

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

September 13, 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: 452-458-227#

AND

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

September 12, 2022

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 112-602-302#

Notice is hereby given that an Agenda Review Meeting will be conducted on September 12, 2022 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on September 13, 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, September 12, 2022 Conference ID: 112-602-302#
Regular Council Meeting, September 13, 2022 Conference ID: 452-458-227#

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, FIRE AND MINISTRY COORDINATOR FOR THE SHERIFF'S OFFICE, CHAPLAIN SAM FARAONE

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

EPCC Hispanic Heritage Celebration Month

Gold Out for Childhood Cancer Awareness Month

915 Week

RECOGNITIONS BY MAYOR

Mayor's Distinguished Award

Ahsan Choudhuri, Ph.D.

Ryan Wicker, Ph.D.

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 23, the Regular City Council Meeting of 30, 2022, the Agenda Review Meeting of August 29, 2022 and the Work Session of August 29, 2022. [22-1200](#)

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 [22-1203](#)

CONSENT AGENDA - RESOLUTIONS:

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

3. That the City Manager be authorized to sign Lease No. HSBP-7421-L-DA1203, on behalf of the City of El Paso ("Lessor"), with the United States Customs and Border Protection ("Lessee"), for the lease of Aviation Hangar Building No. 806, with contiguous office/support space, in addition to access to and use of all common areas located on the premises or associated with the leased space, including adjoining apron/ramp space and certain parking spaces located at the following described property: [22-1191](#)

A portion of Lot 2, Block 4, El Paso International Airport Tracts Unit Ten (3.4186 acres parcel), City of El Paso, El Paso County, Texas, municipally known and numbered as 1820 American Drive, El Paso, Texas,

and that the Director of Aviation or successor be authorized to execute an amendment to the lease to identify the metes and bounds description and applicable square footage for the aircraft parking ramp and the parking lot once the survey for same is/are finalized.

The fifteen-year (15) year initial term begins on September 13, 2022 ("Effective Date") and ends on September 12, 2037. The annual rental fee is \$328,365.98 or \$27,363.83 per month, which includes reimbursement for tenant improvements. There is one (1) option to extend the lease for an additional five (5) years that can be exercised by the Government with a 120-day notice to the Lessor. Should the five (5) year option be exercised the end date will be September 12, 2042, and the annual rental fee will be \$183,057.28 or \$15,254.77 per month.

District 3

Airport, Sam Rodriguez, (915) 212-7301

Goal 3: Promote the Visual Image of El Paso

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

[22-1151](#)

Districts 1, 2, 3, 4, 6, and 7

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

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

5. 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. [POSTPONED FROM 08-16-2022]

[22-1020](#)

All Districts

Capital Improvement Department, Mary Lou Espinoza, (915) 212-1882

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

6. That the City Council approves a deductive Construction Change Order in the amount of \$383,945.88 to J.A.R. Concrete Inc. for the elimination of the project art piece under Contract No. 2019-452 Paso Del Norte (PDN) Port of Entry (POE) Roundabout Improvements. No additional days will be added to contract number 2019-452. The new contract sum, including this change order notice and previous change order notices is \$2,331,162.35. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

[22-1177](#)

District 8

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

7. That the City Manager or his designee is authorized to sign the FTA Section 5310 grant and any agreements or verifications required to submit an application to the El Paso MPO for this grant; and that the City shall provide all matching funds, if applicable, for said grant.

[22-1193](#)

All Districts

Sun Metro Mass Transit, Ellen A. Smyth, (915) 212-6000

CONSENT AGENDA - SPECIAL APPOINTMENTS:**Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development:**

8. That the City Council approve the recommendation of the Board of

[22-1164](#)

Directors of the El Paso Downtown Management District that the following persons be named directors of the District for the terms indicated:

Nominee	Term #	Expiration Date
Cynthia Ortwein	1*	August 2025
Brad Taylor	3	August 2025
Peter Spier	3	August 2025
Jonathan Escalante	1*	August 2025
Daniela Caro	1	August 2025
Eugenio Mesta	2	August 2025
Arlene Carrol	5	August 2025

