risk factors related to the current pandemic associated with the COVID-19 pandemic, and all prospective purchasers are urged to examine carefully the entire Official Statement for a discussion of investment risks, including particularly the section captioned “RISK FACTORS.”

## THE DISTRICT

<i>Description</i> .....	The District was created by division of Paseo del Este Municipal Utility District (the “Original District”) pursuant to a division order adopted by the Original District on March 27, 2003, and operates pursuant to Chapter 443, Acts of the Texas Legislature, Regular Session, 1997 (the “Act”) and Chapters 49 and 54, Texas Water Code. Prior to division, Paseo del Este Municipal Utility District was created as a Conservation and Reclamation District on May 29, 1997 by the Act. The District presently contains approximately 318.342 acres of land located in the Southeast portion of El Paso County approximately 15 miles east of the central area of the City of El Paso, Texas (the “City”). The District is located north of Interstate Highway 10 and east of Loop 375. Eastlake Boulevard provides access to the District. From Interstate Highway 10, exit Eastlake Boulevard and proceed north approximately 1.4 miles to the intersection of Eastlake Boulevard and Mission Ridge Boulevard, then north along Mission Ridge Boulevard and approximately one mile. The District lies within the exclusive extraterritorial jurisdiction of the City. See “AERIAL PHOTOGRAPH” herein.
<i>Master District Contract</i> .....	The District and nine other districts in the Paseo del Este development in eastern El Paso County known as Paseo del Este Municipal Utility District Nos. 2, 3, 5, 6, 7, 8, 9, 10 and 11 (those ten districts and the Master District being collectively referred to as the “Participant Districts” and individually as “Participant District No. –”) have each entered into a “Master District Contract” with the Master District to coordinate the development of the water, sanitary sewer and drainage facilities to serve the area within all eleven Participant Districts. Under the Master District Contract, the Master District will acquire, construct, own and operate the Regional Facilities to serve the area within all eleven Participant Districts; each Participant District will acquire, construct and own its Internal Facilities serving only area within it and lease the Internal Facilities to the Master District for operation; and the Master District will provide retail water and wastewater service to all retail customers in all of the Participant Districts.
<i>Status of Development</i> .....	<p>The Participant Districts are being developed primarily for single family residential, commercial and industrial purposes, and are within the Paseo del Este development (“Paseo del Este”). Paseo del Este is being developed primarily by Hunt Communities Group, Inc. (“Hunt”) and certain affiliates thereof, and B&amp;G/Sunrise Joint Venture (“B&amp;G”) and is planned to include approximately 4,300 acres of land. The land in Paseo del Este was purchased from the Texas General Land Office by Hunt and affiliates thereof and B&amp;G in varying positions in a series of transactions between 1998 and 2020. As of May 31, 2022, approximately 8,780 single family residential lots have been developed within Paseo del Este, and approximately 7,758 homes are completed or are in various stages of construction in Paseo del Este, including approximately 268 lots and 196 homes which are completed or are in various stages of construction within the District.</p> <p>The development within the District includes Hillside Park at Mission Ridge Unit One; and a portion of Hillside Park at Mission Ridge Unit Two, Hillside Park at Mission Ridge Unit Three, and Hillside Park at Mission Ridge Unit Four.</p> <p>Of the 294.282 acres of developable land in the District, there are 216.541 acres of developable land within the District that have not yet been furnished with water, sanitary sewer and storm drainage facilities. There are 24.060 undevelopable acres within the District. See “RISK FACTORS – Undeveloped Acreage” and “THE DISTRICT – Status of Development.”</p>
<i>The Developer</i> .....	Major water, sewer and drainage facilities and streets to serve land within the District have been developed by Hunt Peyton Estates, LLC, an affiliate of Hunt (hereinafter referred to as the “Developer”). The activities of Hunt and its affiliates include development, construction, consulting and advisory. Water, sewer and drainage facilities to serve specific sections within the District have been acquired or constructed by the Developer. See “THE DEVELOPER.”

## SELECTED FINANCIAL INFORMATION

Tax Year 2022 Certified Assessed Valuation . . . . . \$ 52,956,174 <sup>(a)</sup>

District Debt:

Gross Debt Outstanding (after the issuance of the Bonds) ("Gross Debt Outstanding") . . . . .	\$	4,790,000
Estimated Overlapping Debt . . . . .		<u>1,096,314 <sup>(b)</sup></u>
Gross Debt Outstanding and Estimated Overlapping Debt . . . . .	\$	5,886,314

Ratio of Gross Debt Outstanding to Tax Year 2022 Certified Assessed Valuation . . . . . 9.05%

Ratio of Gross Debt Outstanding and Estimated Overlapping

Debt to Tax Year 2022 Certified Assessed Valuation . . . . . 11.12% <sup>(a)</sup>

Debt Service Funds Available, as of June 10, 2022 <sup>(c)</sup> . . . . .	\$	-
Capital Projects Funds Available, as of June 10, 2022 . . . . .	\$	-
Operating Funds Available, as of June 10, 2022 . . . . .	\$	87,839.63

Tax Year 2022 Tax Rates: <sup>(d)</sup>

Debt Service . . . . .	\$	0.4500
Contract . . . . .		0.2900
Maintenance and Operations . . . . .		<u>0.0100</u>
Total . . . . .	\$	0.7500 /\$100 A.V.

Projected Average Annual Debt Service Requirements (2023 - 2047) of the Bonds ("Average Requirement") \$ 328,886

Tax rate required to pay Average Requirement based upon Tax Year 2022

Certified Assessed Valuation at a 98% collection rate . . . . . 0.6337 /\$100 A.V.

Status of Water Connections as of May 31, 2022:

Single-family residential - completed and occupied . . . . .	196
Single-family residential - completed and vacant . . . . .	-
Single-family residential - under construction - builder . . . . .	72
Other (Irrigation) . . . . .	<u>1</u>
Total Connections . . . . .	269

- (a) As certified by the El Paso Central Appraisal District (the "Appraisal District"). Represents the assessed taxable valuation within the District as of January 1, 2022. See "TAX PROCEDURES."
- (b) See "ESTIMATED OVERLAPPING DEBT STATEMENT" herein.
- (c) Does not reflect twenty-four months of capitalized interest on the Bonds (estimated to be \$479,000 at an interest rate of 5.00%) to be deposited into the Debt Service Fund from Bond proceeds upon closing and delivery of the Bonds. Neither the Bond Resolution nor Texas law requires that the District maintain any particular balance in the Debt Service Fund. See "PRO-FORMA DEBT SERVICE REQUIREMENTS."
- (d) Preliminary, subject to change. The District's Board approved such preliminary tax year 2022 Tax Rates at its August 12, 2022, Board meeting and anticipates adopting these rates as final at its September 9, 2022, Board meeting.

## **PRELIMINARY OFFICIAL STATEMENT**

**\$4,790,000**

### **PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 4**

*(A political subdivision of the State of Texas located within El Paso County)*

### **UNLIMITED TAX BONDS, SERIES 2022**

This Official Statement provides certain information in connection with the issuance by Paseo del Este Municipal Utility District No. 4 (the “District”) of its \$4,790,000 Unlimited Tax Bonds, Series 2022 (the “Bonds”).

The Bonds are issued pursuant to the Texas Constitution, Chapter 443, Acts of the Texas Legislature, Regular Session, 1997 (the “Act”) and Chapters 49 and 54 of the Texas Water Code, as amended, a resolution authorizing the issuance of the Bonds (the “Bond Resolution”) adopted by the Board of Directors of the District (the “Board”), and an order of the Texas Commission on Environmental Quality (the “TCEQ”).

This Official Statement includes descriptions, among others, of the Bonds and the Bond Resolution, and certain other information about the District and the Developer of land within the District. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each document. Copies of documents may be obtained from Gordon Davis Johnson & Shane P.C., the District’s General Counsel, 4695 North Mesa Street, El Paso, Texas 79912 upon payment of the costs of duplication therefor.

## **RISK FACTORS**

### **General**

The Bonds, which are obligations of the District and not obligations of the State of Texas, El Paso County, the City of El Paso (the “City”), or any other political entity other than the District, will be secured by a continuing, direct, annual ad valorem tax levied, without legal limitation as to rate or amount, on all taxable property within the District. The ultimate security for payment of the principal of and interest on the Bonds depends on the ability of the District to collect from the property owners within the District all taxes levied against the property or, in the event of foreclosure, on the value of the taxable property with respect to taxes levied by the District and by other taxing authorities. See “THE BONDS - Source of and Security for Payment.” The collection by the District of delinquent taxes owed to it and the enforcement by the Registered Owners of the District's obligation to collect sufficient taxes may be a costly and lengthy process. Furthermore, the District cannot and does not make any representations that continued development of taxable property within the District will accumulate or maintain taxable values sufficient to justify continued payment of taxes by property owners or that there will be a market for the property in the District or that owners of the property in the District will have the ability to pay taxes. See “Registered Owners' Remedies and Bankruptcy Limitations” below.

### **Infectious Disease Outbreak (COVID-19)**

In March 2020, the World Health Organization and the President of the United States separately declared the outbreak of a respiratory disease caused by a novel coronavirus (“COVID-19”) to be a public health emergency. On March 13, 2020, the Governor of Texas (the “Governor”) declared a state of disaster for all counties in the State of Texas (the “State”) because of the effects of COVID-19. Subsequently, in response to a rise in COVID-19 infections in the State and pursuant to the Chapter 418 of the Texas Government Code, the Governor issued a number of executive orders intended to help limit the spread of COVID-19 and mitigate injury and the loss of life, including limitations imposed on business operations, social gatherings, and other activities.

Over the ensuing year, COVID-19 negatively affected commerce, travel and businesses locally and globally, and negatively affected economic growth worldwide and within the State. Following the widespread release and distribution of various COVID-19 vaccines in 2021 and a decrease in active COVID-19 cases generally in the United States, state governments (including Texas) have started to lift business and social limitations associated with COVID-19. Beginning in March 2021, the Governor issued various executive orders, which, among other things, rescinded and superseded prior executive orders and provide that there are currently no COVID-19 related operating limits for any business or other establishment except in counties with an “area with high hospitalizations” where a county judge may impose COVID-19 related mitigation strategies. The Governor retains the right to impose additional restrictions on activities if needed to mitigate the effects of COVID-19. Additional information regarding executive orders issued by the Governor is accessible on the website of the Governor at <https://gov.texas.gov/>. Neither the information on, nor accessed through, such website of the Governor is incorporated by reference into this Offering Memorandum.



The District has not experienced any decrease in property values, unusual tax delinquencies, or interruptions to service as a result of COVID-19; however the District cannot predict the long-term economic effect of COVID-19 or a similar virus should there be a reversal of economic activity and re-imposition of restrictions.

### **Factors Affecting Taxable Values and Tax Payments**

*Economic Factors and Interest Rates:* A substantial percentage of the taxable value of the District results from the current market value of single-family residences, undeveloped land and developed lots which are currently being marketed by the Developer (as defined herein) to builders for the construction of primary residences. The market value of such homes and lots is related to general economic conditions affecting the demand for residences. Demand for lots of this type and the construction of residential dwellings thereon can be significantly affected by factors such as interest rates, credit availability (see “Credit Markets and Liquidity in the Financial Markets” below), construction costs, energy availability and the prosperity and demographic characteristics of the urban center toward which the marketing of lots is directed. Decreased levels of construction activity would tend to restrict the growth of property values in the District or could adversely impact such values. See “THE DISTRICT - Status of Development.”

Future development and construction in the District are highly dependent on the availability of financing. Lenders generally have become more selective in making real estate loans throughout the nation, including in Texas. Because of the numerous and changing factors affecting the availability of funds, the District is unable to assess the future availability of such funds to potential home builders and home purchasers.

*Credit Markets and Liquidity in the Financial Markets:* Interest rates and the availability of mortgage and development funding have a direct impact on the construction activity, particularly short-term interest rates at which Developer are able to obtain financing for development costs. Interest rate levels may affect the ability of a landowner with undeveloped property to undertake and complete construction activities within the District. Because of the numerous and changing factors affecting the availability of funds, the District is unable to assess the future availability of such funds for continued construction within the District. In addition, since the District is located approximately 15 miles east of the central downtown business district of the City of El Paso, the success of development within the District and growth of District taxable property values are, to a great extent, a function of the El Paso metropolitan and regional economies and national credit and financial markets. A downturn in the economic conditions in the El Paso area and/or decline in the nation’s real estate and financial markets could continue to adversely affect development and home-building plans in the District and restrain the growth of the District’s property tax base.

*Competition:* The demand for and construction of single-family homes in the District, which is 15 miles east from downtown El Paso, could be affected by competition from other residential developments, including other residential developments located in the northwestern, northeastern and far eastern portion of the El Paso area market. In addition to competition for new home sales from other developments, there are numerous previously-owned homes in the area of the District. Such homes could represent additional competition for new homes proposed to be sold within the District.

The competitive position of the builders in the sale of single-family residential homes within the District is affected by most of the factors discussed in this section. Such a competitive position directly affects the growth and maintenance of taxable values in the District and tax revenues to be received by the District. The District can give no assurance that building and marketing programs in the District by the Developer will be implemented or, if implemented, will be successful.

*Landowner Obligation to the District:* There are no commitments from or obligations of any developer or any landowner to the District to proceed at any particular rate or according to any specified plan with the construction of improvements in the District, and there is no restriction on any landowner's right to sell its land. Failure to develop undeveloped land or construct taxable improvements on developed lots or developed tracts of land would restrict the rate of growth of taxable values in the District. The District cannot and does not make any representations that over the life of the Bonds, taxable property within the District will increase or maintain its taxable value. See “Undeveloped Acreage” below.

*Dependence on Principal Taxpayers:* The ability of any principal taxpayer to make full and timely payments of taxes levied against its property by the District and similar taxing authorities will directly affect the District's ability to meet its debt service obligations. If, for any reason, any one or more principal taxpayers do not pay taxes due or do not pay in a timely manner, the District may need to levy additional taxes or use other funds available for debt service purposes. However, the District has not covenanted in the Bond Resolution, nor is it required by Texas law, to maintain any particular balance in its Debt Service Fund or any other funds to allow for any such delinquencies. Therefore, failure by one or more principal taxpayers to pay their taxes on a timely basis in amounts in excess of the District's available funds could have a material adverse effect upon the District's ability to pay debt service on the Bonds on a current basis. See “TAX DATA – Principal Taxpayers.”

*Impact on District Tax Rates:* Assuming no further development, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of District property owners to pay their taxes. The 2022 certified assessed valuation of the District (see “SELECTED FINANCIAL INFORMATION”) is \$52,956,174. After issuance of the Bonds, the projected maximum annual debt service requirement will be \$349,250 (2037) and the projected average annual debt service requirement will be \$328,886 (2023-2047). Assuming no increase or decrease from the 2022 assessed valuation and no use of funds other than tax collections, a tax rate of \$0.6730 per \$100 assessed valuation at a 98% collection rate would be necessary to pay the projected maximum annual debt service requirement of \$349,250 and a tax rate of \$0.6337 per \$100 assessed valuation at a 98% collection rate would be necessary to pay the projected average annual debt service requirement of \$328,886 (see “SELECTED FINANCIAL INFORMATION”). Such calculated rates may be higher than tax rates presently being levied in utility districts in the general vicinity of the District. Although calculations have been made regarding average and maximum tax rates necessary to pay the debt service on the Bonds based upon the 2022 Assessed Valuation, the District can make no representations regarding the future level of assessed valuation within the District. Increases in the tax rate may be required in the event the District's assessed valuation does not continue to increase or in the event major taxpayers do not pay their District taxes timely. Increases in taxable values depend primarily on the continuing construction and sale of homes and other taxable improvements within the District. See “TAX PROCEDURES,” “FINANCIAL STATEMENT,” and “TAX DATA – Projected Tax Adequacy for Debt Service.”

### **Undeveloped Acreage**

Of the 294.282 acres of developable land in the District, there are 216.541 acres of developable land within the District that have not yet been furnished with water, sanitary sewer and storm drainage facilities. There are 24.060 undevelopable acres within the District. The District can make no assurances as to whether or when such remaining acreage will be developed. See “THE DISTRICT – Status of Development.”

### **District Operations and Contract Tax**

The Master District Contract between the District and the Master District provides that, as partial consideration for the District allowing the Master District to provide retail water and wastewater service to retail customers inside the District's boundaries, the Master District will pay the District's administrative expenses to manage the District pursuant to a budget process outlined below. The Master District Contracts between the other Participant Districts and the Master Districts have similar provisions regarding those other Participant Districts. The Master District Contract provides that the District will submit annually a budget for its administrative expenses to the Master District for review and approval by the Master District. Once approved, all such expenses will be paid by the Master District. The District's budget must be approved by the Master District if it is no more than 10% higher than the average of the annual budgets of the Participant Districts Nos. 2-11. To date, the District's annual budgets have all been approved by the Master District.

The Master District Contract also provides that the Master District will pay its own operation and administrative expenses and the approved administrative expenses of the Participant Districts from the revenues from the Master District's water and wastewater system. If the Master District's water and wastewater system revenues are insufficient to pay all of those costs, the resulting deficit will be paid by all Participant Districts (including the Master District) from the proceeds of an annual ad valorem contract tax levied by each Participant District on all taxable property within its boundaries in an amount sufficient to pay each Participant District's pro rata share of the deficit. A Participant District's pro rata share of the deficit each year is determined by multiplying the deficit by a fraction, the numerator of which is the Participant District's taxable assessed valuation for the year and the denominator of which is the total of the taxable assessed valuations in all the Participant Districts (including the Master District). See “THE SYSTEM - The Master District Contract.”

For the 2021 fiscal year, the District paid its pro rata share of the Master District's budgeted operating deficit from the \$0.29/\$100 assessed value contract tax levied by the District on September 10, 2021.