**Indicates candidate was appointed to a partial term and is being nominated for his/her full term.*

District 8

Economic and International Development, Elizabeth Triggs, (915) 212-1619
Economic and International Development, Karina Brascalla, (915) 212-1570

CONSENT AGENDA - BOARD APPOINTMENTS:

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

9. Ivan A. Teran to the Committee on Border Relations by Representative [22-1188](#)
Alexsandra Annello, District 2.
Members of the City Council, Representative Alexsandra Annello, (915) 212-0002

Goal 3: Promote the Visual Image of El Paso

10. Steffen Poessiger to the Historic Landmark Commission by Representative [22-1153](#)
Cissy Lizarraga, District 8.
Members of the City Council, Representative Cissy Lizarraga, (915) 212-0008

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

11. Patrick Hernandez-Cigarruista to the Museums and Cultural Affairs Advisory Board by Representative Joe Molinar, District 4. [22-1154](#)
Members of the City Council, Representative Joe Molinar, (915) 212-0004
12. Veronica Martinez Hernandez to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Cassandra Hernandez, District 3. [22-1189](#)
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

Goal 8: Nurture and Promote a Healthy, Sustainable Community

13. Andi Tiscareño to the Fair Housing Task Force by Representative Aleksandra Annello, District 2. [22-1186](#)

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

14. Marina Monsisvais to the Women's Rights Commission by Representative Aleksandra Annello, District 2. [22-1190](#)

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

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

15. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B) [22-1158](#)

All Districts

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

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

16. For notation pursuant to Section 2.92.080 of the City Code, receipt of the following campaign contributions by City Representative Isabel Salcido, District 5: [22-1194](#)

\$250 from Carmen I. Perez; \$1,000 from E.C. Houghton JR; \$1,000 from Kelly A. Tomblin; \$1,000 from Donald R. Margo & Adair W. Margo; \$1,000 from Rogelio Lopez; \$500 from Jack T. Chapman; \$500 from Joseph Moody Campaign; \$250 from Rachel B. Harracksingh; \$2,500 Stanley P. Jobe; \$1,038.73 from Victoria Dominguez; \$259.92 from Bill Burton; \$500.00 from Linda Troncoso; \$2,500 from L. Frederick Francis; \$500.00 from Linebarger, Goggan, Blair & Sampson; \$2,500 from J. Kirk Robison.

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

CONSENT AGENDA - REQUEST FOR PROPOSAL:

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

17. The linkage to Strategic Plan is subsection 1.1 - Stabilize and expand El Paso's tax base [22-1043](#)

Award Summary:

The award of Solicitation 2022-0370R Customer Relation Management (CRM) System to Keen360, Inc., for a term of three (3) years for an estimated amount of \$102,021.25. The award also includes, a two (2) year option for an estimated amount of \$46,147.50. 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 \$148,168.75. This contract will allow for the purchase of a Business Relationship Management System. The system will support the Economic and International Development Department, as well as other outward facing departments such as the El Paso International Airport, in establishing, tracking, and maintaining business relationships.

Contract Variance:

No contract variance.

Department: Economic & International Development

Award to: Keen360, Inc.
King of Prussia, PA

Item(s): All

Initial Term: 3 years

Option to Extend: 2 years

Annual Estimated Award: \$ 55,873.75 (Year 1)
\$ 46,147.50 (Year 2 & 3)

Initial Term Estimated Award: \$102,021.25 (3 Years)

Option Term Estimated Award: \$ 46,147.50 (2 Years)

Total Estimated Award: \$148,168.75 (5 years)

Account No.: 522150-999-1000-99999
522020 239-1000-15240-P1506

Funding Source: General Fund - Citywide Contracts Division

District(s): All

This is a Request for Proposal, requirements contract.