### **Future Debt**

At an election held May 10, 2014, the District authorized the issuance of up to \$30,000,000 of unlimited tax debt. The District reserves in the Bond Resolution the right to issue the remaining \$25,210,000 principal amount of unlimited tax debt authorized but unissued after the issuance of the Bonds for the purpose of acquiring or constructing water, sanitary sewer and drainage facilities and the District may issue additional bonds which may be voted hereafter. The District may also issue revenue bonds and refunding bonds. See “THE BONDS - Issuance of Additional Debt” and “THE SYSTEM – Future Debt.” The issuance of such future obligations may dilute and adversely affect the investment security of the Bonds. The District does not employ any formula with regard to assessed valuations or tax collections or otherwise to limit the amount of bonds which may be issued. Any bonds issued by the District, however, must be approved by the Board of the District, the Attorney General of Texas and, with respect to bonds for water, sewer and drainage improvements, the TCEQ. After sale of the Bonds and reimbursement to the Developer of a portion of the proceeds therefrom, the District will still owe not less than approximately \$2,200,442 to the Developer for the costs of facilities for which the Developer has not yet been reimbursed. The District expects to sell additional bonds to reimburse the Developer for such costs. See “THE SYSTEM – Future Debt” “THE BONDS – Issuance of Additional Debt,” and “UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED.”

## **Environmental Regulation**

Wastewater treatment and water supply facilities are subject to stringent and complex environmental laws and regulations. The Master District currently receives wholesale water and wastewater services from the El Paso Water Utilities Public Service Board (“EPWU”) for the areas within the Participant Districts. Facilities must comply with environmental laws at the federal, state, and local levels. These laws and regulations can restrict or prohibit certain activities that affect the environment in many ways such as:

- Requiring permits for construction and operation of water supply wells and wastewater treatment facilities;
- Restricting the manner in which wastes are released into the air, water, or soils;
- Restricting or regulating the use of wetlands or other property;
- Requiring action to prevent or mitigate pollution;
- Imposing substantial liabilities for pollution resulting from facility operations.

Compliance with environmental laws and regulations can increase the cost of planning, designing, constructing and operating water production and wastewater treatment facilities. Sanctions against a municipal utility district or other type of district (“Utility Districts”) for failure to comply with environmental laws and regulations may include a variety of civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements, and injunctive relief as to future compliance of and the ability to operate the Utility District’s water supply, wastewater treatment, and drainage facilities. Environmental laws and regulations can also impact an area’s ability to grow and develop. It should be noted that changes in environmental laws and regulations occur frequently, and any changes that result in more stringent and costly requirements could materially impact the District.

## **Tax Collection Limitations**

The District’s ability to make debt service payments may be adversely affected by its inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other state and local taxing authorities on the property against which taxes are levied, and such lien may be enforced by foreclosure. The District’s ability to collect ad valorem taxes through such foreclosure may be impaired by (i) cumbersome, time-consuming and expensive collection procedures, (ii) a bankruptcy court’s stay of tax collection procedures against a taxpayer, or (iii) market conditions affecting the marketability of taxable property within the District and limiting the proceeds from a foreclosure sale of such property. While the District has a lien on taxable property within the District for taxes levied against such property, such lien can be foreclosed only in a judicial proceeding. The costs of collecting any such taxpayer’s delinquencies could substantially reduce the net proceeds to the District from a tax foreclosure sale. Finally, a bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within the District pursuant to the Federal Bankruptcy Code could stay any attempt by the District to collect delinquent ad valorem taxes against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy could affect payment of taxes in two other ways: first, a debtor’s confirmation plan may allow a debtor to make installment payments on delinquent taxes for up to six years; and, second, a debtor may challenge, and a bankruptcy court may reduce, the amount of any taxes assessed against the debtor, including taxes that have already been paid. See “TAX PROCEDURES - District’s Rights in the Event of Tax Delinquencies.”

## **Registered Owners' Remedies and Bankruptcy Limitations**

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Resolution, or defaults in the observation or performance of any other covenants, conditions, or obligations set forth in the Bond Resolution, the Registered Owners have the statutory right of a writ of mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Resolution. Except for mandamus, the Bond Resolution does not specifically provide for remedies to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Registered Owners. Statutory language authorizing local governments such as the District to sue and be sued does not waive the local government’s sovereign immunity from suits for money damages, so that in the absence of other waivers of such immunity by the Texas Legislature, a default by the District in its covenants in the Bond Resolution may not be reduced to a judgment for money damages. If such a judgment against the District were obtained, it could not be enforced by direct levy and execution against the District’s property. Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Registered Owners may further be limited by a State of Texas statute reasonably required to attain an important public purpose or by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions, such as the District.

The enforceability of the rights and remedies of Registered Owners may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. Texas law requires municipal utility districts such as the District to obtain the approval of the TCEQ as a condition to seeking relief under Chapter 9 of the Federal Bankruptcy Code.

If a petitioning district were allowed to proceed voluntarily under Chapter 9 of the Federal Bankruptcy Code, it could file a plan for an adjustment of its debts. If such a plan were confirmed by the bankruptcy court, it could, among other things, affect Registered Owners by reducing or eliminating the amount of indebtedness, deferring or rearranging the debt service schedule, reducing or eliminating the interest rate, modifying or abrogating the collateral or security arrangements, substituting (in whole or in part) other securities, and otherwise compromising and modifying the rights and remedies of the Registered Owners' claims against a district.

A district such as the District may not be forced into bankruptcy involuntarily.

### **Continuing Compliance with Certain Covenants**

The Bond Resolution contains covenants by the District intended to preserve the exclusion from gross income of interest on the Bonds. Failure by the District to comply with such covenants in the Bond Resolution on a continuous basis prior to maturity of the Bonds could result in interest on the Bonds becoming taxable retroactively to the date of original issuance. See "TAX EXEMPTION—Opinion."

### **Marketability**

The District has no agreement with the Initial Purchaser (as defined herein) regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price of the Bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are generally bought, sold or traded in the secondary market. Additionally, there are no assurances that if a secondary market for the Bonds were to develop, that any such secondary market would not be disrupted by events including, but not limited to, the current pandemic associated with the COVID-19 virus. See "RISK FACTORS – Infectious Disease Outbreak (COVID-19)."

The failure by the District to comply with its agreement to provide the information and notices required by Rule 15c(2)-12 of the Securities and Exchange Commission ("Rule 15c2-12") could possibly inhibit the sale of the Bonds in the secondary market. See "CONTINUING DISCLOSURE OF INFORMATION."

### **The Effect of FIRREA on Tax Collections of the District**

The Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") contains certain provisions which affect the time for protesting property valuations, the fixing of tax liens and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation ("FDIC") when the FDIC is acting as the conservator or receiver of an insolvent financial institution.

Under FIRREA, real property held by the FDIC is still subject to ad valorem taxation, but such act states that (i) no real property of the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary liens shall attach to such property, (ii) the FDIC shall not be liable for any penalties, interest, or fines, including those arising from the failure to pay any real or personal property tax when due, and (iii) notwithstanding failure of a person to challenge an appraisal in accordance with state law, such value shall be determined as of the period for which such tax is imposed.

To the extent that the FDIC attempts to enforce the same, these provisions may affect the timeliness of collection of taxes on property, if any, owned by the FDIC in the District and may prevent the collection of penalties and interest on such taxes or may affect the valuation of such property.

### **Changes in Tax Legislation**

Certain tax legislation, whether currently proposed or proposed in the future, may directly or indirectly reduce or eliminate the benefit of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, may also affect the value and liquidity of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed, pending or future legislation.

## **THE BONDS**

### **General**

Following is a description of some of the terms and conditions of the Bonds, which description is qualified in its entirety by reference to the Bond Resolution of the Board authorizing the issuance and sale of the Bonds. The Bond Resolution authorizes the issuance and sale of the Bonds and prescribes the terms, conditions, and provisions for the payment of the principal of and interest on the Bonds by the District.

The Bonds will be dated October 1, 2022, and will accrue interest from the date of initial delivery of the Bonds (expected to be October 18, 2022). Interest is payable on each February 15 and August 15 commencing February 15, 2023, until the earlier of maturity or prior redemption. The Bonds mature on August 15 in the amounts and years shown on the cover page of this Official Statement. Interest calculations are based on a 360-day year comprised of twelve 30-day months. The Bonds will be issued only in fully registered form in denominations of \$5,000 each or integral multiples thereof.

### **Authority for Issuance**

At a bond election held within the District on May 10, 2014, the voters of the District authorized the issuance of a total of \$30,000,000 principal amount of unlimited tax bonds for water, wastewater and drainage facilities. See “Issuance of Additional Debt” and “UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED” below. The Bonds are the first issuance of debt by the District. The TCEQ has authorized the District to sell the Bonds for the purposes described in “THE SYSTEM - Use and Distribution of Bond Proceeds.”

The Bonds are issued by the District pursuant to the terms and provisions of the Bond Resolution, an Order of the TCEQ, Article XVI, Section 59 of the Texas Constitution, the Act and Chapters 49 and 54 of the Texas Water Code, as amended.

### **Source of and Security for Payment**

While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, the District covenants in the Bond Resolution to levy an annual ad valorem tax, without legal limitation as to rate or amount, upon all taxable property in the District sufficient to pay the principal of and interest on the Bonds, with full allowance being made for delinquencies and costs of collection.

The Bonds are obligations of the District and are not the obligations of the State of Texas, El Paso County, the City or any entity other than the District.

### **Record Date**

The record date for the interest payable on the Bonds on any interest payment date means the close of business on the last day of the preceding month whether or not a business day

### **Funds**

In the Bond Resolution, the Debt Service Fund is created, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by the Bond Resolution shall be deposited, as collected, in such fund.

Proceeds from sale of the Bonds, including interest earnings thereon, shall be deposited into the Capital Projects Fund, to pay the costs of acquiring or constructing Internal Facilities or the District’s pro rata share of capacity in Regional Facilities, for paying the District’s pro rata share of creation and administrative costs of all Participant Districts and for paying the costs of issuing the Bonds. See “THE SYSTEM - Use and Distribution of Bond Proceeds” for a more complete description of the use of Bond proceeds.

### **No Arbitrage**

The District will certify as of the date the Bonds are delivered and paid for that, based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered and paid for, the District reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds, or any portion of the Bonds, to be “arbitrage bonds” under the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations prescribed thereunder. Furthermore, all officers, employees, and agents of the District have been authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the District as of the date the Bonds are delivered and paid for. In particular, all or any officers of the District are authorized to certify to the facts and circumstances and reasonable expectations of the District on the date the Bonds are delivered and paid for regarding the amount and use of the proceeds of the Bonds. Moreover, the District covenants

in the Bond Resolution that it shall make such use of the proceeds of the Bonds, regulate investment of proceeds of the Bonds, and take such other and further actions and follow such procedures, including, without limitation, calculating the yield on the Bonds, as may be required so that the Bonds shall not become “arbitrage bonds” under the Code and the regulations prescribed from time to time thereunder.

### **Redemption Provisions**

*Optional Redemption:* The District reserves the right, at its option, to redeem Bonds having stated maturities on and after August 15, 20\_\_, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 20\_\_, or any date thereafter, at the par value thereof plus accrued thereon to the date fixed for redemption.

If fewer than all of the Bonds are redeemed at any time, the particular maturities of Bonds to be redeemed shall be selected by the District. If less than all the Bonds of any maturity are redeemed at any time, the particular Bonds within a maturity to be redeemed shall be selected by the Paying Agent/Registrar by lot or other customary method of selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

*Mandatory Sinking Fund Redemption:* In the event the Bonds are structured as "term" bonds, such term bonds will be subject to mandatory sinking fund redemption in accordance with the applicable provisions of the Bond Resolution and will be described in the final Official Statement.

*Notice of Redemption:* Notice of any optional redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Paying Agent/Registrar at least thirty (30) days prior to the date fixed for optional redemption by sending written notice by first class mail to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the register. Such notices shall state the redemption date, the redemption price, and the place at which the Bonds are to be surrendered for payment and, if fewer than all the Bonds outstanding within any one maturity are to be redeemed, the numbers of the Bonds or the portions thereof to be redeemed. Any notice given shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Registered Owners to collect interest that would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

### **Paying Agent/Registrar**

The Board has appointed BOKF, NA, Dallas, Texas, as the initial Paying Agent/Registrar (the “Paying Agent/Registrar”) for the Bonds. The principal of and interest on the Bonds shall be paid to DTC, which will make distribution of the amounts so paid to the beneficial owners of the Bonds. See “BOOK-ENTRY-ONLY SYSTEM.”

### **Registration and Transfer**

So long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the register at its principal payment office and, 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 the terms of the Bond Resolution. While the Bonds are in the Book-Entry-Only System, the Bonds will be registered in the name of Cede & Co. and will not be transferred. See “BOOK-ENTRY-ONLY SYSTEM.”

### **Replacement of Paying Agent/Registrar**

Provision is made in the Bond Resolution for replacement of the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the District, the new paying agent/registrar shall act in the same capacity as the previous Paying Agent/Registrar. Any paying agent/registrar selected by the District shall be a national or state banking institution, a corporation organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise trust powers, and subject to supervision or examination by federal or state authority, to act as Paying Agent/Registrar for the Bonds.

### **Issuance of Additional Debt**

The District may issue additional bonds, with the approval of the TCEQ in the case of bonds issued for water, sewer and drainage purposes, necessary to provide and maintain improvements and facilities consistent with the purposes for which the District was created. After issuance of the Bonds, the District will have \$25,210,000 of unlimited tax bonds authorized but unissued for water,

sanitary sewer and drainage purposes. The Bond Resolution imposes no limitation on the amount of additional parity bonds which may be authorized for issuance by the District's voters or the amount of bonds ultimately issued by the District. See "THE SYSTEM - Future Debt" and "UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED."

The District is empowered, among other things, to purchase, construct, operate and maintain all works, improvements, facilities and plants necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District may issue bonds and other forms of indebtedness to purchase or construct such facilities or acquire contract rights therefor. The District is also empowered to establish, operate, and maintain fire-fighting facilities, independently or with one or more conservation and reclamation districts after approval by the City, the TCEQ and the voters of the District.

### **Annexation by the City of El Paso**

The District lies wholly within the extraterritorial jurisdiction of the City, and may be annexed by the City in accordance with existing Texas law. Under prior Texas law, a municipality could annex and dissolve a municipal utility district located within its extraterritorial jurisdiction without consent of the district or its residents. Under House Bill 347 approved during the 86th Regular Legislative Session ("HB 347"), (a) a municipality may annex a district with a population of less than 200 residents only if: (i) the municipality obtains consent to annex the area through a petition signed by more than 50% of the registered voters of the district, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation; and (b) a municipality may annex a district with a population of 200 residents or more only if: (i) such annexation has been approved by a majority of those voting in an election held for that purpose within the area to be annexed, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation. Notwithstanding the foregoing, a municipality may annex an area if each owner of land in the area requests the annexation. As of May 31, 2022, the District had an estimated population of 1,079, thus triggering the voter approval and/or landowner consent requirements discussed in clause (b) above. The described election and petition process does not apply, however, during the term of a strategic partnership agreement between a municipality and a district specifying the procedures for annexation of all or a portion of the District. At present, the District and the City have not entered into (and do not currently have plans to enter into) any such strategic partnership agreement.

If the District is annexed, the City must assume the District's assets and obligations (including the Bonds) and dissolve the District within ninety (90) days. Annexation of territory by the City and dissolution of the District is a policy-making matter within the discretion of the Mayor and City Council of the City, subject to HB 347, and therefore, the District makes no representation that the City will ever annex the District and assume its debt, nor does the District make any representation concerning the ability of the City to pay debt service on the District's bonds if annexation were to occur.

### **Remedies in Event of Default**

Other than a writ of mandamus, the Bond Resolution does not provide a specific remedy for a default. If the District defaults, a Registered Owner could petition for a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the District's officials to observe and perform the covenants, obligations or conditions prescribed in the Bond Resolution. Such remedy might need to be enforced on a periodic basis. Based on recent Texas court decisions, it is unclear whether §49.066, Texas Water Code, effectively waives governmental immunity of a municipal utility district for suits for money damages. Even if a judgment against the District for money damages could be obtained, it could not be enforced by direct levy and execution against the District's property. Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforcement of a claim for payment on the Bonds would be subject to the applicable provisions of the federal bankruptcy laws, any other similar laws affecting the rights of creditors of political subdivisions, and general principles of equity which permit the exercise of judicial discretion. Certain traditional legal remedies also may not be available. See "RISK FACTORS - Registered Owners' Remedies and Bankruptcy Limitations."

### **Legal Investment and Eligibility to Secure Public Funds in Texas**

Pursuant to Section 49.186, Texas Water Code, the Bonds, whether rated or unrated, are (a) legal investments for banks, savings banks, trust companies, building and loan associations, savings and loan associations, insurance companies, fiduciaries, and trustees and (b) legal investments for the public funds of cities, towns, villages, school districts, and other political subdivisions or public agencies of the State. The Bonds are also eligible under the Public Funds Collateral Act, Chapter 2257, Texas Government Code, to secure deposits of public funds of the State or any political subdivision or public agency of the State and are lawful and sufficient security for those deposits to the extent of their market value. Most political subdivisions in the State are required to adopt investment guidelines under the Public Funds Investment Act, Chapter 2256, Texas Government Code, and such political subdivisions may impose other, more stringent requirements in order for the Bonds to be legal investments for such entity's funds or to be eligible to serve as collateral for their funds.

No representation is made that the Bonds will be suitable for or acceptable to financial or public entities for investment purposes. No representation is made concerning other laws, rules, regulations, or investment criteria which might apply to or which might be utilized by any of such persons or entities to limit the acceptability or suitability of the Bonds for any of the foregoing purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds as to the suitability or acceptability of the Bonds for investment or collateral purposes.

### **Defeasance**

The Bond Resolution provides that the District may discharge its obligations to the Registered Owners of any or all of the Bonds to pay principal, interest and redemption price thereon in any manner permitted by law. Under current Texas law, such discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State of Texas a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Bonds to maturity or redemption or (ii) by depositing with any place of payment (paying agent) of the Bonds or other obligations of the District payable from revenues or from ad valorem taxes or both, or with a commercial bank or trust company designated in the proceedings authorizing such discharge, amounts sufficient to provide for the payment and/or redemption of the Bonds; provided that such deposits may be invested and reinvested only in (a) direct obligations of the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) 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 the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and which mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds.

Upon such deposit as described above, such bonds shall no longer be regarded as outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the District to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the District: (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 of the Bonds 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.

There is no assurance that the current law will not be changed in the future in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds.

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## BOOK-ENTRY-ONLY SYSTEM

*This section describes how ownership of the Bonds is to be transferred and how the principal of and interest on the Bonds are to be paid to and credited by The Depository Trust Company, New York, New York, (“DTC”) while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The District and the Financial Advisor believe the source of such information to be reliable, but neither of the District nor the Financial Advisor takes any responsibility for the accuracy or completeness thereof.*

*The District cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.*

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating: “AA+.” The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent/Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and redemption payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent/Registrar, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and redemption payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, printed certificates for the Bonds are required to be printed and delivered.

*Use of Certain Terms in Other Sections of this Official Statement.* In reading this Official Statement it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners under the Bond Resolution will be given only to DTC.

Information concerning DTC and the Book-Entry-Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the District or the Financial Advisor.

## **THE DISTRICT**

### **General**

The District is a conservation and reclamation district created by division of Paseo del Este Municipal Utility District pursuant to a division order adopted by the Original District on March 27, 2003, and operates pursuant to the Act and Chapters 49 and 54, Texas Water Code. Prior to division, Paseo del Este Municipal Utility District was created as a Conservation and Reclamation District by the Act. The District is located wholly within the extraterritorial jurisdiction of the City.

The District is empowered, among other things, to purchase, construct, operate and maintain all works, improvements, facilities and plants, and contract rights therefore, necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District may issue bonds and other forms of indebtedness to purchase or construct such facilities or contract rights therefor. The District is also empowered to establish, operate, and maintain fire-fighting facilities, independently or with one or more conservation and reclamation districts after approval by the City, the TCEQ and the voters of the District.

The TCEQ exercises continuing supervisory jurisdiction over the District. The District is required to observe certain requirements of the City which limit the purposes for which the District may sell bonds to the acquisition, construction, and improvement of waterworks, wastewater, and drainage facilities or contract rights therefor, and the refunding of outstanding debt obligations; place restrictions on the terms and provisions and conditions on the sale of the District's bonds so long as such restraints and conditions do not render the bonds unmarketable; require approval by the City of District construction plans; and permit connections only to platted lots and reserves which have been approved by the City. Construction and operation of the District's drainage system are subject to the regulatory jurisdiction of additional government agencies. See "THE SYSTEM."

The District presently contains approximately 318.342 acres of land located in the Southeast portion of El Paso County approximately 15 miles east of the central area of the City. The District is located north of Interstate Highway 10 and east of Loop 375. Eastlake Boulevard provides access to the District. From Interstate Highway 10, exit Eastlake Boulevard and proceed north approximately 1.4 miles to the intersection of Eastlake Boulevard and Mission Ridge Boulevard, then north along Mission Ridge Boulevard and approximately one mile. See “AERIAL PHOTOGRAPH” herein.

### **Validation of Creation of Participant Districts**

The creation of the Original District and its division into Participant District Nos. 1-9 has been validated by a final judgment of the County Court-at-Law of El Paso County, Texas. Likewise, creation of Participant District Nos. 10 and 11 has been validated by a final judgment of the District Court of El Paso County, Texas. Each of the Participant Districts, including the District, has held a confirmation, bond, refunding bond, maintenance tax and contract tax election. All such election propositions have been approved by voters of the Participant Districts, including the District.

### **Status of Development**

The District is being developed primarily for single family residential purposes, and is within the Paseo del Este. Paseo del Este is being developed primarily by Hunt, and B&G and is planned to include approximately 4,300 acres of land. The land in Paseo del Este was purchased from the Texas General Land Office by Hunt and affiliates thereof and B&G in varying positions in a series of transactions between 1998 and 2020. As of May 31, 2022 approximately 8,780 single family residential lots have been developed within Paseo del Este, and approximately 7,758 homes are completed or are in various stages of construction in Paseo del Este, including approximately 268 lots and 196 homes which are completed or are in various stages of construction within the District.

The development within the District includes Hillside Park at Mission Ridge Unit One; and a portion of Hillside Park at Mission Ridge Unit Two, Hillside Park at Mission Ridge Unit Three, and Hillside Park at Mission Ridge Unit Four.

Of the 294.282 acres of developable land in the District, there are 216.541 acres of developable land within the District that have not yet been furnished with water, sanitary sewer and storm drainage facilities. There are 24.060 undevelopable acres within the District. See “RISK FACTORS – Undeveloped Acreage” and “THE DISTRICT – Status of Development.”

### **Community Facilities**

Community facilities are located in the general vicinity of the District. Neighborhood shopping facilities, including supermarkets, pharmacies, cleaners, restaurants, banking facilities and other retail and service establishments are located within five miles of the District along areas adjacent to Loop 375. Fire protection for residents of the District is provided by the El Paso County Emergency Services District No. 1. Police protection is provided by the El Paso County Sheriff. Medical care for District residents is available from various facilities in the City within 15 miles of the District. The land within the District is located within the boundaries of Socorro Independent School District, and children within the District attend elementary and middle schools of Socorro Independent School District located within two (2) miles of the District.

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## MANAGEMENT

### **Board of Directors**

The District is governed by the Board of Directors, consisting of five directors, which has control over and management supervision of all affairs of the District. None of the Directors listed below reside within the District; however, each Director owns a small parcel of land in the District. Directors are elected by the voters within the District for four-year staggered terms. Director elections are held in May in odd numbered years. The Directors and Officers of the District are listed below:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Carlos Lascurain	President	2025
Oscar Macias	Vice-President	2023
Maria Eileen Taylor	Secretary	2025
Joanne Campbell	Assistant Secretary	2023
Irasema Gonzalez	Assistant Secretary	2023

While the District does not employ any full time employees, it has contracted for certain services as follows:

### **Tax Assessor/Collector**

Land and improvements within the District are appraised for ad valorem taxation purposes by the El Paso Central Appraisal District. The District's Tax Assessor/Collector is agreed upon by virtue of the interlocal agreement between the City of El Paso and the District and the District has appointed the City of El Paso Tax Assessor/Collector to serve in this capacity for the District.

### **Operations**

The District contracts with Inframark, LLC for maintenance and operation of the District's System. Inframark, LLC also serves as the operator of the Master District's System.

### **Bookkeeper**

The District has engaged Municipal Accounts & Consulting, L.P., to serve as the District's bookkeeper.

### **Engineer**

The consulting engineer for the District is TRE & Associates, LLC. (the "Engineer").

### **General Counsel**

The District engages Gordon Davis Johnson & Shane P.C., El Paso, Texas, as General Counsel. The fees payable to General Counsel are not contingent upon the issuance sale and delivery of the Bonds.

### **Bond Counsel**

The District has engaged McCall, Parkhurst & Horton, Austin, Texas as Bond Counsel. The fees payable to Bond Counsel are contingent upon the issuance, sale and delivery of the Bonds.

### **Disclosure Counsel**

The District has engaged Winstead PC, Dallas, Texas, as Disclosure Counsel. The fees payable to Disclosure Counsel are contingent upon the sale, issuance and delivery of the Bonds.

### **Financial Advisor**

Hilltop Securities, Inc., El Paso, Texas and Dallas, Texas (the "Financial Advisor") serves as financial advisor to the District. The fee to be paid the Financial Advisor is contingent upon sale and delivery of the Bonds.

### **Auditor**

The District's financial statements for the fiscal year ending September 30, 2021 have been audited by West, Davis & Company, LLP.

## **THE DEVELOPER**

### **Role of a Developer**

In general, the activities of a landowner or developer in a district such as the District include designing the project, defining a marketing program and setting building schedules; securing necessary governmental approvals and permits for development; arranging for the construction of roads and the installation of utilities; and selling or leasing improved tracts or commercial reserves to other Developer or third parties. In most instances, a landowner or developer will be required by the TCEQ to pay thirty percent (30%) of the cost of placing the water distribution, wastewater collection, and storm drainage facilities in a district, exclusive of water supply and storage and wastewater treatment plants of which the district incurs one hundred percent (100%) of the cost. While a developer is required by the TCEQ to pave streets, a developer is under no obligation to a district to undertake development activities according to any particular plan or schedule. Furthermore, there is no restriction on a developer's right to sell any or all of the land which the developer owns within a district. In addition, the developer is ordinarily the major taxpayer within the district during the early stages of development. The relative success or failure of a developer to perform in the above-described capacities may affect the ability of a district to collect sufficient taxes to pay debt service and retire bonds.

Neither the Developer (as hereinafter defined) nor any of its affiliates, is obligated to pay principal of or interest on the Bonds. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments." Furthermore, neither the Developer nor any of its affiliates has any binding commitment to the District to carry out any plan of development, and the furnishing of information relating to the proposed development by the Developer should not be interpreted as such a commitment. Prospective purchasers are encouraged to inspect the District in order to acquaint themselves with the nature of development that has occurred or is occurring within the boundaries of the District.

### **The Developer**

Water, sewer and drainage facilities to serve specific sections within the District have been acquired or constructed by the Developer. Major water, sewer and drainage facilities and streets to serve land within the District are being developed by the Developer an affiliate of Hunt. The activities of Hunt and its affiliates include investment management, mortgage banking, direct lending, loan servicing, asset management, property management, development, construction, consulting and advisory.

Land within the District is a portion of the development known as Paseo del Este. The Master District and the Participant Districts have been formed and include approximately 4,300 acres of land in and adjacent to the District. See "THE DISTRICT - Status of Development."

The Developer is not responsible for, liable for, and has made no commitment for payment of the Bonds or other obligations of the District. The Developer may sell or otherwise dispose of its property within the District, or any other assets, at any time. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments - Landowner Obligation to the District".

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## **Developer Reimbursement Agreements**

Each Participant District, including the District, has entered into reimbursement agreements with the Developer of the Regional Facilities serving all Participant Districts pursuant to which the Participant District agrees to reimburse the Developer for the Participant District's pro rata share of the costs of the Regional Facilities based on the Participant District's total ultimate estimated connections as compared to the total connections in all eleven Participant Districts. In addition, such reimbursement agreements contemplate the Participant District will reimburse the Developer for the Participant District's pro rata share of (i) the Developer costs for creation of all eleven Participant Districts and (ii) the administrative and operation advances to all eleven Participant Districts by the Developer, with each Participant District's pro rata share of such expenses based on the ratio of 1 to 11. Finally, each Participant District, including the District, has entered into reimbursement agreements with the Developer of the Internal Facilities serving the specific Participant District pursuant to which the Participant District agrees to reimburse the Developer for the Internal Facilities serving only the specific Participant District. Before such Internal Facilities are purchased by a Participant District, the developer leases them to the Master District for its use in serving the retail customers within the Participant District. After purchase of such Internal Facilities by a Participant District, the Master District will continue to lease the Internal Facilities from the Participant District.

## **THE SYSTEM**

### **Regulation**

According to the Engineer, the District's water supply and distribution, wastewater collection, and storm drainage facilities (collectively, the "System") have been designed in accordance with accepted engineering practices and the then current requirements of various entities having regulatory or supervisory jurisdiction over the construction and operation of such facilities. The construction of the System was required to be accomplished in accordance with the standards and specifications of the District, the TCEQ and EPWU and is subject to inspection by each such entity. Operation of the System is conducted by the Master District; however, EPWU operates the water treatment and storage and sewer treatment facilities providing wholesale service to the Master District. The regulations and requirements of entities exercising regulatory jurisdiction over the System are subject to further development and revision which, in turn, could require additional expenditures by the District in order to achieve compliance. In particular, additional or revised requirements in the future in connection with any permit held by the EPWU for the wastewater treatment plant from which the District receives service could result in the need to construct additional facilities in the future.

### **The Master District Contract**

The District and the remaining Participant Districts have each entered into a "Master District Contract" with the Master District to coordinate the development of the water, sanitary sewer and drainage facilities to serve the area within all eleven Participant Districts. Under the Master District Contract, the Master District will acquire, construct, own and operate the Regional Facilities to serve the area within all eleven Participant Districts; each Participant District will acquire, construct and own its Internal Facilities serving only area within it and lease the Internal Facilities to the Master District for operation; and the Master District will provide retail water and wastewater service to all retail customers in all of the Participant Districts.

### **Master District Facilities**

*Source of Water Supply:* The District receives its water supply pursuant to the Paseo del Este Wholesale Potable Water Supply and Wastewater Treatment and Transportation Contract (the "Water Supply and Wastewater Agreement") between the Master District and EPWU. Pursuant to terms of the Water Supply and Wastewater Agreement, which expires in 2063, EPWU is obligated to provide wholesale water to meet the needs of the area served by the Master District, including land within the boundaries of the District. EPWU currently supplies water to the Master District facilities from its existing three million gallon elevated storage tank and 12.3 MGD booster pump station. The major components of the EPWU's system serving the Master District's water supply system will serve the anticipated 16,995 equivalent single-family connections and contractually up to 20,000 equivalent single-family connections committed to the Master District, of which 1,239 are allocated to the District. As of May 31, 2022, the Master District is serving approximately 8,853 active water connections across its entire service area, of which 269 are within the District (as a Participant District). According to the Engineer, the District's currently allocated water supply capacity (1,239 equivalent single family connections) is sufficient to serve the District at ultimate build-out.

In order to fully provide water supply to all of the Participant Districts in Paseo del Este, the Master District Facilities will need to be expanded from time to time to meet the demand for such facilities.

*Source of Wastewater Treatment:* The District is provided wastewater treatment capacity by EPWU through the Water Supply and Wastewater Agreement. Pursuant to the terms of the Water Supply and Wastewater Agreement, EPWU is obligated to provide wholesale wastewater service to meet the needs of the area served by the Master District, including land within the boundaries of the District. The agreement expires in 2063. Wastewater flows are routed to EPWU's Bustamante plant, which has a current permitted capacity of 39 MGD. Current wastewater treatment capacity can serve the anticipated 16,995 equivalent single-family connections and contractually up to 20,000 equivalent single-family connections committed to the Master District. As of May 31, 2022, the Master District is serving approximately 8,780 active wastewater connections across its entire service area, of which 268 are within the District. The Master District currently receives wholesale water and wastewater services from the EPWU for the areas within Participant Districts. According to the Engineer, the District's currently allocated wastewater treatment capacity (1,239 single family equivalent connections) is sufficient to serve the District at ultimate build-out.

*Distribution and Wastewater Collection:* Water distribution facilities consist of waterlines ranging in size from 8-inch to 16-inch, generally located within the rights-of-way. These water distribution facilities supply water from the EPWU to each Participant District's internal facilities.

The current wastewater collection facilities include sanitary sewer lines ranging in size from 8-inch to 27-inch generally located within the rights-of-way of collector roads. These collection lines collect wastewater from each Participant District and transport it to an EPWU wastewater interceptor.

*Drainage:* The Master District will provide the Participant Districts with drainage facilities when it is determined that the facilities benefit two or more Participant Districts. These Regional Facilities will be capable of handling a 100-year storm event and will include storm sewers, drainage channels and retention ponds.

#### **Internal Water Distribution, Wastewater Collection and Storm Drainage Facilities**

Internal water distribution, wastewater collection and storm drainage facilities ("Internal Facilities") have been constructed by the District with funds advanced by the Developer to serve all development, which are a single family residential subdivisions containing approximately 268 single family lots and encompassing 77.741 acres of developable land.

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## Use and Distribution of Bond Proceeds

The estimated use and distribution of Bond proceeds is shown below. Of proceeds to be received from sale of the Bonds, \$3,224,807 is estimated for construction costs, and \$1,565,193 is estimated for non-construction costs. The actual amounts to be reimbursed by the District and the non-construction costs, including Developer Interest, will be finalized after sale of the Bonds and review by an independent auditor.

<u>Construction Costs</u>	<u>District's Share</u>
A. District Facilities	
1. Hillside Park at Mission Ridge Unit 1 Drainage, Water, & Wastewater Improvements.....	\$ 1,288,617
2. Hillside Park at Mission Ridge Unit 2 Drainage, Water, & Wastewater Improvements.....	109,330
3. Hillside Park at Mission Ridge Unit 3 Drainage, Water, & Wastewater Improvements.....	192,926
4. Hillside Park at Mission Ridge Unit 4 Drainage, Water, & Wastewater Improvements.....	214,880
5. District Engineering.....	126,015
Total Developer Contribution Items	\$ 1,931,767
B. Regional Facilities	
6. Emerald Park Drive Regional 27" Wastewater Line.....	\$ 4,431
7. Inverness Drive 12" Wastewater Line Improvements.....	8,190
8. Bill Burnett 12" Transmission Main.....	16,893
9. Regional Water and Wastewater Improvements, Phase I.....	52,234
10. Paseo Del Este Initial Lift Station.....	28,729
11. Paseo Del Este Initial 8" Force Main.....	6,221
12. Paseo Del Este Utility Corridor Grading.....	95,542
13. Regional Wastewater Improvements, Phase II.....	13,839
14. Sector 6 Regional Water Improvements Phase 1 & Regional Wastewater Improvements Line Segment B1 & B2, Phase I.....	146,369
15. Paseo del Este Arterial 1 Utility Corridor Grading.....	34,108
16. Sector 6, Phase 3 Lift Station, 12" Force Main & 18" Gravity Line.....	66,618
17. 12" Regional Water and Wastewater Mains Along Rojas Drive and Eastlake Boulevard.....	33,985
18. Paseo del Este Boulevard Regional Waterline, Phase E-1 and Eastlake Boulevard Regional Wastewater Line Segments E1-A & E1-B.....	45,099
19. Mission Ridge Unit 4- 12" Wastewater Line.....	6,614
20. Parcel 12 Mission Ridge Unit 2 Offsite Improvements.....	90,228
21. Sector 6 Peyton and Rojas Regional Waterline Improvements.....	25,773
22. Mission Ridge Unit 2 Regional Waterline.....	23,057
23. Paseo del Este Boulevard Section C1 Grading & Drainage Improvements.....	22,096
24. Mission Ridge Unit 9 Paseo Del Este Blvd 16" Regional Waterline Phase E-2.....	26,094
25. Mission Ridge Unit 7 Regional Water and Wastewater Improvements.....	41,338
26. Paseo del Este Boulevard Regional Wastewater Line Segments C3-B to C-4 and Regional Water Line Segments E and E-4.....	57,261
27. Paseo del Este Boulevard Regional Waterline Phase E-4 and Regional Sanitary Sewer Lines Phases C-4B.....	23,891
28. Garden Park at Mission Ridge Unit 2 Offsite Regional Water and Wastewater Improvements.....	5,263
29. Painted Desert at Mission Ridge 1 and 2 Water, Wastewater and Drainage Improvements, Stamfordham Street Regional Waterline Improvements Phase 1 and 2 and Morningside at Mission Ridge Unit 1 Darrington Road Water, Wastewater and Drainage Improvements (Painted Desert Regionals).	9,993



30. Mission Ridge Blvd Phase II Regional Water & Wastewater Improvements ..	35,720
31. Peyton Estates Unit Four Water, Wastewater & Drainage & Regional Water & Wastewater Improvements .....	23,954
32. Peyton Estates Unit Five Water, Wastewater & Drainage & Regional Water & Wastewater Improvements .....	28,432
33. Emerald Park Unit 4 Water, Wastewater & Drainage and Regional Wastewater Improvements .....	27,616
34. Hillside Park at Mission Ridge Unit 1 Drainage, Water & Wastewater and Regional Water & Wastewater Improvements .....	57,134
35. Hillside Park at Mission Ridge Unit 2 Drainage, Water & Wastewater and Regional Water & Wastewater Improvements .....	31,990
36. Mission Ridge Towne Center Unit 1 16" Regional Waterline .....	17,043
37. Regional Engineering .....	187,285
Total District Items	\$ 1,293,040
TOTAL CONSTRUCTION COSTS (67% of BIR)	\$ 3,224,807
<u>Non-Construction Costs</u>	
A. Administrative Advances .....	\$ 149,683
B. Creation Costs .....	65,224
C. Legal Fees .....	86,850
D. Fiscal Fees (1.5%) .....	71,850
E. Interest	
1. Capitalized Interest (2 Years @ 5.00%) <sup>(a)</sup> .....	479,000
2. Developer Interest .....	455,664
F. Bond Discount (3%) .....	143,700
G. Bond Issuance Expenses .....	36,457
H. Bond Application Report Costs .....	60,000
I. Attorney General Fee (0.10%) .....	4,790
J. TCEQ Bond Issuance Fee (0.25%) .....	11,975
TOTAL NON-CONSTRUCTION COSTS	\$ 1,565,193
TOTAL BOND ISSUE REQUIREMENT	\$ 4,790,000

(a) TCEQ approved maximum amount of 24 months capitalized interest.