The Purchasing & Strategic Sourcing and the Economic & International Development Departments recommend award as indicated to Keen360, Inc., the highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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

All Districts

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

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

18. Discussion and action to direct city staff to develop solutions internally and in coordination with the City of Sunland Park, NM to mitigate the strain on city roadways as a result of increasing development within the State of New Mexico that connects directly to the City of El Paso streets. [22-1198](#)

District 1

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

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

19. Discussion and action on a Resolution recognizing the Ysleta Independent School District for being the only A-rated district among the City of El Paso's largest districts. [22-1187](#)

District 7

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

20. Discussion and action to recognize the week of September 12th to September 16th as 2022 Disability Voting Rights Week. [22-1196](#)

All Districts

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

21. Discussion and action to recognize September 18 - 24 as the American Library Association's Banned Books Week. [22-1197](#)

All Districts

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

22. Discussion and action on a Resolution that the City Council declares that the expenditure of District 7 discretionary funds in an amount not to exceed \$2,082.00 to be used at the Sylvia Carreon Recreation Center Multi-Purpose grand room for window improvements serves a municipal purpose of enhancing the quality of life through recreational, cultural, and educational environments for El Paso residents. [22-1140](#)

District 7

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

23. Update on the Streets and Maintenance Pothole Patching Program. [22-1162](#)

All Districts

Streets and Maintenance, Richard Bristol, (915) 212-0151

Goal 8: Nurture and Promote a Healthy, Sustainable Community

24. Presentation and discussion on El Paso Animal Services Animal Protection Officers.

[22-1160](#)

All Districts

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

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: 452-458-227#

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 2: Set the Standard for a Safe and Secure City

25. An Ordinance amending Title 13 (Streets, Sidewalks and Public places), Chapter 13.34 (Picketing), Section 13.34.010 (Definitions) to delete and reserve; Chapter 13.34 (Picketing), Section 13.34.020 (Notice of intent to picket) to add exceptions and spontaneous events; Chapter 13.34 (Picketing), Section 13.34.030 (Receipt of notification) to delete and reserve; Chapter 13.34 (Picketing), Section 13.34.040 (Picketing regulations) to delete and reserve; Chapter 13.34 (Picketing), Section 13.34.050 (Violation) to delete and reserve; Chapter 13.36 (Parades and Public assemblies) to amend chapter title to 'Parades;' Chapter 13.36 (Parades and Public assemblies) Section 13.36.010 (Definitions) to delete 'demonstration' and 'public assembly' from definitions;

[22-1171](#)

Chapter 13.36 (Parades and Public assemblies), Section 13.36.020 (Permit required) to add spontaneous event exception; Chapter 13.36 (Parades and Public assemblies), Section 13.36.100 (Violation - penalty) to remove the term 'public assembly' from violations; Chapter 13.38 (Special events), Section 13.38.020 (Definitions) to remove picketing, demonstrating, parades, and public assembly from the definition of 'special events'; the penalty as provided in Section 13.36.100 and 13.38.110 of the City Code.

All Districts

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

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 27, 2022

Goal 3: Promote the Visual Image of El Paso

26. An Ordinance vacating a 0.012 acre and 0.018 acre portions of City Right-of-way adjacent to a portion of Pioneer Plaza, Block 5 and all of Lot 28, Block 6, Mills Addition, City of El Paso, El Paso County, Texas.

[22-1166](#)

Subject Property: 106 W Mills Ave.

Applicant: Mills Plaza Properties II, LP and Mills Plaza Parking II, LP, SURW22-00011

District 8

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

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

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 27, 2022

27. An Ordinance granting a Special Privilege License to Airwavz Solutions, Inc. for the construction, installation, maintenance, use and repair of 62 linear feet of all necessary, desirable, subsurface wires, cables, underground conduits, manholes or other structures and appurtenances in connection with telecommunication systems and fiber optic, conduit and cables within a portion of City right-of-way underneath Curie Drive; setting the license term for a term of five (5) years with two (2) renewable five (5) year terms.

[22-1169](#)

Subject Property: 1740 Curie Drive

Applicant: Airwavz Solutions, Inc., PSPN22-00001

District 8

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

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

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 27, 2022

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

28. An Ordinance to amend the 2025 Major Thoroughfare Plan to delete a portion of Roanoke Dr., a proposed north/south connection between Threadgill Avenue and Will Ruth Avenue.

[22-1167](#)

District 4

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 27, 2022

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

29. The linkage to the Strategic Plan is subsection 2.3 - Increase Public Safety operational efficiency

[22-1157](#)

Award Summary:

Discussion and action on the award of Solicitation 2022-0697 Allison Proprietary Parts and Service (Re-Bid) to Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC for a three (3) year term for an estimated amount of \$702,000.00. This contract will allow transmission repairs for both the Fire Department and Streets and Maintenance fleet vehicles.