In the event approved estimated amounts exceed actual costs, the difference comprises a surplus which may be expended for uses in accordance with the rules of the TCEQ. In the event actual costs exceed previously approved estimated amounts and contingencies, additional TCEQ approval and the issuance of additional bonds may be required.

### **Future Debt**

In addition to the costs of facilities being financed with proceeds from sale of the Bonds, the Developer has financed the engineering and construction of certain other Internal (District) Facilities and Regional Facilities. After reimbursement from sale of the Bonds, the Developer will have expended approximately \$76,401 (as of May 31, 2022) for design, construction and acquisition of the District's share of Regional Facilities not yet reimbursed and \$2,124,041 (as of May 31, 2022) for District Facilities not yet reimbursed. It is anticipated that proceeds from future issues of District bonds will be used, in part, to reimburse the Developer for the District's pro rata share of the costs of the Regional Facilities and all of the costs of the District Facilities and future costs of developing currently undeveloped land, to the extent allowed by the TCEQ.

### **UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED**

<u>Date of</u> <u>Authorization</u>	<u>Purpose</u>	<u>Amount</u> <u>Authorized</u>	<u>Issued</u> <u>to Date</u>	<u>Amount</u> <u>Unissued</u>
5/10/2014	Water, Sanitary Sewer and Drainage	\$30,000,000	\$4,790,000*	\$25,210,000

\* Includes the Bonds.

## FINANCIAL STATEMENT

Tax Year 2022 Certified Assessed Valuation .....	\$52,956,174 <sup>(a)</sup>
District Debt:	
Currently Outstanding Bonds .....	\$ 0
The Bonds .....	<u>\$ 4,790,000</u>
Gross Debt Outstanding (after issuance of the Bonds) .....	\$ 4,790,000
Ratio of Gross Debt Outstanding to 2022 Certified Assessed Valuation .....	9.05% <sup>(a)</sup>

Approximate Area of District – 318.342 acres

(a) As certified by the El Paso Central Appraisal District (the “Appraisal District”). Represents assessed valuation within the District as of January 1, 2022. See “TAX PROCEDURES.”

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**Cash and Investment Balances** (as of June 10, 2022)

Operating Fund	Cash and Temporary Investments	\$87,839.63
Capital Projects	Cash and Temporary Investments	\$0
Debt Service Fund	Cash and Temporary Investments	\$0

See "SELECTED FINANCIAL INFORMATION."

**ESTIMATED OVERLAPPING DEBT STATEMENT**

Expenditures of the various taxing entities within the territory of the District are paid out of ad valorem taxes levied by such entities on properties within the District. Such entities are independent of the District and may incur borrowings to finance their expenditures. This statement of direct and estimated overlapping ad valorem tax bonds ("Tax Debt") was developed from information contained in the "Texas Municipal Reports" published by the Municipal Advisory Council of Texas. Except for the amounts relating to the District, the District has not independently verified the accuracy or completeness of such information, and no person should rely upon such information as being accurate or complete. Furthermore, certain of the entities listed may have issued additional bonds since the date hereof, and such entities may have programs requiring the issuance of substantial amounts of additional bonds, the amount of which cannot be determined. The following table reflects the estimated share of the overlapping Tax Debt of the District.

Taxing Jurisdiction	Outstanding Bonds	As of	Overlapping	
			Percent	Amount
El Paso County	\$ 151,686,290	6/30/2022	0.03%	\$ 45,506
El Paso County Hospital District	318,330,000	6/30/2022	0.03%	95,499
Socorro Independent School District	796,090,783	6/30/2022	0.12%	955,309
Total Estimated Overlapping Debt.....				\$ 1,096,314
The District.....				\$ 4,790,000 <sup>(a)</sup>
Total Direct and Estimated Overlapping Debt.....				\$ 5,886,314
Ratio of Total Direct and Estimated Overlapping Debt to 2022 Certified Assessed Valuation.....				11.12%

(a) Includes the Bonds.

**Overlapping Tax Rates for 2021**

Taxing Jurisdiction	2021 Tax Rate per \$100 Assessed Valuation
The District	\$ 0.750000
El Paso County	0.470181
El Paso County Emergency Services District No. 1	0.100000
El Paso Community College District	0.134760
Socorro Independent School District	1.275454
University Medical Center	0.258145
Total Overlapping Tax Rate	\$ 2.988540

## TAX DATA

### Tax Collections

The following statement of tax collections sets forth in condensed form the historical tax collection experience of the District. This summary has been prepared for inclusion herein, based upon information from District records. Reference is made to these records for further and more complete information.

Tax Year	Assessed Valuation	Tax Rate	Tax Levy	Current Collections		Total Collections		Fiscal Year Ending
				Amount	Percent	Amount	Percent	
2018	\$ 1,711,267	\$ 0.7500	\$ 12,835	\$ 14,240	110.95%	\$ 14,240	110.95%	9/30/2019
2019	2,026,504	0.7500	15,199	15,704	103.32%	15,704	103.32%	9/30/2020
2020	3,421,108	0.7500	25,658	26,490	103.24%	26,490	103.24%	9/30/2021
2021	17,946,624	0.7500	134,600	130,208	96.74%	130,208	96.74%	9/30/2022 <sup>(a)</sup>
2022	52,956,174	0.7500 <sup>(b)</sup>	397,171	N/A	0.00%	N/A	0.00%	9/30/2023

(a) Tax Collections billed on October 1. Collections are as of May 31, 2022.

(b) Preliminary, subject to change. The District's Board approved such preliminary tax year 2022 Tax Rates at its August 12, 2022, Board meeting and anticipates adopting these rates as final at its September 9, 2022, Board meeting.

Taxes are due October 1 and become delinquent if not paid before February 1 of the year following the year in which imposed. No split payments are allowed and no discounts are allowed.

### Tax Rate Distribution <sup>(a)</sup>

	2022	2021	2020	2019	2018
Debt Service	\$0.4500	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Contract <sup>(b)</sup>	0.2900	0.2900	0.2900	0.2900	0.2700
Maintenance and Operations	0.0100	0.4600	0.4600	0.4600	0.4800
Total	\$0.7500	\$0.7500	\$0.7500	\$0.7500	\$0.7500

(a) Preliminary; subject to change. The District's Board approved such preliminary Tax Year 2022 Tax Rates at its August 12, 2022 meeting and anticipates adopting these rates as final at its September 9, 2022 meeting.

(b) See "RISK FACTORS – District Operations and Contract Tax" and "– Contract Tax" below.

### Tax Rate Limitations

Debt Service: Unlimited (no legal limit as to rate or amount). Maintenance and Operations: \$1.00 per \$100 Assessed Valuation.

### Debt Service Tax

The Board covenants in the Bond Resolution to levy and assess, for each year that all or any part of the Bonds remain outstanding and unpaid, a tax adequate to provide funds to pay the principal of and interest on the Bonds. In connection with the approval of the Bonds, the TCEQ has approved an initial debt service rate of up to \$0.61 per \$100 assessed valuation.

### Contract Tax

Under the Master District Contract, each Participant District has agreed to levy and collect a tax (the "Contract Tax") to make payments to the Master District for (i) the Participant District's pro rata share of any operating deficits incurred by the Master District and (ii) the debt service on any bonds issued by the Master District for Regional Facilities payable from the Contract Tax ("Master District Bonds"), with the Participant District's pro rata share based on the Participant District's total taxable assessed valuation as compared to the total taxable assessed valuation in all eleven Participant Districts. However, the Master District Contract contemplates that the Master District would not issue Master District Bonds for purposes of reimbursing the Developer for the initial construction of the Regional Facilities. Thus, for the foreseeable future, the District contemplates levying a Contract Tax only for its pro rata share of the operating deficits of the Master District. The District has approved a total tax rate of \$0.7500 per \$100 of Assessed Valuation for Tax year 2021, as follows: \$0.0000 for debt service tax, \$0.2900 for contract tax and \$0.4600 for maintenance and operations tax. The District has approved a preliminary total tax rate of \$0.7500 per \$100 of Assessed Valuation for Tax year 2022, as follows: \$0.4500 for debt service tax, \$0.2900 for contract tax and \$0.0100 for maintenance and operations tax.

### **Maintenance Tax**

The Board of Directors of the District has the statutory authority to levy and collect an annual ad valorem tax for maintenance of the District's improvements, if such maintenance tax is authorized by vote of the District's electors. On May 10, 2014, the Board was authorized to levy such a maintenance tax in an amount not to exceed \$1.00 per \$100 of assessed valuation. For the 2021 tax year, the Board has levied a maintenance tax in the amount of \$0.4600 per \$100 assessed valuation. Such tax is in addition to taxes which the District is authorized to levy for paying principal and interest on the District's bonds.

### **Tax Exemptions**

As discussed in the section titled "TAX PROCEDURES" herein, certain property in the District may be exempt from taxation by the District. The District does not exempt any percentage of the market value of any residential homesteads from taxation.

### **Additional Penalties**

The District has contracted with a delinquent tax attorney to collect delinquent taxes. Pursuant to the contract and in accordance with the Texas Property Tax Code, the District recovers certain costs, expenses and fees associated with tax collection suits, including reasonable attorney's fees in the amount of twenty percent (20%) of the total amount of taxes, penalties, and interest due to the District.

### **Principal Taxpayers**

The following list of principal taxpayers is based upon the 2022 tax roll, which reflects ownership at January 1, 2022.

Name of Taxpayer	Nature of Property	2022 Taxable Assessed Valuation	% of Taxable Assessed Valuation
Hunt Mission Ridge LLC	Developer	\$ 1,636,304	3.09%
Pointe Homes	Real Estate	564,579	1.07%
Desert View Construction LLC	Real Estate	563,674	1.06%
Palo Verde Homes	Real Estate	540,446	1.02%
Ruiz Denisse	Individual	410,262	0.77%
Garcia Oscar & Beltran Jodie R	Individual	331,397	0.63%
Rojas Ivan JR & Leenann A	Individual	331,397	0.63%
Sanchez Julio C & Consolacion	Individual	331,397	0.63%
Ortega Ramon A & Alejandra	Individual	331,397	0.63%
Gutierrez Alberto & Elba E	Individual	331,397	0.63%
		<u>\$ 5,372,250</u>	<u>10.14%</u>

### **Summary of Assessed Valuation**

The following summary of the Assessed Valuation is provided by the District's Tax Assessor/Collector based on information contained in the 2018-2022 tax rolls of the District. Differences in totals may vary slightly from other information herein due to differences in dates of data.

	2022	2021	2020	2019	2018
Land and Improvements	\$ 59,663,158	\$ 18,696,624	\$ 3,487,898	\$ 2,046,704	\$ 2,179,946
Personal Property	44,507	-	-	-	-
Exemptions	(6,751,491)	(750,000)	(66,790)	(20,200)	(468,679)
Total Assessed Valuation	<u>\$ 52,956,174</u>	<u>\$ 17,946,624</u>	<u>\$ 3,421,108</u>	<u>\$ 2,026,504</u>	<u>\$ 1,711,267</u>

### **Projected Tax Adequacy for Debt Service**

Assuming (i) a tax collection rate similar to the collection rate of the District in years past, (ii) no increase or decrease in assessed valuation over the 2022 Certified Assessed Valuation, (iii) no use of available funds, and (iv) utilization of a tax rate necessary to pay the District's projected average annual debt service requirements on the Bonds, the District expects that sufficient funds will be generated to pay both the Average Annual Debt Service and Maximum Annual Debt Service shown below.

Average Annual Debt Service (2023-2047).....	\$	328,886
Maximum Annual Debt Service (2037).....	\$	349,250

## **TAX PROCEDURES**

### **Authority to Levy Taxes**

The Board is authorized to levy an annual ad valorem tax, without legal limitation as to rate or amount, on all taxable property within the District in an amount sufficient to pay the principal of and interest on the Bonds, and any additional bonds payable from taxes which the District may hereafter issue (see "RISK FACTORS - Future Debt") and to pay the expenses of assessing and collecting such taxes. The District agrees in the Bond Resolution to levy such a tax from year to year as described more fully herein under "THE BONDS - Source of and Security for Payment." Under Texas law, the Board may also levy and collect an annual ad valorem tax for the operation and maintenance of the District and its water and wastewater system and for the payment of certain contractual obligations. See "TAX DATA."

### **Property Tax Code and County-Wide Appraisal District**

The Texas Property Tax Code (the "Property Tax Code") specifies the taxing procedures of all political subdivisions of the State of Texas, including the District. The District must also follow tax procedures found in the Texas Water Code. These statutory provisions are complex and are not fully summarized here.

The Property Tax Code requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State of Texas an appraisal district with the responsibility for recording and appraising property for all taxing units within a county and an appraisal review board with responsibility for reviewing and equalizing the values established by the appraisal district. The Appraisal District has the responsibility for appraising property for all taxing units within El Paso County, including the District. Such appraisal values are subject to review and change by the El Paso County Appraisal Review Board (the "Appraisal Review Board").

### **Property Subject to Taxation by the District**

*General:* Except for certain exemptions provided by Texas law, all real property, tangible personal property held or used for the production of income, mobile homes, and certain categories of intangible personal property with a tax situs in the District are subject to taxation by the District; however, no effort is expected to be made by the Appraisal District to include on a tax roll tangible or intangible personal property not devoted to commercial or industrial use. Principal categories of exempt property include, but are not limited to: property owned by the State of Texas or its political subdivisions if the property is used for public purposes; property exempt from ad valorem taxation by federal law; income producing tangible personal property or mineral interest with a taxable value of less than \$500; certain property used for the control of air, water or land pollution; solar and wind powered energy devices; certain non-profit cemeteries, farm products owned by the producer; and certain property owned by qualified charitable, religious, veterans, youth development, fraternal organizations, designated historical sites, travel trailers, and most individually owned automobiles. Goods, wares, ores and merchandise (other than oil, gas, or petroleum products) that are acquired in or imported into the state and forwarded out of state within 175 days thereafter are also exempt. Article VIII, Section 1-a of the Texas Constitution grants a \$3,000 homestead exemption for all homesteads taxed by counties for farm-to-market roads and flood control purposes. Property owned by a disabled veteran or by the spouse of certain children of a deceased disabled veteran or a veteran who died while on active duty is partially exempt to between \$5,000 and \$12,000 of assessed value depending upon the disability rating of the veteran. A veteran who receives a disability rating of 100% is entitled to an exemption for the full value of the veteran's residence homestead. Additionally, subject to certain conditions, the surviving spouse or a disabled veteran who is entitled to an exemption for the full value of the veteran's residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran's exemption applied. The surviving spouse of a member of the armed services who was killed in action is entitled to an exemption from taxation of the total appraised value of the surviving spouse's residence homestead where certain condition are met and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse.

The surviving spouse of a first responder who was killed or fatally injured in the line of duty is, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse's residence homestead, and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse. Also partially exempt are residence homesteads of certain persons who are disabled or at least 65 years old, not less than \$3,000 of appraised value or such higher amount as the Board or the District's voters may approve. Subject to certain conditions, the surviving spouse of a person 65 or older is entitled to an exemption for the same property in an amount equal to that which the deceased spouse was qualified. The District's tax assessor is authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair the District's obligation to pay tax-supported debt incurred prior to adoption of the exemption by the District. The District's tax assessor/collector is authorized by statute to disregard such exemptions for the elderly and disabled if granting the exemptions would impair the District's obligation to pay tax supported debt incurred prior to adoption of the exemptions by the District. See "TAX DATA."

*Residential Homestead Exemptions:* The Property Tax Code authorizes the governing body of each political subdivision in the State of Texas to exempt up to twenty percent (20%) (not less than \$5,000) of the appraised value of residential homesteads from ad valorem taxation. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. The adoption of a homestead exemption may be considered each year, but must be adopted before July 1. The District has not adopted a general residential homestead exemption. See "TAX DATA."

*Freeport Goods Exemption:* Freeport goods are goods, wares, merchandise, other tangible personal property and ores, other than oil, natural gas and other petroleum products, which have been acquired or brought into the state for assembling, storing, manufacturing, repair, maintenance, processing or fabricating purposes, or used to repair or maintain aircraft of a certified air carrier, and shipped out of the state within one hundred seventy-five (175) days. Freeport goods are exempt from taxation by the District.

*Goods-in-Transit Exemptions:* A "Goods-in-Transit Exemption" may apply to certain tangible personal property that is acquired in or imported into Texas for assembling, storing, manufacturing or fabrication purposes which is destined to be forwarded to another location in Texas not later than 175 days after acquisition or importation, so long as the location where said goods are detained is not directly or indirectly owned by the owner of the goods. The District has not taken action to allow taxation of goods-in-transit, and accordingly, the exemption is available within the District. However, the District may determine in the future to take action to tax exempt goods-in-transit personal property. A taxpayer may not claim both a Freeport Goods Exemption and a Goods-in-Transit Exemption on the same property.

### **Tax Abatement**

El Paso County may designate all or part of the area within the District as a reinvestment zone. Thereafter, El Paso County, Socorro Independent School District, the District, and, if the District is annexed and dissolved, the City of El Paso, at the option and discretion of each entity, may enter into tax abatement agreements with owners of property within the zone. Prior to entering into a tax abatement agreement, each entity must adopt guidelines and criteria for establishing tax abatement, which each entity will follow in granting tax abatement to owners of property. The tax abatement agreements may exempt from ad valorem taxation by each of the applicable taxing jurisdictions, including the District, for a period of up to ten (10) years, all or any part of any increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed, on the condition that the property owner make specified improvements or repairs to the property in conformity with the terms of the tax abatement. Each taxing jurisdiction has discretion to determine terms for its tax abatement agreements without regard to the terms approved by the other taxing jurisdictions.

### **Valuation of Property for Taxation**

Generally, property in the District must be appraised by the Appraisal District at market value as of January 1 of each year. Once an appraisal roll is prepared and finally approved by the Appraisal Review Board, it is used by the District in establishing its tax rolls and tax rate. Generally, assessments under the Property Tax Code are to be based on one hundred percent (100%) of market value, as such is defined in the Property Tax Code. In determining market value, either the replacement cost or the income or the market data method of valuation may be used, whichever is appropriate. Nevertheless, certain land may be appraised at less than market value under the Property Tax Code. Increases in the appraised value of residence homesteads are limited by the Texas Constitution to 10 percent annually regardless of the market value of the property.

The Property Tax Code permits land designated for agricultural use, open space or timberland to be appraised at its value based on the land's capacity to produce agricultural or timber products rather than at its market value. Substantially all of the undeveloped land in the District is valued based on agricultural use. The Property Tax Code permits under certain circumstances that residential real property inventory held by a person in the trade or business be valued at the price all such property would bring if sold as a unit

to a purchaser who would continue the business. Provisions of the Property Tax Code are complex and are not fully summarized here. Landowners wishing to avail themselves of the agricultural use, open space or timberland designation or residential real property inventory designation must apply for the designation and the appraiser is required by the Property Tax Code to act on each claimant's right to the designation individually. A claimant may waive the special valuation as to taxation by some political subdivisions while claiming it as to another. If a claimant receives the agricultural use designation and later loses it by changing the use of the property or selling it to an unqualified owner, the District can collect taxes based on the new use, including taxes for the previous three (3) years for agricultural use and taxes for the previous five (5) years for open space land and timberland.

The Property Tax Code requires the Appraisal District to implement a plan for periodic reappraisal of property to update appraisal values. The plan must provide for appraisal of all real property in the Appraisal District at least once every three (3) years. It is not known what frequency of reappraisal will be utilized by the Appraisal District or whether reappraisals will be conducted on a zone or county-wide basis. The District, however, at its expense has the right to obtain from the Appraisal District a current estimate of appraised values within the District or an estimate of any new property or improvements within the District. While such current estimate of appraised values may serve to indicate the rate and extent of growth of taxable values within the District, it cannot be used for establishing a tax rate within the District until such time as the Appraisal District chooses formally to include such values on its appraisal roll.

### **District and Taxpayer Remedies**

Under certain circumstances taxpayers and taxing units (such as the District) may appeal the orders of the Appraisal Review Board by filing a timely petition for review in State district court. In such event, the value of the property in question will be determined by the court or by a jury if requested by any party. Additionally, taxing units may bring suit against the Appraisal District to compel compliance with the Property Tax Code. The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property value, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

### **Rollback of Operation and Maintenance Tax Rate**

During the 86th Regular Legislative Session, Senate Bill 2 ("SB 2") was passed and signed by the Governor, with an effective date (as to those provisions discussed herein) of January 1, 2020, and the provisions described herein are effective beginning with the 2020 tax year. See "SELECTED FINANCIAL INFORMATION" for a description of the District's current total tax rate. Debt service and contract tax rates cannot be reduced by a rollback election held within any of the districts described below.

SB 2 classifies municipal utility districts differently based on their current operation and maintenance tax rate or on the percentage of projected build-out that a district has completed. Districts that have adopted an operation and maintenance tax rate for the current year that is 2.5 cents or less per \$100 of taxable value are classified herein as "Special Taxing Units." Districts that have financed, completed, and issued bonds to pay for all land, improvements and facilities necessary to serve at least 95% of the projected build-out of the district are classified as "Developed Districts." Districts that do not meet either of the classifications previously discussed can be classified herein as "Developing Districts." The impact each classification has on the ability of a district to increase its maintenance and operations tax rate pursuant to SB 2 is described for each classification below.

#### *Special Taxing Units*

Special Taxing Units that adopt a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Special Taxing Unit is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

#### *Developed Districts*

Developed Districts that adopt a total tax rate that would impose more than 1.035 times the amount of the total tax imposed by the district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, plus any unused increment rates, as calculated and described in Section 26.013 of the Tax Code, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Developed District is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.035 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence



homestead in the district in that year, subject to certain homestead exemptions, plus any unused increment rates. In addition, if any part of a Developed District lies within an area declared for disaster by the Governor of Texas or President of the United States, alternative procedures and rate limitations may apply for a temporary period. If a district qualifies as both a Special Taxing Unit and a Developed District, the district will be subject to the operation and maintenance tax threshold applicable to Special Taxing Units.

### *Developing Districts*

Districts that do not meet the classification of a Special Taxing Unit or a Developed District can be classified as Developing Districts. The qualified voters of these districts, upon the Developing District's adoption of a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are authorized to petition for an election to reduce the operation and maintenance tax rate. If an election is called and passes, the total tax rate for Developing Districts is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

### *The District*

A determination as to a district's status as a Special Taxing Unit, Developed District or Developing District will be made by the Board of Directors on an annual basis. With respect to the District's 2021 tax rate, the District has been classified as a Developing District. With respect to the District's 2022 tax rate, the District currently anticipates that it will be classified as a Developing District. The District cannot give any assurances as to what its classification will be at any point in time or whether the District's future tax rates will result in a total tax rate that will reclassify the District into a new classification and new election calculation.

### **Levy and Collection of Taxes**

The District is responsible for the levy and, unless it elects to transfer such functions to another governmental entity, collection of its taxes. By September 1 of each year, or as soon thereafter as practicable, the rate of taxation is set by the Board of Directors based upon: a) the valuation of property within the District as of the preceding January 1, and b) the amount required to be raised for debt service, maintenance purposes and authorized contractual obligations. Taxes are due October 1, or when billed, whichever comes later, and become delinquent if not paid before February 1 of the year following the year in which imposed. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty for collection costs of an amount established by the District and a delinquent tax attorney. For those taxes billed at a later date and that become delinquent on or after June 1, they will also incur an additional penalty for collection costs of an amount established by the District and a delinquent tax attorney. The delinquent tax accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code makes provisions for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes under certain circumstances which, at the option of the District, may be rejected.

The District's tax collector is required to enter into an installment payment agreement with any person who is delinquent on the payment of tax on a residence homestead for payment of tax, penalties and interest, if the person requests an installment agreement and has not entered into an installment agreement with the collector in the preceding 24 months. The installment agreement must provide for payments to be made in monthly installments and must extend for a period of at least 12 months and no more than 36 months. Additionally, the owner of a residential homestead property who is (i) sixty-five (65) years of age or older, (ii) disabled, or (iii) a disabled veteran, is entitled by law to pay current taxes on a residential homestead in installments without penalty or to defer the payment of taxes during the time of ownership. In the instance of tax deferral, a tax lien remains on the property and interest continue to accrue during the period of deferral.

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## **District's Rights in the Event of Tax Delinquencies**

Taxes levied by the District are a personal obligation of the owner of the property as of January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all state and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of the State of Texas and each local taxing unit, including the District, having power to tax the property. The District's tax lien is on a parity with tax liens of such other taxing units (see "ESTIMATED OVERLAPPING DEBT STATEMENT - Overlapping Tax Rates for Tax Year 2021"). A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of the District is determined by applicable federal law. Personal property under certain circumstances is subject to seizure and sale for the payment of delinquent taxes, penalty, and interest.

At any time after taxes on property become delinquent, the District may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the cost of suit and sale, by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights (a taxpayer may redeem property within six (6) months for commercial property and two (2) years for residential and all other types of property after the purchaser's deed issued at the foreclosure sale is filed in the county records) or by bankruptcy proceedings which restrict the collection of taxpayer debts. The District's ability to foreclose its tax lien or collect penalties or interest on delinquent taxes may be limited on property owned by a financial institution which is under receivership or conservatorship by the FDIC. See "RISK FACTORS – The Effect of FIRREA on Tax Collections of the District."

## **GENERAL FUND OPERATIONS**

### **General**

The Bonds are payable from the levy of an ad valorem tax, without legal limitation as to rate or amount, upon all taxable property in the District. Surplus revenues, if any, of the District's general fund are not pledged to the payment of the Bonds but are available for any lawful purpose including payment of debt service on the Bonds, at the discretion and upon action of the Board. It is not expected that significant net revenue, if any, will be available for payment of debt service on the Bonds.

### **Contract Tax**

Under the Master District Contract, each Participant District has agreed to levy and collect the Contract Tax to make payments to the Master District for (i) the Participant District's pro rata share of any operating deficits incurred by the Master District and (ii) the debt service on any Master District Bonds, with the Participant District's pro rata share based on the Participant District's total taxable assessed valuation as compared to the total taxable assessed valuation in all eleven Participant Districts. However, the Master District Contract contemplates that the Master District would not issue Master District Bonds for purposes of reimbursing the Developer for the initial construction of the Regional Facilities. Thus, for the foreseeable future, the District contemplates levying a Contract Tax only for its pro rata share of the operating deficits of the Master District. The District approved the following tax rates at its August 2021 board meeting, and levied such rates as final at its September 10, 2021 Board meeting: \$0.7500 per \$100 of Assessed Valuation for Tax Year 2021, as follows: \$0.0000 for debt service tax, \$0.2900 for contract tax and \$0.4600 for maintenance tax. Additionally, the District approved the following preliminary tax rates at its August 12, 2022 board meeting, and will levy such rates as final at its September 9, 2022 Board meeting: \$0.7500 per \$100 of Assessed Valuation for Tax Year 2022, as follows: \$0.4500 for debt service tax, \$0.2900 for contract tax and \$0.0100 for maintenance tax.

### **District Operation and Maintenance Expense**

Because the Master District provides retail water and sanitary sewer service to all customers in the area within all eleven Participant Districts, including the District, the District does not expect to incur significant operating expenses; rather it expects to mainly incur administrative expenses. The Master District Contract provides that the Master District will pay each Participant District's ordinary administrative expenses, including the District's, if approved by the Master District as part of an annual budget. The Master District Contract provides an annual budget process where each Participant District submits its budget for approval by the Master District. So long as a Participant District's expenses are no more than ten percent higher than the average of the budgets for Participant Districts Nos. 2-11, the budget must be approved by the Master District. In addition, the District may levy its own maintenance tax to pay such expenses. However, because the Master District provides retail water and sanitary sewer service to all customers in the area within all eleven Participant Districts, including the District, the District does not expect to have any revenues from water and sanitary sewer operations to pay its operation and expenses.

### **No Water and Sanitary Sewer Revenues**

Because the Master District provides retail water and sanitary sewer service to all customers in the area within all eleven Participant Districts, including the District, the District does not expect to have any revenues from water and sanitary sewer operations to pay its operation and maintenance expenses.

### **Operating Statement**

The following statement sets forth in condensed form the historical results of operation of the District's General Fund. Accounting principles customarily employed in the determination of net revenues have been observed and in all instances exclude depreciation. Such summary is based upon information obtained from the District's audited financial statements and the District's bookkeeping records. Reference is made to such statements and records for further and more complete information.

<b>Fiscal Year Ended September 30,</b>		
	<b>2021</b>	<b>2020</b>
Revenues:		
Transfer From Master District	\$ 59,507	\$ 59,121
Property Taxes	16,250	9,632
Contract Taxes	10,245	6,072
Interest	11	157
Total Revenues	<u>\$ 86,013</u>	<u>\$ 74,982</u>
Expenditures:		
Tax Transfer to Master District	\$ 10,245	\$ 6,072
Legal Fees	14,771	13,592
Audit Fees	4,000	-
Accounting Fees	19,457	19,432
Engineering Fees	2,605	4,876
Management Fees	9,287	8,918
Director Salaries and Payroll Taxes	5,813	7,266
Insurance	885	1,479
Tax Assessor/Collector	493	186
Printing and Office Supplies	328	562
Postage and Delivery	265	298
Legal Notices	1,040	1,457
Travel	563	1,055
Total Expenditures	<u>\$ 69,752</u>	<u>\$ 65,193</u>
Transfer (to) Other Funds	<u>-</u>	<u>-</u>
Change in Net Position	<u>\$ 16,261</u>	<u>\$ 9,789</u>
Fund Balance/Net Position - Beginning	<u>25,815</u>	<u>16,026</u>
Fund Balance/Net Position - Ending	<u><u>\$ 42,076</u></u>	<u><u>\$ 25,815</u></u>

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**PRO-FORMA DEBT SERVICE REQUIREMENTS <sup>(1)</sup>**

Fiscal Year Ending, 30-Sep	The Bonds			Total Debt Service
	Principal	Interest	Total	
2023	\$ -	\$ 219,542	\$ 219,542	\$ 219,542
2024	105,000	239,500	344,500	344,500
2025	115,000	234,250	349,250	349,250
2026	120,000	228,500	348,500	348,500
2027	125,000	222,500	347,500	347,500
2028	130,000	216,250	346,250	346,250
2029	135,000	209,750	344,750	344,750
2030	145,000	203,000	348,000	348,000
2031	150,000	195,750	345,750	345,750
2032	160,000	188,250	348,250	348,250
2033	165,000	180,250	345,250	345,250
2034	175,000	172,000	347,000	347,000
2035	185,000	163,250	348,250	348,250
2036	195,000	154,000	349,000	349,000
2037	205,000	144,250	349,250	349,250
2038	215,000	134,000	349,000	349,000
2039	225,000	123,250	348,250	348,250
2040	235,000	112,000	347,000	347,000
2041	245,000	100,250	345,250	345,250
2042	260,000	88,000	348,000	348,000
2043	270,000	75,000	345,000	345,000
2044	285,000	61,500	346,500	346,500
2045	300,000	47,250	347,250	347,250
2046	315,000	32,250	347,250	347,250
2047	330,000	16,500	346,500	346,500
Total	<u>\$ 4,790,000</u>	<u>\$ 3,761,042</u>	<u>\$ 8,551,042</u>	<u>\$ 8,551,042</u>
Average Annual Debt Service (2023-2047). . . . .				\$ 328,886
Maximum Annual Debt Service (2037). . . . .				\$ 349,250

(1) Preliminary, subject to change. Interest on the Bonds calculated at a rate of 5.00% for purposes of illustration only.

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## **LEGAL MATTERS**

### **Legal Proceedings**

Issuance of the Bonds is subject to the approving legal opinion of the Attorney General of Texas to the effect that the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax levied, without legal limit as to rate or amount, upon all taxable property within the District. Issuance of the Bonds is also subject to the legal opinion of McCall, Parkhurst & Horton L.L.P. ("Bond Counsel"), based upon examination of a transcript of the proceedings incident to authorization and issuance of the Bonds, to the effect that the Bonds are valid and binding obligations of the District payable from the sources and enforceable in accordance with the terms and conditions described therein, except to the extent that the enforceability thereof may be affected by governmental immunity, bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights or the exercise of judicial discretion in accordance with general principles of equity. Bond Counsel's legal opinion will also address the matters described below under "TAX EXEMPTION". Such opinions will express no opinion with respect to the sufficiency of the security for or the marketability of the Bonds. In connection with the issuance of the Bonds, Bond Counsel has been engaged by, and only represents, the District.

The legal fees to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds are based upon a percentage of Bonds actually issued, sold and delivered, and therefore, such fees are contingent upon the sale and delivery of the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Bond Counsel has reviewed the information appearing in this Official Statement under "THE BONDS," "THE DISTRICT – General" (excluding the last paragraph thereof), "MANAGEMENT – Bond Counsel," "TAX PROCEDURES," "LEGAL MATTERS – Legal Proceedings" (insofar as such section relates to the legal opinion of Bond Counsel), and "TAX EXEMPTION" (insofar as such section relates to the legal opinion of Bond Counsel) and "CONTINUING DISCLOSURE OF INFORMATION" (except under the subheading "Compliance with Prior Undertakings") solely to determine if such information, insofar as it relates to matters of law, is true and correct, and whether such information fairly summarizes the provisions of the documents referred to therein. Bond Counsel has not, however, independently verified any of the factual information contained in this Official Statement nor has it conducted an investigation of the affairs of the District for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely upon Bond Counsel's limited participation as an assumption of responsibility for or an expression of opinion of any kind with regard to the accuracy or completeness of any information contained herein.

### **No Material Adverse Change**

The obligations of the Initial Purchaser to take and pay for the Bonds, and of the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the financial condition of the District from that set forth or contemplated in the Preliminary Official Statement as amended or supplemented through the date of sale.

### **No-Litigation Certificate**

The District will furnish the Initial Purchaser a certificate, executed by both the President and Secretary of the Board, and dated as of the date of delivery of the Bonds, to the effect that no litigation of any nature is pending, or to its knowledge threatened, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the levy, assessment and collection of ad valorem taxes to pay the interest or the principal of the Bonds; in any manner questioning the authority or proceedings for the issuance, execution or delivery of the Bonds; or affecting the validity of the Bonds or the title of the present officers of the District.