Contract Variance:

The difference based on comparison to the previous contract is as follows: An increase of \$87,000.00 for the initial term, which represents a 14.15% increase due to an increase in higher parts cost and labor rates.

Department: Fire Department

Vendor: Stewart & Stevenson, LLC dba Stewart &
Stevenson Power Products, LLC
Houston, TX

Item(s): All

Initial Term: 3 years

Option to Extend: None

Annual Estimated Award: \$234,000.00

Total Estimated Award: \$702,000.00 (3 years)

Account No.: 322-1000-22090-522250-P2216
322-1000-22090-531180-P2216
322-1000-22090-532080-P2216
532-3600-37020-531250-P3701

Funding Source: General Funds
Supply Support Fund

District(s): All

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC, the sole bidder offering the best value bid.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Fire Department, Jonathan P. Killings, (915) 212-5600

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

Environments

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

[22-1161](#)

Award Summary:

Discussion and action of the award of Solicitation No. 2022-0386 Janitorial Services for El Paso Museums to Ace Government Services, LLC for an initial term of three (3) years for an estimated amount of \$712,620.00. The award also includes a two (2) year option for an estimated amount of \$475,080.00. The total contract value is, including the initial term plus option is five (5) years, for an estimated amount of \$1,187,700.00.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$351,461.52 for the initial term, which represents a 97.32% increase due to an increase in hourly rates and an increase in service hours required.

Department:	Museum and Cultural Affairs
Award to:	Ace Government Services, LLC
	El Paso, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$ 237,540.00
Initial Term Estimated Award:	\$ 712,620.00 (3 years)
Option Term Estimated Award:	\$ 475,080.00 (2 years)
Total Estimated Award:	\$1,187,700.00 (5 years)
Account No.:	522060 - 454 - 1000 - 54000
Funding Source:	General Funds
District(s):	All

This is a Best Value procurement contract.

The Purchasing & Strategic Sourcing and the Museum and Cultural Affairs Departments recommend award as indicated to Ace Government Services, LLC, the highest ranked bidder based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Museum and Cultural Affairs, Benjamin E. Fyffe, (915) 212-1766

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

31. The linkage to the Strategic Plan is subsection 7.5 - Set One Standard for

[22-1149](#)

Infrastructure Across the City.

Award Summary:

Discussion and action that the Purchasing Director be authorized to issue a Purchase Order for the award of contract 2022-0767 Mast Arm Poles (Re-Bid II) to Tri-State Electric, Ltd. for a one (1) year term for an estimated amount of \$1,312,247.58. This contract will allow the purchase of mast arm and street light poles.

Contract Variance:

The difference based on comparison to the previous contract is as follows: An increase of \$1,207,499.58 for the initial term, which represents a 1,152.77% increase due to additional steel items and price increases.

Department: Streets and Maintenance
Vendor: Tri-State Electric, Ltd.
Vinton, TX
Item(s): All
Initial Term: 1 year
Total Estimated Award: \$1,312,247.58 (1 year)
Account No.: 532 - 1000 - 532030 - 32020 - P3252
Funding Source: General Fund
District(s): All

This is a Non-Competitive contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Tri-State Electric, Ltd.

All Districts

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

- 32.** The linkage to the Strategic Plan is subsection 7.5 - Set One Standard for Infrastructure Across the City.

[22-1156](#)

Award Summary:

Discussion and action on the award of Solicitation 2022-0632 Janitorial Services - City 1-2-3-4 and MCAD (UPTT) to Ace Government Services, LLC for an initial three (3) year term for an estimated amount of \$1,150,148.70. The award also includes a two (2) year option for an estimated amount of \$766,765.80. 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 \$1,916,914.50. This contract will allow janitorial services at City buildings 1, 2, 3, 4 and MCAD at UPTT.

Contract Variance:

The difference based on comparison to the previous contract is as follows: An increase of \$160,384.50 for the initial term, which represents a 71.92% increase due to increased labor costs.