## **TAX EXEMPTION**

### **Opinion**

On the date of initial delivery of the Bonds, Bond Counsel will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof (“Existing Law”), (1) interest on the Bonds for federal income tax purposes will be excludable from the “gross income” of the holders thereof and (2) the Bonds will not be treated as “specified private activity bonds” the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the “Code”). Except as stated above, Bond Counsel to the District will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See “APPENDIX B – Form of Bond Counsel’s Opinion.”

In rendering its opinion, Bond Counsel to the District will rely upon (a) the District's federal tax certificate and (b) covenants of the District with respect to arbitrage, the application of the proceeds to be received from the issuance and sale of the Bonds and certain other matters. Failure of the District to comply with these representations or covenants could cause the interest on the Bonds to become includable in gross income retroactively to the date of issuance of the Bonds.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included in gross income retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel is conditioned on compliance by the District with the covenants and the requirements described in the preceding paragraph, and Bond Counsel has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. The Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the District with respect to the Bonds or the facilities financed or refinanced with the proceeds of the Bonds. Bond Counsel’s opinion represents its legal judgment based upon its review of Existing Law and the representations of the District that it deems relevant to render such opinion and is not a guarantee of a result. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an audit is commenced, under current procedures the Internal Revenue Service is likely to treat the District as the taxpayer and the Bondholders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

### **Federal Income Tax Accounting Treatment of Original Issue Discount**

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrual period or be in excess of one year (the “Original Issue Discount Bonds”). In such event, the difference between (i) the “stated redemption price at maturity” of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The “stated redemption price at maturity” means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

### **Collateral Federal Income Tax Consequences**

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on Existing Law, which is subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with Subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE Bonds.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount Bonds" to the extent such gain does not exceed the accrued market discount of such Bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

### **State, Local and Foreign Taxes**

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

### **Information Reporting and Backup Withholding**

Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the IRS. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner's social security number or other taxpayer identification number ("TIN"), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient's federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of Non-U.S. Holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

## **Future and Proposed Legislation**

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

## **Qualified Tax-Exempt Obligations for Financial Institutions**

Section 265(a) of the Code provides, in pertinent part, that interest paid or incurred by a taxpayer, including a “financial institution,” on indebtedness incurred or continued to purchase or carry tax-exempt obligations is not deductible in determining the taxpayer’s taxable income. Section 265(b) of the Code provides an exception to the disallowance of such deduction for any interest expense paid or incurred on indebtedness of a taxpayer that is a “financial institution” allocable to tax-exempt obligations, other than “private activity bonds,” that are designated by a “qualified small issuer” as “qualified tax-exempt obligations.” A “qualified small issuer” is any governmental issuer (together with any “on-behalf of” and “subordinate” issuers) who issues no more than \$10,000,000 of tax-exempt obligations during the calendar year. Section 265(b)(5) of the Code defines the term “financial institution” as any “bank” described in section 585(a)(2) of the Code, or any person accepting deposits from the public in the ordinary course of such person’s trade or business that is subject to federal or state supervision as a financial institution. Notwithstanding the exception to the disallowance of the deduction of interest on indebtedness related to “qualified tax-exempt obligations” provided by section 265(b) of the Code, section 291 of the Code provides that the allowable deduction to a “bank”, as defined in section 585(a)(2) of the Code, for interest on indebtedness incurred or continued to purchase “qualified tax-exempt obligations” shall be reduced by twenty-percent (20%) as a “financial institution preference item.”

The District expects to designate the Bonds as “qualified tax-exempt obligations” within the meaning of section 265(b) of the Code. In furtherance of that designation, the District will covenant to take such action that would assure, or to refrain from such action that would adversely affect, the treatment of the Bonds as “qualified tax-exempt obligations”. **Potential purchasers should be aware that if the issue price to the public exceeds \$10,000,000, there is a reasonable basis to conclude that the payment of a de minimis amount of premium in excess of \$10,000,000 is disregarded; however the Internal Revenue Service could take a contrary view. If the Internal Revenue Service takes the position that the amount of such premium is not disregarded, then such obligations might fail to satisfy the \$10,000,000 limitation and the Bonds would not be “qualified tax-exempt obligations.”**

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## **SALE AND DISTRIBUTION OF THE BONDS**

### **Award of the Bonds**

After requesting competitive bids for the Bonds, the District accepted the bid resulting in the lowest net interest cost, which bid was tendered by \_\_\_\_\_ (the “Initial Purchaser”) bearing the interest rates shown on the cover page hereof, at a price of \_\_\_\_\_% of the principal amount thereof which resulted in a net effective interest rate of \_\_\_\_\_% as calculated pursuant to Chapter 1204 of the Texas Government Code, as amended.

### **Prices and Marketability**

The delivery of the Bonds is conditioned upon the receipt by the District of a certificate executed and delivered by the Initial Purchaser on or before the date of delivery of the Bonds stating the prices at which the Bonds have been offered for sale to the public. For this purpose, the term “public” shall not include any person who is a bond house, broker, or similar person acting in the capacity of initial purchaser or wholesaler. Otherwise, the District has no understanding with the Initial Purchaser regarding the reoffering yields or prices of the Bonds. Information concerning reoffering yields or prices is the responsibility of the Initial Purchaser.

The prices and other terms with respect to the offering and sale of the Bonds may be changed at any time by the Initial Purchaser after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Initial Purchaser may over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The District has no control over trading of the Bonds in the secondary market. Moreover, there is no guarantee that a secondary market will be made in the Bonds. In such a secondary market, the difference between the bid and asked price of utility district bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional municipal entities, as bonds of such entities are more generally bought, sold, or traded in the secondary market. Additionally, there are no assurances that if a secondary market for the Bonds were to develop, that any such secondary market would not be disrupted by events including, but not limited to, the current pandemic associated with the COVID-19 virus. See “RISK FACTORS – Infectious Disease Outbreak (COVID-19).”

### **Securities Laws**

No registration statement relating to the offer and sale of the Bonds has been filed with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities laws of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdiction.

### **Municipal Bond Rating**

No application for a rating on the Bonds has been made.

## **PREPARATION OF OFFICIAL STATEMENT**

### **Sources and Compilation of Information**

The financial data and other information contained in this Official Statement has been obtained primarily from the District's records, the Developer, the Engineer, the Tax Assessor/Collector, the Appraisal District and information from certain other sources. All of these sources are believed to be reliable, but no guarantee is made by the District as to the accuracy or completeness of the information derived from sources other than the District, and its inclusion herein is not to be construed as a representation on the part of the District except as described below under “Certification of Official Statement.” Furthermore, there is no guarantee that any of the assumptions or estimates contained herein will be realized. The summaries of the agreements, reports, statutes, resolutions, engineering and other related information set forth in this Official Statement are included herein subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents for further information.

## **Financial Advisor**

Hilltop Securities, Inc., (“HilltopSecurities”) is employed as the Financial Advisor to the District to render certain professional services, including advising the District on a plan of financing and preparing the Official Statement. In its capacity as Financial Advisor, HilltopSecurities has compiled and edited this Official Statement. In addition to compiling and editing, the Financial Advisor has obtained the information set forth herein under the caption indicated from the following sources:

“THE DISTRICT” – the Developer; TRE & Associates, LLC (“Engineer”), and records of the District (“Records”); “THE DEVELOPER” - Developer; “THE SYSTEM” - Engineer; “UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED” - Records; “FINANCIAL STATEMENT” - District records; “ESTIMATED OVERLAPPING DEBT STATEMENT” - Municipal Advisory Council of Texas and Financial Advisor; “TAX DATA” - City of El Paso Tax Assessor/Collector; “MANAGEMENT” - District General Counsel; “PRO-FORMA DEBT SERVICE REQUIREMENTS” - Financial Advisor; “THE BONDS,” “LEGAL MATTERS,” and “TAX EXEMPTION” - McCall, Parkhurst & Horton, L.L.P.

The Financial Advisor has provided the following sentence for inclusion in this official statement. The Financial Advisor has reviewed the information in this official statement in accordance with, and as part of, its responsibilities to the District and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

## **Consultants**

In approving this Official Statement the District has relied upon the following consultants.

**Engineer:** The information contained in this Official Statement relating to engineering matters and to the description of the System and in particular that information included in the sections entitled “THE DISTRICT” and “THE SYSTEM” has been provided by TRE & Associates, LLC, Consulting Engineers, and has been included herein in reliance upon the authority of said firm as experts in the field of civil engineering.

**Appraisal District:** The information contained in this Official Statement relating to the assessed valuations has been provided by the El Paso Central Appraisal District and has been included herein in reliance upon the authority of such entity as experts in assessing the values of property in El Paso County, including the District.

**Tax Assessor/Collector:** The information contained in this Official Statement relating to the historical breakdown of the Assessed Valuations, principal taxpayers, and certain other historical data concerning tax rates and tax collections has been provided by the El Paso Central Appraisal District and the City of El Paso Tax Assessor/Collector and is included herein in reliance upon their respective authority as experts in assessing and collecting taxes.

**Auditor:** The District’s financial statements for the fiscal year ending September 30, 2021 have been audited by West, Davis & Company, LLP. See “APPENDIX A” for a copy of the District’s September 30, 2021, audited financial statements.

## **Updating the Official Statement**

If, subsequent to the date of the Official Statement, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Initial Purchaser, of any adverse event which causes the Official Statement to be materially misleading, and unless the Initial Purchaser elects to terminate its obligation to purchase the Bonds, the District will promptly prepare and supply to the Initial Purchaser an appropriate amendment or supplement to the Official Statement satisfactory to the Initial Purchaser; provided, however, that the obligation of the District to so amend or supplement the Official Statement will terminate when the District delivers the Bonds to the Initial Purchaser, unless the Initial Purchaser notifies the District on or before such date that less than all of the Bonds have been sold to ultimate customers, in which case the District's obligations hereunder will extend for an additional period of time as required by law (but not more than 90 days after the date the District delivers the Bonds).

### **Certification of Official Statement**

The District, acting through its Board of Directors in its official capacity, hereby certifies, as of the date hereof, that the information, statements, and descriptions or any addenda, supplement and amendment thereto pertaining to the District and its affairs contained herein, to the best of its knowledge and belief, contain no untrue statement of a material fact and do not omit to state any material fact necessary to make the statements herein, in light of the circumstances under which they are made, not misleading. With respect to information included in this Official Statement other than that relating to the District, the District has no reason to believe that such information contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading; however, the Board has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the District. In rendering such certificate, the official executing this certificate may state that he has relied in part on his examination of records of the District relating to matters within his own area of responsibility, and his discussions with, or certificates or correspondence signed by, certain other officials, employees, consultants and representatives of the District.

### **Official Statement “Deemed Final”**

For purposes of compliance with Rule 15c2-12, this document, as the same may be supplemental or corrected by the District from time-to-time, may be treated as an official statement with respect to the Bonds described herein “deemed final” by the District as of the date hereof (or of any such supplement or correction).

The Official Statement, when further supplemented by adding information specifying the interest rates and certain other information relating to the Bonds, shall constitute a “final official statement” of the District with respect to the Bonds as that term is defined in Rule 15c2-12.

## **CONTINUING DISCLOSURE OF INFORMATION**

The offering of the Bonds qualifies for the Rule 15c2-12(d)(2) exemption from Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission (“SEC”) regarding the District’s continuing disclosure obligations because the District has less than \$10,000,000 in aggregate amount of outstanding bonds and no person is committed by contract or other arrangement with respect to payment of the Bonds. As required by the exemption, in the Bond Resolution, the District has made the following agreement for the benefit of the holders and beneficial owners of the Bonds. The District is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the District will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board (the “MSRB”) or to any successor to its functions as a repository through its Electronic Municipal Market Access (“EMMA”) system.

### **Annual Reports**

The District will provide certain financial information and operating data annually to the MSRB. The financial information and operating data which will be provided with respect to the District will be the District’s audited financial statements and supplemental schedules as found in “APPENDIX A - District Audited Financial Statements for Fiscal Year Ended September 30, 2021.” The District will update and provide this information within six months after the end of each of its fiscal years. The District will provide the updated information to the MSRB or any successor to its functions as a repository through the EMMA system. Any information concerning the District so provided shall be prepared in accordance with generally accepted auditing standards or other such principles as the District may be required to employ from time to time pursuant to state law or regulation, and audited if the audit report is completed within the period during which it must be provided. If the audit report of the District is not complete within such period, then the District shall provide unaudited financial statements for the applicable fiscal year to the MSRB within such six month period, and audited financial statements when the audit report becomes available.

The District’s current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, unless the District changes its fiscal year. If the District changes its fiscal year, it will notify the MSRB of the change.

### **Notice of Certain Events**

The District will provide timely notices of certain events to the MSRB, but in no event will such notices be provided to the MSRB in excess of ten business days after the occurrence of an event. The District will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) 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; (7) modifications to rights of Beneficial Owners of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the District or other obligated person within the meaning of Rule 15c2-12; (13) consummation of a merger, consolidation, or acquisition involving the District or other obligated person within the meaning of the Rule or the sale of all or substantially all of the assets of the District or other obligated person within the meaning of the Rule, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of an definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For these purposes, any event described in clause (12) of the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer of the District in a proceeding under the United States Bankruptcy Court or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the District in possession but subject to the supervision and orders of a court of 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 District.

For the purposes of the events described in clauses (15) and (16) of the preceding paragraph, the term “Financial Obligation” is defined in the Bond Resolution to mean (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, and 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 defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule. The Bond Resolution further provides that the District intends the words in such clauses (15) and (16) in the preceding paragraph and in the definition of Financial Obligation to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 29, 2018.

The District will provide notice of the aforementioned events to the MSRB in a timely manner (but not in excess of ten business days after the occurrence of the event). The District will also provide timely notice of any failure by the District to provide annual financial information in accordance with its agreement described above under “Annual Reports.”

#### **Availability of Information from MSRB**

The District has agreed to provide the foregoing information only to the MSRB. The MSRB makes the information available to the public without charge through its EMMA internet portal at [www.emma.msrb.org](http://www.emma.msrb.org).

#### **Limitations and Amendments**

The District has agreed to update information and to provide notices of material events only as described above. The District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The District makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of Bonds may seek a writ of mandamus to compel the District to comply with its agreement.

The District may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if the agreement, as amended, would have permitted an initial purchaser to purchase or sell Bonds in the offering made hereby in compliance with Rule 15c2-12, taking into account any amendments or interpretations of Rule 15c2-12 to the date of such amendment, as well as such changed circumstances, and either the holders of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or any person unaffiliated with the District (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The District may also amend or repeal the agreement in the Bond Resolution if the SEC amends or repeals the applicable provisions of Rule 15c2-12 or a court of final jurisdiction determines that such provisions are invalid or unenforceable, but only to the extent that its right to do so would not prevent the Initial Purchaser from lawfully purchasing the Bonds in the offering described herein.

If the District so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under “Annual Reports” an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

**Compliance with Prior Undertakings**

The District has not previously entered into a continuing disclosure undertaking in accordance with Rule 15c2-12.

**MISCELLANEOUS**

All estimates, statements and assumptions in this Official Statement and the Appendix hereto have been made on the basis of the best information available and are believed to be reliable and accurate. Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any such statements will be realized.

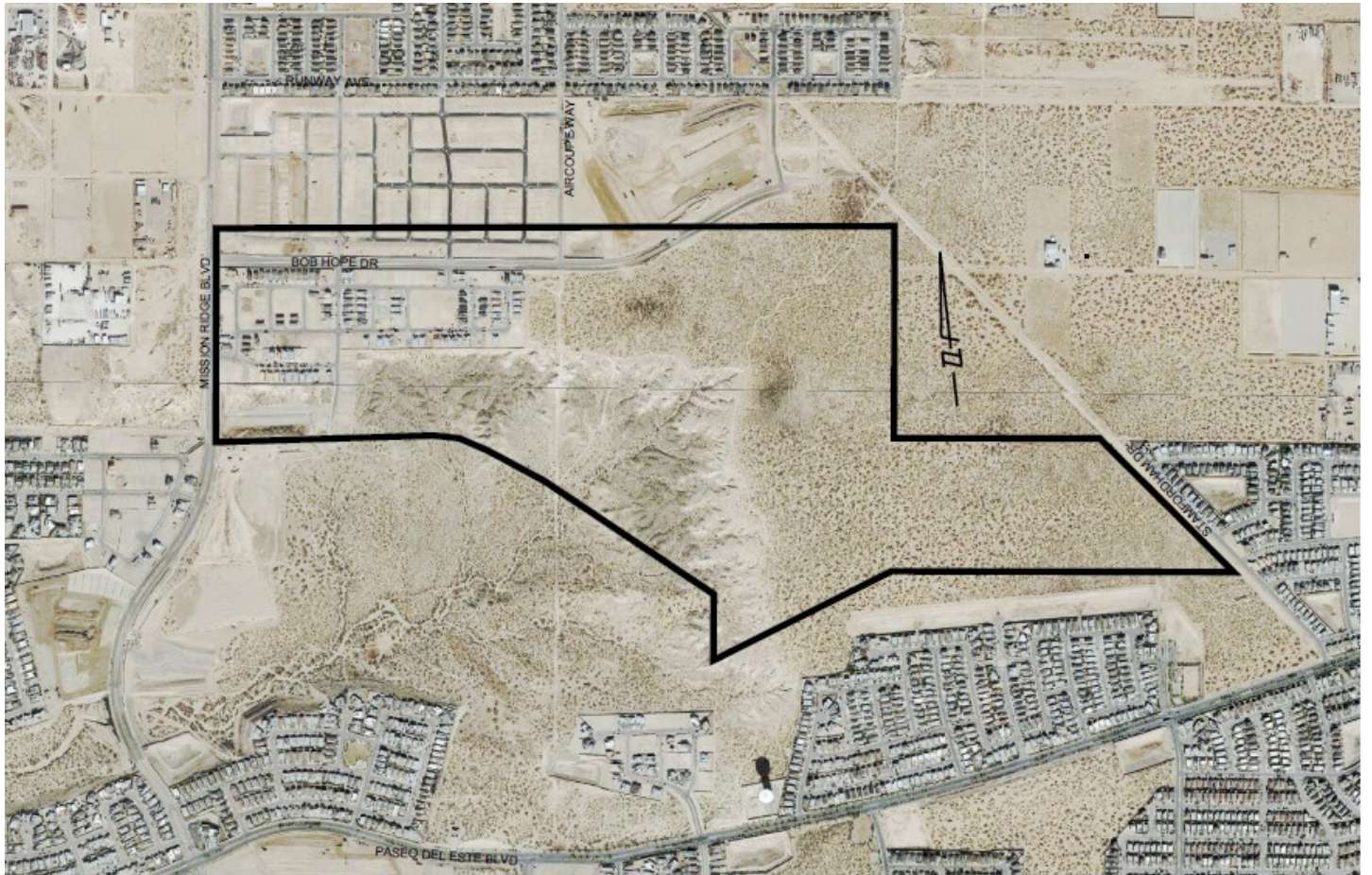
This Official Statement was approved by the Board of Directors of Paseo del Este Municipal Utility District No. 4, as of the date shown on the cover page.

/s/ \_\_\_\_\_  
President, Board of Directors  
Paseo del Este Municipal Utility District No. 4

ATTEST:

/s/ \_\_\_\_\_  
Secretary, Board of Directors  
Paseo del Este Municipal Utility District No. 4

**AERIAL PHOTOGRAPH**  
**(Approximate boundaries)**



## **PHOTOGRAPHS**

The following photographs were taken in the District on July 26, 2022, solely to illustrate the type of improvements which have been constructed in the District. The District cannot predict if any additional improvements will be constructed in the future.







## **APPENDIX A**

**District Audited Financial Statements for the fiscal year ended September 30, 2021**

## **APPENDIX B**

### **Form of Bond Counsel's Opinion**



**Contact:**

**Maria Fernanda Urbina**

Managing Director

221 North Kansas

Suite 600

El Paso, TX 79901

Telephone: 915.351.7228

[maria.urbina@hilltopsecurities.com](mailto:maria.urbina@hilltopsecurities.com)

City Summary

**Paseo del Este Municipal Utility District No. 4**

# Introduction

- On December 2, 2002, the City of El Paso approved a resolution consenting to the creation of Paseo Del Este Municipal Utility Districts No. 1-9 in the City of El Paso's Extraterritorial Jurisdiction for the purpose of providing water and wastewater facilities for the land within those Districts.
- Paseo Del Este MUD No. 4, a political subdivision of the State of Texas, is located in El Paso County (the "District No. 4"), was created by division of Paseo del Este Municipal Utility District (the "Original District") pursuant to a division order adopted by the Original District on March 27, 2003, and operates pursuant to Chapter 443, Acts of the Texas Legislature, Regular Session, 1997 (the "Act") and Chapters 49 and 54, Texas Water Code.
- The District No. 4 and nine other districts in the Paseo del Este development in eastern El Paso County known as Paseo del Este MUD Nos. 2, 3, 5, 6, 7, 8, 9, 10, and 11 have entered into a contract with the Master District (MUD No. 1) to coordinate the development of water, wastewater, and drainage facilities to serve the area within all the Paseo del Este Districts.
- The District No. 4 presently contains approximately 318.342 acres of land located in the Southeast portion of El Paso County approximately 15 miles east of the central area of the City of El Paso, Texas. At ultimate development, the District is projected to serve 1,239 Equivalent Single-Family Connections.

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# Project Summary

- District No. 4, a political subdivision of the State of Texas, is located in El Paso County.
  - Bonds will be payable from an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District No. 4. The Bonds are obligations of the District and are not obligations of the State of Texas, El Paso County, the City of El Paso or any political subdivision or agency other than the District No. 4.
  - The District has not previously issued any unlimited tax bonds.
  - As of May 31, 2022, District No. 4 had a total of 269 connections and according to an El Paso Central Appraisal District certificate, has an estimated taxable assessed value of \$52,956,174.

# Financing Summary

- District No. 4, a political subdivision of the State of Texas, is located in El Paso County.
  - Expected total annual debt service for the proposed bond of \$4,790,000 is approximately \$328,886 for the life of the District's debt.
  - The District's Overall Tax Rate should not exceed \$0.75/\$100 for Tax Year 2022.
  - Bonds will be payable from an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District No. 4. The Bonds are obligations of the District and are not obligations of the State of Texas, El Paso County, the City of El Paso or any political subdivision or agency other than the District No. 4.





Legislation Text

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File #: 22-1024, Version: 1

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**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.*

Discussion and action on a Resolution calling for the 2022 General City Election in the City of El Paso, to be held on November 8, 2022, to fill the expired terms of District Representative Nos. 1, 5, 6 and 8 and El Paso Municipal Court Judge, Court No. 4; and making provisions for the conduct of the election; and authorizing a contract with El Paso County to furnish election services and equipment.

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** CITY CLERK'S OFFICE

**AGENDA DATE:** August 16, 2022

**CONTACT PERSON NAME AND PHONE NUMBER:** LAURA D. PRINE, (915) 212-1212

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** GOAL 6 SET THE STANDARD FOR SOUND GOVERNANCE AND FISCAL MANAGEMENT

**SUBGOAL:** 6.8 Support transparent and inclusive government.

**SUBJECT:**

Discussion and action on a Resolution calling for the November 8, 2022 General City Election of City Representatives Districts 1, 5, 6 and 8 and El Paso Municipal Court Judge, Court No. 4; and making provisions for the conduct of the election; and authorizing a contract with El Paso County to furnish election services and equipment.

**BACKGROUND / DISCUSSION:**

Beginning in 2018, the regular City elections shall be held on the uniform date established in the Texas Election Code during the month of November with a run-off election to be held on the earliest date practicable in accordance with the law. Terms for elected officials are four years as per the City Charter; Representatives for the offices of Districts 1, 5, 6, and 8 were elected in November, 2018. Municipal Court Judge for Court No. 4 is having an election to complete the term beginning January 2021 after the untimely death of the elected Judge.

**PRIOR COUNCIL ACTION:**

The November 3, 2020 General Election was approved by Council on July 21, 2020.

**AMOUNT AND SOURCE OF FUNDING:**

Estimated amount \$1,359,215.00 - 117 1000 11020 522030 (Elections - Contracts)

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Laura D. Prine*

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(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, CALLING FOR THE 2022 GENERAL ELECTION IN THE CITY OF EL PASO, TO BE HELD ON NOVEMBER 8, 2022, TO FILL THE EXPIRED TERMS OF DISTRICT REPRESENTATIVE NOS. 1, 5, 6 AND 8 AND EL PASO MUNICIPAL COURT JUDGE, COURT NO. 4; AND MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION; AND AUTHORIZING A CONTRACT WITH EL PASO COUNTY TO FURNISH ELECTION SERVICES AND EQUIPMENT.**

**WHEREAS**, pursuant to the Texas Election Code, as amended, and the City of El Paso Charter, an election will be held on Tuesday, November 8, 2022 in the City of El Paso, Texas for the purpose of electing the following officers of the City of El Paso: four District Representatives from Single-Member District Nos. 1, 5, 6 and 8; and

**WHEREAS**, due to the sudden, tragic death of the elected Municipal Court Judge for Municipal Court No. 4, City Council appointed a judge in accordance with City Code Section 2.44.030(E); and

**WHEREAS**, according to City Code Section 2.44.030(G), such appointed judge serves until the next regular municipal election, at which time the successor shall be elected, and the appointee may succeed oneself; and

**WHEREAS**, November 8, 2022 is the next regular municipal election, and therefore it is required that such election be conducted for Municipal Court No. 4; and

**WHEREAS**, by this Resolution, it is the intention of the El Paso City Council to adopt all requirements of this election order in accordance with state law, and to authorize a contract with El Paso County for election services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO THAT:**

**SECTION 1 – OFFICIAL POSITIONS TO BE FILLED**

A general election of the City of El Paso is hereby called to elect one City Council Representative for, respectively, District Nos. 1, 5, 6 and 8 and Municipal Court Judge for Municipal Court No. 4. Such election shall take place on the November 8, 2022 uniform election day.

Such election shall be held in the manner and form prescribed by the laws of the State of Texas. At such election all qualified voters of the City shall be permitted to vote at said election, and shall vote at the polling place designated for the election precinct in which they reside. The candidate receiving a majority of the votes cast for each position shall be declared elected to such office.

Such election shall be held at the precincts and the polling places designated in Exhibit "A" or such other locations as may be designated prior to the election by the El Paso County Elections Administrator or City Clerk, attached hereto and made a part hereof for all purposes, and said polling places shall open at 7 a.m. and remain open until 7 p.m. on the day of the election or as prescribed by law.

**SECTION 2 – ELECTION SERVICES CONTRACT**

The City Manager is hereby authorized to execute the necessary contract(s) and agreements, joint or otherwise, with the El Paso County Elections Administrator, or any other public entity, for the purpose of having El Paso County furnish all or any portion of the election services and equipment

needed by the City Clerk to conduct the election. The contract document and election services provided therein shall conform to Chapter 31, Subchapter D, of the Texas Election Code and all other applicable statutes and laws.

The election services contract with the County shall provide (a) the type of electronic voting equipment to be used for early voting by personal appearance and on election day, (b) notification and training for election judges and clerks, (c) an estimate and final payment terms for the election services provided, (d) agreements for early voting equipment and voting machine rental, and (e) other procedures necessary to conduct the election.

### **SECTION 3 – EARLY VOTING CLERK**

Lisa Wise, El Paso County Elections Administrator, 500 E. San Antonio, Suite 314, El Paso, Texas, 79901, is hereby appointed as Early Voting Clerk. Applications for ballot by mail must be received no later than the close of business on October 28, 2022, sent to this address.

### **SECTION 4 – EARLY VOTING**

Early voting by personal appearance shall be conducted at the El Paso County Courthouse, located at 500 E. San Antonio, El Paso, Texas 79901. In addition, early voting may also occur at such branch early voting polling places as are designated herein or otherwise designated by the El Paso County Elections Administrator and posted at City Hall by the City Clerk. The locations and hours for early voting by personal appearance shall be authorized for such election as set forth in Exhibit “A.”

In addition, mobile voting stations may be authorized and used for early voting at publicly owned buildings in the City as established by the El Paso County Elections Administrator. The City Clerk is authorized to make corrections or revisions to the list of these mobile stations, including the respective hours for early voting by personal appearance at these stations. The City Clerk is further authorized to make corrections or revisions to the list of early voting stations as set forth above, including the respective hours for early voting by personal appearance at these stations, and revise and correct all election notices regarding the early voting locations and the mobile voting stations, and the dates and times for such voting.

For purposes of processing ballots cast in early voting, the election officers for the Early Voting Ballot Board shall be appointed and designated in accordance with the provisions of the election agreement with El Paso County.

### **SECTION 5 – FILING FOR PLACE ON BALLOT**

Applications for candidacy to the offices set forth in Section 1 shall be made to the City Clerk of the City of El Paso beginning on July 25, 2022 and ending on August 22, 2022, in the manner and form as prescribed by law.

The names of eligible and qualified candidates for such offices shall be placed on the ballots for such election by the City Clerk at the time and in the manner prescribed by law.

### **SECTION 6 – VOTING MACHINES AND ELECTION RESULTS**

Voting machines used for the conduct of the election, shall be procured, maintained, operated, sealed and the votes therefrom tabulated pursuant to procedures established and authorized by the laws of the State of Texas.

The results of the election shall be certified, canvassed, and returned in the form and manner prescribed by law.

#### **SECTION 7 – NOTICE OF ELECTION**

The notice of the election hereby ordered and called shall be promulgated, published and posted in keeping with the state and local laws. A substantial copy of this resolution shall serve as proper notice of said election.

The City Clerk shall give notice of such election by posting a notice of such election in English and Spanish in the Office of the City/Municipal Clerk as provided by law and by publishing a copy of said notice in both English and Spanish in a newspaper in the City as required by law.

The City Clerk shall deliver notice of this election to the county clerk and voter registrar of El Paso County, as required by law.

#### **SECTION 8 – RUNOFF ELECTION**

Any runoff election required for the election of the named official City positions, following the general election of November 8, 2022, shall be held on a date that is permitted by and in accordance with Section 2.025 Election Code of the State of Texas. Such election, if any, shall be called by the City Council. Early voting dates and sites will be identified if such runoff election shall be held.

#### **SECTION 9 – OTHER ACTION AND COMPLIANCE WITH APPLICABLE LAWS**

The City Manager and the City Clerk, in consultation with the City Attorney, are hereby authorized and directed to take all actions necessary to comply with the provisions of federal and state law in carrying out and conducting the election, whether or not expressly authorized herein.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.

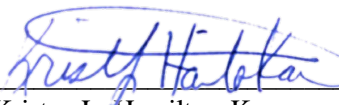
CITY OF EL PASO

\_\_\_\_\_  
Oscar Leaser  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kristen L. Hamilton-Karam  
Senior Assistant City Attorney

**ATTACHMENT “A”**

***List of Early, Mobile, and Election Day Voting Locations  
follows on the next page***

# November 2022 General Election

#govoteep



## EARLY VOTING PERIOD: Oct. 24 - November 4

### EARLY VOTING STATIONS

(Main Early Voting Station)		Monday, Oct. 24 - Friday, Oct. 28	8am – 5pm
<b>1. El Paso County Courthouse</b> <a href="#">500 E. San Antonio Ave. 79901</a>		Saturday, Oct. 29	7am – 7pm
Third Floor, Back Lobby		Sunday, Oct. 30	11am – 5pm
		Monday, Oct. 31 - Friday, Nov. 4	7am – 7pm
<b>2. Arlington Park Shelter</b> <a href="#">10350 Pasadena Cir. 79924</a>		Monday, Oct. 24 - Friday, Oct. 28	9am – 6pm
Main Hall		Saturday, Oct. 29 - Sunday, Oct. 30	12pm – 5pm
		Monday, Oct. 31 - Friday, Nov. 4	9am – 6pm
<b>3. Bassett Place</b> <a href="#">6101 Gateway West 79925</a>		Monday, Oct. 24 - Friday, Oct. 28	10am – 7pm
TBA		Saturday, Oct. 29 - Sunday, Oct. 30	12pm – 5pm
		Monday, Oct. 31 - Friday, Nov. 4	10am – 7pm
<b>4. Bowling Family YMCA</b> <a href="#">5509 Will Ruth Ave. 79924</a>		Monday, Oct. 24 - Friday, Oct. 28	9am – 6pm
Camp Room		Saturday, Oct. 29 - Sunday, Oct. 30	12pm – 5pm
		Monday, Oct. 31 - Friday, Nov. 4	9am – 6pm
<b>5. Canutillo ISD Administration Facility</b> <a href="#">7965 Artcraft Rd. 79932</a>		Monday, Oct. 24 - Friday, Oct. 28	8am – 5pm
Culinary Room		Saturday, Oct. 29 - Sunday, Oct. 30	12pm – 5pm
		Monday, Oct. 31 - Friday, Nov. 4	8am – 5pm
<b>6. Chayo Apodaca Community Center</b> <a href="#">341 N. Moon Rd. 79927</a>		Monday, Oct. 24 - Friday, Oct. 28	9am – 6pm
Community Center		Saturday, Oct. 29 - Sunday, Oct. 30	12pm – 5pm
		Monday, Oct. 31 - Friday, Nov. 4	9am – 6pm
<b>7. Clint ISD Early College Academy</b> <a href="#">13100 Alameda Ave. 79836</a>		Monday, Oct. 24 - Friday, Oct. 28	8am – 5pm
Library		Saturday, Oct. 29 - Sunday, Oct. 30	12pm – 5pm
		Monday, Oct. 31 - Friday, Nov. 4	8am – 5pm
<b>8. Commissioner's Corner</b> <a href="#">10700 Montana Ave. 79936</a>		Monday, Oct. 24 - Friday, Oct. 28	9am – 6pm
Community Room		Saturday, Oct. 29 - Sunday, Oct. 30	12pm – 5pm
		Monday, Oct. 31 - Friday, Nov. 4	9am – 6pm

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# EARLY VOTING PERIOD: Oct. 24 - November 4

## EARLY VOTING STATIONS

<b>9. <u>Eastlake High School</u></b> Theatre Lobby	<a href="#">13000 Emerald Pass Ave. 79928</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am – 5pm</b> <b>12pm – 5pm</b> <b>8am – 5pm</b>
<b>10. <u>El Paso County Coliseum</u></b> VIP Room	<a href="#">4100 E. Paisano Dr. 79905</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am – 6pm</b> <b>12pm – 5pm</b> <b>9am – 6pm</b>
<b>11. <u>El Paso County Eastside Annex</u></b> Community Room	<a href="#">2350 George Dieter Dr. 79936</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am – 6pm</b> <b>12pm – 5pm</b> <b>8am – 6pm</b>
<b>12. <u>El Paso County Northwest Annex</u></b> Community Room	<a href="#">435 E. Vinton Rd. 79821</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am – 6pm</b> <b>12pm – 5pm</b> <b>8am – 6pm</b>
<b>13. <u>El Paso County Self-Help Center</u></b> Computer Room	<a href="#">15371 Kentwood Ave. 79928</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>10am – 7pm</b> <b>12pm – 5pm</b> <b>10am – 7pm</b>
<b>14. <u>EPCC Administrative Services Center</u></b> TBA	<a href="#">9050 Viscount Blvd. 79925</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am – 5pm</b> <b>12pm – 5pm</b> <b>8am – 5pm</b>
<b>15. <u>Esperanza Acosta Moreno Library</u></b> Meeting Room	<a href="#">12480 Pebble Hills Blvd. 79938</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>10am – 7pm</b> <b>12pm – 5pm</b> <b>10am – 7pm</b>
<b>16. <u>Gary Del Palacio Recreation Center</u></b> Multipurpose Room	<a href="#">3001 Parkwood St. 79925</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am – 6pm</b> <b>12pm – 5pm</b> <b>9am – 6pm</b>
<b>17. <u>Gonzalez Place</u></b> Community Room	<a href="#">4101 Rich Beem Blvd. 79938</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am – 5pm</b> <b>12pm – 5pm</b> <b>8am – 5pm</b>
<b>18. <u>Marty Robbins Recreation Center</u></b> Lobby	<a href="#">11620 Vista Del Sol Dr. 79936</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am – 6pm</b> <b>12pm – 5pm</b> <b>9am – 6pm</b>