Department: Streets and Maintenance

Vendor: Ace Government Services, LLC
El Paso, TX
Item(s): All
Initial Term: 3 years
Option to Extend: 2 years
Annual Estimated Award: \$383,382.90
Initial Term Estimated Award: \$766,765.80 (3 years)
Total Estimated Award: \$1,916,914.50 (5 years)
Account No.: 532 - 1000 - 522060 - 31040 - P3120
Funding Source: General Fund
District(s): All

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Ace Government Services, LLC, the bidder offering the best value bid.

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

All Districts

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

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

33. 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
[POSTPONED FROM 08-16-2022]

District 7

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

34. 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

35. 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

36. 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

37. 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

[22-1038](#)

38. 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

District 4

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

39. 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.

[22-1039](#)

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

REGULAR AGENDA - OTHER BUSINESS:

Goal 3: Promote the Visual Image of El Paso

40. 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. [POSTPONED FROM 08-16-2022 AND 08-30-2022]

[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

41. 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. 2 with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

[22-1159](#)

All Districts

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

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

42. Discussion and action to adopt a Resolution that endorses the Vision Zero goal of eliminating traffic deaths and serious injuries on City of El Paso streets, with an emphasis on protecting the most vulnerable users of our transportation systems.

[22-1168](#)

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

43. Discussion and action on a Resolution to authorize the City Manager or his designee to submit a letter of support to the El Paso Metropolitan Planning Organization in support of an application for FY 2022 SS4A Discretionary Grant Program to develop a comprehensive regional safety action plan.

[22-1170](#)

All Districts

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

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

ADJOURN**NOTICE TO THE PUBLIC:**

Sign Language interpreters are provided for regular City Council meetings. If you need Spanish Interpreter Services, you must email CityClerk@elpasotexas.gov at least 72 hours in advance of the meeting.

ALL REGULAR CITY COUNCIL AGENDAS ARE PLACED ON THE INTERNET ON THURSDAY PRIOR TO THE MEETING AT <http://www.elpasotexas.gov/>



Legislation Text

File #: 22-1200, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Approval of the Minutes of the Regular City Council Meeting of August 23, the Regular City Council Meeting of 30, 2022, the Agenda Review Meeting of August 29, 2022 and the Work Session of August 29, 2022.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1203, **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.

AGENDA LANGUAGE:

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

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS



Legislation Text

File #: 22-1191, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

Airport, Sam Rodriguez, (915) 212-7301

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 Lease No. HSBP-7421-L-DA1203, on behalf of the City of El Paso ("Lessor"), with the United States Customs and Border Protection ("Lessee"), for the lease of Aviation Hangar Building No. 806, with contiguous office/support space, in addition to access to and use of all common areas located on the premises or associated with the leased space, including adjoining apron/ramp space and certain parking spaces located at the following described property:

A portion of Lot 2, Block 4, El Paso International Airport Tracts Unit Ten (3.4186 acres parcel), City of El Paso, El Paso County, Texas, municipally known and numbered as 1820 American Drive, El Paso, Texas,

and that the Director of Aviation or successor be authorized to execute an amendment to the lease to identify the metes and bounds description and applicable square footage for the aircraft parking ramp and the parking lot once the survey for same is/are finalized.

The fifteen-year (15) year initial term begins on September 13, 2022 ("Effective Date") and ends on September 12, 2037. The annual rental fee is \$328,365.98 or \$27,363.83 per month, which includes reimbursement for tenant improvements. There is one (1) option to extend the lease for an additional five (5) years that can be exercised by the Government with a 120-day notice to the Lessor. Should the five (5) year option be exercised the end date will be September 12, 2042, and the annual rental fee will be \$183,057.28 or \$15,254.77 per month.

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

AGENDA DATE: September 13, 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 Lease No. HSBP-7421-L-DA1203, on behalf of the City of El Paso ("Lessor"), with the United States Customs and Border Protection ("Lessee"), for the lease of Aviation Hangar Building No. 806, with contiguous office/support space, in addition to access to and use of all common areas located on the premises or associated with the leased space, including adjoining apron/ramp space and certain parking spaces located at the following described property:

A portion of Lot 2, Block 4, El Paso International Airport Tracts Unit Ten (3.4186 acres parcel), City of El Paso, El Paso County, Texas, municipally known and numbered as 1820 American Drive, El Paso, Texas,

and that the Director of Aviation or successor be authorized to execute an amendment to the lease to identify the metes and bounds description and applicable square footage for the aircraft parking ramp and the parking lot once the survey for same is/are finalized.