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# EARLY VOTING PERIOD: Oct. 24 - November 4

## EARLY VOTING STATIONS

<b>19. <u>Medano Heights</u></b>	<a href="#">7801 Medano Dr. 79912</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>10am – 7pm</b> <b>12pm – 5pm</b> <b>10am – 7pm</b>
Community Center			
<b>20. <u>Mountain View-Rae Gilmore Recreation Center</u></b>	<a href="#">8501 Diana Dr. 79904</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>10am – 7pm</b> <b>12pm – 5pm</b> <b>10am – 6pm</b>
Multipurpose Room			
<b>21. <u>Nations Tobin Sports Center</u></b>	<a href="#">8831 Railroad Dr. 79904</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am – 6pm</b> <b>12pm – 5pm</b> <b>9am – 6pm</b>
Conference Room			
<b>22. <u>Officer David Ortiz Recreation Center</u></b>	<a href="#">563 N. Carolina Dr. 79915</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am – 6pm</b> <b>12pm – 5pm</b> <b>9am – 6pm</b>
Classroom A			
<b>23. <u>Oz Glaze Senior Center</u></b>	<a href="#">13969 Veny Webb St. 79928</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>10am – 7pm</b> <b>12pm – 5pm</b> <b>10am – 7pm</b>
Main Room			
<b>24. <u>Pebble Hills High School</u></b>	<a href="#">14400 Pebble Hills Blvd. 79938</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am – 5pm</b> <b>12pm – 5pm</b> <b>8am – 5pm</b>
Auditorium Foyer			
<b>25. <u>Rogelio Sanchez Center</u></b>	<a href="#">1331 N. Fabens St. 79838</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am – 6pm</b> <b>12pm – 5pm</b> <b>9am – 6pm</b>
Library			
<b>26. <u>San Elizario Fire Rescue</u></b>	<a href="#">1415 San Antonio St. 79849</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am – 5pm</b> <b>12pm – 5pm</b> <b>8am – 5pm</b>
Meeting Room			
<b>27. <u>South El Paso Senior Citizens Center</u></b>	<a href="#">600 S. Ochoa St. 79901</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am – 5pm</b> <b>12pm – 5pm</b> <b>8am – 5pm</b>
Lobby			
<b>28. <u>Sunland Park Mall</u></b>	<a href="#">750 Sunland Park Dr. 79912</a>	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am – 6pm</b> <b>12pm – 5pm</b> <b>9am – 6pm</b>
TBA			

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## EARLY VOTING PERIOD: Oct. 24 - November 4

### EARLY VOTING STATIONS

<b>29. <u>UTEP - Mike Loya Academic Services Bldg.</u></b> <a href="#">601 W. Schuster Ave. 79968</a> ASB Room 131	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am – 5pm</b> <b>12pm – 5pm</b> <b>8am – 5pm</b>
<b>30. <u>Wellington Chew Senior Center</u></b> <a href="#">4430 Maxwell Ave. 79904</a> Classroom 2	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am – 5pm</b> <b>12pm – 5pm</b> <b>8am – 5pm</b>
<b>31. <u>W.E. Neill Community Center</u></b> <a href="#">19210 Cobb Ave. 79853</a> Library	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am – 5pm</b> <b>12pm – 5pm</b> <b>8am – 5pm</b>
<b>32. <u>Ysleta Community Learning Center</u></b> <a href="#">121 Padres Dr. 79907</a> Annex	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am – 6pm</b> <b>12pm – 5pm</b> <b>9am – 6pm</b>
<b>33. <u>YWCA-West</u></b> <a href="#">313 Bartlett Dr. 79912</a> Program Offices Room	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am – 6pm</b> <b>12pm – 5pm</b> <b>8am – 6pm</b>

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# November 2022 General Election



Election Day: Tuesday, November 8, 2022  
7:00 a.m. - 7:00 p.m.

**You can now vote at any Vote Center on Election Day.**

<b>Vote Center</b>	<b>Address</b>
<a href="#">Anthony City Hall</a>	<a href="#">401 Wildcat Dr. 79821</a>
<a href="#">El Paso County Northwest Annex</a>	<a href="#">435 E. Vinton Rd. 79821</a>
<a href="#">Canutillo Middle School</a>	<a href="#">7311 Bosque Rd. 79835</a>
<a href="#">Canutillo Elementary School</a>	<a href="#">651 Canutillo Ave. 79835</a>
<a href="#">Clint ISD Early College Academy</a>	<a href="#">13100 Alameda Ave. 79836</a>
<a href="#">Rio Valle Woman's Club</a>	<a href="#">521 Mike Maros St. 79838</a>
<a href="#">San Elizario Fire Rescue</a>	<a href="#">1415 San Antonio St. 79849</a>
<a href="#">W.E. Neill Community Center</a>	<a href="#">19210 Cobb Ave. 79853</a>
<a href="#">El Paso County Courthouse</a>	<a href="#">500 E. San Antonio Ave. 79901</a>
<a href="#">South El Paso Senior Citizens Center</a>	<a href="#">600 S. Ochoa St. 79901</a>
<a href="#">El Paso Community College-Rio Grande Campus</a>	<a href="#">906 El Paso St. 79902</a>
<a href="#">Fire Station #3</a>	<a href="#">721 E. Rio Grande Ave. 79902</a>
<a href="#">Lamar Elementary School</a>	<a href="#">1440 E. Cliff Dr. 79902</a>
<a href="#">Mesita Elementary School</a>	<a href="#">3307 N. Stanton St. 79902</a>
<a href="#">El Paso Tennis Club</a>	<a href="#">2510 N. St. Vrain St. 79902</a>
<a href="#">UTEP - Mike Loya Academic Services Building</a>	<a href="#">601 W. Schuster Ave. 79968</a>
<a href="#">Fire Station #7</a>	<a href="#">3200 Pershing Dr. 79903</a>
<a href="#">Cross of Grace Church</a>	<a href="#">4700 Leeds Ave. 79903</a>
<a href="#">Safety and Health Outreach Center</a>	<a href="#">5415 Trowbridge Dr. 79903</a>
<a href="#">Magoffin Middle School</a>	<a href="#">4931 Hercules Ave. 79904</a>
<a href="#">Nations Tobin Sports Center</a>	<a href="#">8831 Railroad Dr. 79904</a>
<a href="#">Logan Elementary School</a>	<a href="#">3200 Ellertorpe Ave. 79904</a>
<a href="#">Park Elementary School</a>	<a href="#">3601 Edgar Park Ave. 79904</a>
<a href="#">Fire Station #16</a>	<a href="#">3828 Hercules Ave. 79904</a>

Vote Center	Address
<a href="#">Bowie High School</a>	<a href="#">801 S. San Marcial St. 79905</a>
<a href="#">El Paso County Coliseum</a>	<a href="#">4100 E. Paisano Dr. 79905</a>
<a href="#">Hawkins Elementary School</a>	<a href="#">5816 Stephenson Ave. 79905</a>
<a href="#">Clardy Elementary School</a>	<a href="#">5508 Delta Dr. 79905</a>
<a href="#">El Paso County Ascarate Annex</a>	<a href="#">301 Manny Martinez Dr. 79905</a>
<a href="#">Mesa Vista Elementary School</a>	<a href="#">8032 Alamo Ave. 79907</a>
<a href="#">Loma Terrace Elementary School</a>	<a href="#">8200 Ryland Dr. 79907</a>
<a href="#">YWCA-Lower Valley</a>	<a href="#">115 Davis Dr. 79907</a>
<a href="#">Ysleta Community Learning Center</a>	<a href="#">121 Padres Dr. 79907</a>
<a href="#">Lancaster Elementary School</a>	<a href="#">9230 Elgin Dr. 79907</a>
<a href="#">Alicia R. Chacon International School</a>	<a href="#">920 Burgundy Dr. 79907</a>
<b>**Formerly LeBarron Park Elementary School</b>	
<a href="#">Congressman Silvestre &amp; Carolina Reyes School</a>	<a href="#">7440 Northern Pass Dr. 79911</a>
<a href="#">Sunland Park Mall</a>	<a href="#">750 Sunland Park Dr. 79912</a>
<a href="#">Brown Middle School</a>	<a href="#">7820 Helen of Troy Dr. 79912</a>
<a href="#">Medano Heights</a>	<a href="#">7801 Medano Dr. 79912</a>
<a href="#">Tippin Elementary School</a>	<a href="#">6541 Bear Ridge Dr. 79912</a>
<a href="#">Fire Station #27</a>	<a href="#">6767 Ojo De Aqua Dr. 79912</a>
<a href="#">Rosa Guerrero Elementary School</a>	<a href="#">7530 Lakehurst Rd. 79912</a>
<a href="#">YWCA - West</a>	<a href="#">313 Bartlett Dr. 79912</a>
<a href="#">Carlos Rivera Elementary School</a>	<a href="#">6445 Escondido Dr. 79912</a>
<a href="#">Western Hills U.M.C.-Stewart Family Life Center A</a>	<a href="#">524 Thunderbird Dr. 79912</a>
<a href="#">Dr. Green Elementary School</a>	<a href="#">5430 Buckley Dr. 79912</a>
<a href="#">Putnam Elementary School</a>	<a href="#">6508 Fiesta Dr. 79912</a>
<a href="#">Polk Elementary School</a>	<a href="#">940 Belvidere St. 79912</a>
<a href="#">El Paso Community College-Valle Verde</a>	<a href="#">919 Hunter Dr. 79915</a>
<a href="#">Del Norte Heights Elementary School</a>	<a href="#">1800 Winslow Rd. 79915</a>
<a href="#">Ascarate Elementary School</a>	<a href="#">7090 Alameda Ave. 79915</a>
<a href="#">Riverside High School</a>	<a href="#">301 Midway Dr. 79915</a>
<a href="#">Ysleta Pre-K Center</a>	<a href="#">7940 Craddock Ave. 79915</a>
<a href="#">Bel Air Middle School</a>	<a href="#">7909 Ranchland Dr. 79915</a>
<a href="#">Officer David Ortiz Recreation Center</a>	<a href="#">563 N. Carolina Dr. 79915</a>

Vote Center	Address
<a href="#">Transition To Life Career Center</a>	<a href="#">7988 Alameda Ave. 79915</a>
<a href="#">Fire Station #15</a>	<a href="#">115 Shorty Ln. 79922</a>
<a href="#">Zach White Elementary School</a>	<a href="#">4256 Roxbury Dr. 79922</a>
<a href="#">Desertaire Elementary School</a>	<a href="#">6301 Tiger Eye Dr. 79924</a>
<a href="#">Bowling Family YMCA</a>	<a href="#">5509 Will Ruth Ave. 79924</a>
<a href="#">Dr. Joseph E. Torres Elementary School</a>	<a href="#">10700 Rushing Rd. 79924</a>
<b>**Formerly Bradley Elementary School</b>	
<a href="#">H.E. Charles Middle School</a>	<a href="#">4909 Trojan Dr. 79924</a>
<a href="#">Arlington Park Shelter</a>	<a href="#">10350 Pasadena Cir. 79924</a>
<a href="#">Newman Elementary School</a>	<a href="#">10275 Alcan St. 79924</a>
<a href="#">Parkland High School</a>	<a href="#">5932 Quail Ave. 79924</a>
<a href="#">Whitaker Elementary School</a>	<a href="#">4700 Rutherford Dr. 79924</a>
<a href="#">Coach Archie Duran Elementary School</a>	<a href="#">5249 Bastille Ave. 79924</a>
<b>**Formerly Dowell Elementary School</b>	
<a href="#">Fire Station #20</a>	<a href="#">8301 Edgemere Blvd. 79925</a>
<a href="#">Cielo Vista Elementary School</a>	<a href="#">9000 Basil Ct. 79925</a>
<a href="#">Edgemere Elementary School</a>	<a href="#">10300 Edgemere Blvd. 79925</a>
<a href="#">Eastwood High School</a>	<a href="#">2430 McRae Blvd. 79925</a>
<a href="#">YISD Central Office</a>	<a href="#">9600 Sims Dr. 79925</a>
<a href="#">Eastwood Heights Elementary School</a>	<a href="#">10530 Janway Dr. 79925</a>
<a href="#">Gary Del Palacio Recreation Center</a>	<a href="#">3001 Parkwood St. 79925</a>
<a href="#">Ross Middle School</a>	<a href="#">6101 Hughey Cir. 79925</a>
<a href="#">Bassett Place</a>	<a href="#">6101 Gateway West 79925</a>
<a href="#">Western Technical College</a>	<a href="#">9624 Plaza Cir. 79927</a>
<a href="#">El Paso Community College-Mission Del Paso</a>	<a href="#">10700 Gateway Blvd E. 79927</a>
<a href="#">H.D. Hilley Elementary School</a>	<a href="#">693 N. Rio. Vista Rd. 79927</a>
<a href="#">Chayo Apodaca Community Center</a>	<a href="#">341 N. Moon Rd. 79927</a>
<a href="#">Robert R. Rojas Elementary School</a>	<a href="#">500 Bauman Rd. 79927</a>
<a href="#">Escontrias Elementary School</a>	<a href="#">205 Buford Rd. 79927</a>
<a href="#">Campestre Elementary School</a>	<a href="#">11399 Socorro Rd. 79927</a>
<a href="#">KEYS Academy</a>	<a href="#">12380 Pine Springs Dr. 79928</a>
<a href="#">Desert Hills Elementary School</a>	<a href="#">300 N. Kenazo Dr. 79928</a>

Vote Center	Address
<a href="#">Desert Wind K-8 School</a>	<a href="#">1100 Colina De Paz Dr. 79928</a>
<a href="#">Horizon Heights Elementary School</a>	<a href="#">13601 Ryderwood Ave. 79928</a>
<a href="#">Dr. Sue A Shook Elementary School</a>	<a href="#">13777 Paseo Del Este Blvd. 79928</a>
<a href="#">Eastlake High School</a>	<a href="#">13000 Emerald Pass Ave. 79928</a>
<a href="#">El Paso Self-Help Center</a>	<a href="#">15371 Kentwood Ave. 79928</a>
<a href="#">Carroll T. Welch Elementary School</a>	<a href="#">14510 Mc Mahon Ave. 79928</a>
<a href="#">Center for Career and Technology Education</a>	<a href="#">1170 N. Walnut St. 79930</a>
<a href="#">Travis Elementary School</a>	<a href="#">5000 N. Stevens St. 79930</a>
<a href="#">Paul C. Moreno Elementary School</a>	<a href="#">2300 San Diego Ave. 79930</a>
<a href="#">Memorial Park Senior Citizen Center</a>	<a href="#">1800 Byron St. 79930</a>
<a href="#">Austin High School</a>	<a href="#">3500 Memphis Ave. 79930</a>
<a href="#">Fire Station #2</a>	<a href="#">111 E. Borderland Rd. 79932</a>
<a href="#">Community Connections Center</a>	<a href="#">5300 Warriors Dr. 79932</a>
<a href="#">Dr. Nixon Elementary School</a>	<a href="#">11141 Loma Roja Dr. 79934</a>
<a href="#">Fred &amp; Maria Loya Family YMCA</a>	<a href="#">2044 Trawood Dr. 79935</a>
<a href="#">Pebble Hills Elementary School</a>	<a href="#">11145 Edgemere Blvd. 79936</a>
<a href="#">El Paso County Eastside Annex</a>	<a href="#">2350 George Dieter Dr. 79936</a>
<a href="#">Hanks High School</a>	<a href="#">2001 Lee Trevino Dr. 79936</a>
<a href="#">Tierra Del Sol Elementary School</a>	<a href="#">1832 Tommy Aaron Dr. 79936</a>
<a href="#">Hanks Middle School</a>	<a href="#">1641 Billie Marie Dr. 79936</a>
<b>**Formerly Desert View Middle School</b>	
<a href="#">ESC Region 19 Head Start Multipurpose Center</a>	<a href="#">11670 Chito Samaniego Dr. 79936</a>
<a href="#">Jane Hambric K-8 School</a>	<a href="#">3535 Nolan Richardson Dr. 79936</a>
<a href="#">Bill Sybert K-8 School</a>	<a href="#">11530 Edgemere Blvd. 79936</a>
<a href="#">Benito Martinez Elementary School</a>	<a href="#">2640 Robert Wynn St. 79936</a>
<a href="#">Helen Ball Elementary School</a>	<a href="#">1950 Firehouse Dr. 79936</a>
<a href="#">O'Shea Keleher Elementary School</a>	<a href="#">1800 Leroy Bonse Dr. 79936</a>
<a href="#">Marty Robbins Recreation Center</a>	<a href="#">11620 Vista Del Sol Dr. 79936</a>
<a href="#">Sierra Vista Elementary School</a>	<a href="#">1501 Bob Hope Dr. 79936</a>
<a href="#">Hurshel Antwine Elementary School</a>	<a href="#">3830 Rich Beem Blvd. 79938</a>
<a href="#">Esperanza Acosta Moreno Library</a>	<a href="#">12480 Pebble Hills Blvd. 79938</a>
<a href="#">Lujan-Chavez Elementary School</a>	<a href="#">2200 Sun Country Dr. 79938</a>

Vote Center	Address
<a href="#">Pebble Hills High School</a>	<a href="#">14400 Pebble Hills Blvd. 79938</a>
<a href="#">Red Sands Elementary School</a>	<a href="#">4250 O'Shea Rd. 79938</a>
<a href="#">Montana Vista Elementary School</a>	<a href="#">3550 Mark Jason Dr. 79938</a>

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*Nota: Centros de Votación están sujetos a cambio en cualquier momento. Para ver mapa del lugar, presione en la dirección del Lugar de Votación de su preferencia via Google Maps o para ver una imagen del lugar, presione en el nombre del Centro de Votación de su preferencia. Para más información visite [es.epcountylvotes.com](http://es.epcountylvotes.com) o llame al **(915) 546-2154**.*



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 22-1057, Version: 1**

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

City Attorney's Office, Kristen Hamilton-Karam, (915) 212-0033

#### **AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

Consultation with lawyer regarding City Manager and City Attorney employment agreements. Matter No. 22-1043-831 (551.071)