The fifteen-year (15) year initial term begins on September 13, 2022 ("Effective Date") and ends on September 12, 2037. The annual rental fee is \$328,365.98 or \$27,363.83 per month, which includes reimbursement for tenant improvements. There is one (1) option to extend the lease for an additional five (5) years that can be exercised by the Government with a 120-day notice to the Lessor. Should the five (5) year option be exercised the end date will be September 12, 2042, and the annual rental fee will be \$183,057.28 or \$15,254.77 per month.

BACKGROUND / DISCUSSION:

The Lessee currently leases an adjacent hangar located at 6812 Northrup Road, which is used to maintain and operate aircraft used to further CBP's mission to "protect the American people, safeguard our borders, and enhance the nation's economic prosperity." CBP's mission in the El Paso Sector has grown over the years. As such, CBP has outgrown its current space and requires more space to house and maintain aircraft and personnel needed to accomplish their mission objectives.

Please note that the agreement provided for approval is for the lease of the building and 1.76 acres of the property as the metes and bounds for this property missed the eastern portion of the ramp and parking lot. ELP engaged the surveyor to revise the survey to encompass the 3.4186 acres to be leased. CBP will issue an amendment to the agreement to include the additional space and ELP requests that the Director of Aviation be authorized to sign this amendment.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Revised 04/09/2021

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: _____



Samuel Rodriguez, P.E., Director of Aviation

RESOLUTION

WHEREAS, the City of El Paso owns and operates the El Paso International Airport as depicted in the most current FAA approved Airport Layout Plan located in the County of El Paso, State of Texas; and

WHEREAS, the United States Customs and Border Protection would like to lease property to operate a facility at the El Paso International Airport; and

WHEREAS, the City of El Paso desires to lease to the United States Customs and Border Protection certain facilities located at the El Paso International Airport in accordance with the terms, covenants, and conditions set forth in the lease including a delegation of authority to the Lessor's Director of Aviation or his successor to execute amendments to the lease to identify the metes and bounds descriptions and applicable square footage for the aircraft parking ramp and the parking lot as the survey for same is finalized.

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

THAT the City Manager be authorized to sign Lease No. HSBP-7421-L-DA1203, on behalf of the City of El Paso ("Lessor"), with the United States Customs and Border Protection ("Lessee"), for the lease of Aviation Hangar Building No. 806, with contiguous office/support space, in addition to access to and use of all common areas located on the premises or associated with the leased space, including adjoining apron/ramp space and certain parking spaces located at the following described property:

A portion of Lot 2, Block 4, El Paso International Airport Tracts Unit Ten (3.4186 acres parcel). City of El Paso, El Paso County, Texas, municipally known and numbered as 1820 American Drive, El Paso, Texas,

and that the Director of Aviation or successor be authorized to execute an amendment to the lease to identify the metes and bounds description and applicable square footage for the aircraft parking ramp and the parking lot once the survey for same is/are finalized.

(Signatures appear on following page)

RESOLUTION

21-1003-1192/PL#1119054 2/USCBP - 1820 American - RFSO/JF

Dated this ____ day of _____, 2022.

CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

RESOLUTION

21-1003-1192/PL#1119054 2/USCBP - 1820 American - RESO/JF

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

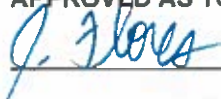
FOR THE LESSOR:

Name: Tomas Gonzalez
 Title: City Manager
 Entity: City of El Paso
 Date: _____


FOR THE GOVERNMENT:

Name: Chatigny L. Davis
 Title: Lease Contracting Officer
 Entity: Department of Homeland Security, U.S. Customs and Border Protection
 Date: _____

APPROVED AS TO FORM:


 Name: Josette Flores
 Title: Senior Assistant City Attorney
 Entity: City of El Paso
 Date: 9-6-22

APPROVED AS TO CONTENT:


 Name: Samuel Rodriguez, PE
 Title: Director of Aviation
 Entity: City of El Paso
 Date: 9-6-2022

WITNESSED FOR THE LESSOR BY:

Name: _____
 Title: _____
 Date: _____

LEASE NO. HSBP-7421-L-DA1203

On-Airport Lease
L201D (OCT 2021)

A. This Lease is made and entered into between

City of El Paso

(Lessor), whose principal place of business is **El Paso International Airport, 6701 Convair Road, El Paso, TX 79925**, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the U.S. Customs and Border Protection (CBP), upon the terms and conditions set forth herein.

B. Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

El Paso International Airport, 1820 American Drive, El Paso, TX, 79925

and more fully described in Section 1 and Exhibit B, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by CBP.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

Twenty (20) Years, Fifteen (15) Years Firm,

subject to adequate funds being made available from Congress for the payment of rentals under this Lease and termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

 Name: Tomas Gonzalez
 Title: City Manager
 Entity: City of El Paso
 Date: _____

FOR THE GOVERNMENT:

 Name: Chatigny L. Davis
 Title: Lease Contracting Officer
 Entity: Department of Homeland Security, U.S. Customs and Border Protection
 Date: _____

APPROVED AS TO FORM:

J. Flores
 Name: Josette Flores
 Title: Senior Assistant City Attorney
 Entity: City of El Paso
 Date: 9-6-22

APPROVED AS TO CONTENT:

Samuel Rodriguez
 Name: Samuel Rodriguez, PE
 Title: Director of Aviation
 Entity: City of El Paso
 Date: 9-6-2022

WITNESSED FOR THE LESSOR BY:

 Name: _____
 Title: _____
 Date: _____

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Aviation Hangar and Operations Related Space: Aviation Hangar Building No. 806, with contiguous office / support space, consisting of 15,019 rentable square feet (RSF), yielding 15,019 ANSI/BOMA Office Area (ABOA) square feet (SF). The Lessor also grants to the Government access to, and use of all common areas located on the premises or associated with the leased space, including to, adjoining apron / ramp space, and 53 adjoining parking spaces, situated on approximately 1.76 acres (AC) of land as depicted on the Plat Map attached hereto as Exhibit B.

B. Common Area Factor: The Common Area Factor (CAF) is established as 0.0 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: Approximately 53 surface/outside parking spaces are reserved for the exclusive use of the Government. The parking area is depicted on the Parking Plan attached hereto as Exhibit E. Parking is included in the rental payment for the Government. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease. The Government acknowledges that the installation of antennas, satellite dishes, and related transmission devices are subject to the approval of the Federal Aviation Authority (FAA).

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2021)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates. Rental payments, however, will not be due and owing until substantial completion of the tenant improvements described in this Lease and execution of a Supplemental Lease Amendment by the Parties, which will set forth the agreed final rental payments. In accordance with Paragraph 5.02, Tenant Improvement Rental Adjustment, if the Government elects to make a lump sum payment for the TI after occupancy, the payment of the TI by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

	FIRM TERM	NON-FIRM TERM
	ANNUAL RENT	ANNUAL RENT
	(YEARS 1 – 15)	(YEARS 16 - 20)
SHELL RENT (BUILDING) ¹	\$203,410.03	\$141,811.35
SHELL RENT (LAND) ²	\$ 29,324.97	\$ 39,031.53
OPERATING COSTS ³	\$ 1,456.00	\$2,214.39
TENANT IMPROVEMENTS RENT ⁴	\$ 94,174.98	\$ 0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁵	\$ 0.00	\$ 0.00
PARKING ⁶	INCLUDED	INCLUDED
TOTAL ANNUAL RENT⁷	\$328,365.98	\$183,057.28

¹Shell rent calculation (Building):

(Firm Term) **\$13.5435** per RSF multiplied by the RSF stated under Paragraph 1.01

(Non Firm Term) **\$9.4421** per RSF multiplied by the RSF stated under Paragraph 1.01

²Shell rent calculation (Land):

(Firm Term) **\$0.3814** per RSF multiplied by the RSF stated under Paragraph 1.01

(Non Firm Term) **\$0.5076** per RSF multiplied by the RSF stated under Paragraph 1.01

³Operating Costs rent calculation: **\$0.1264** per RSF multiplied by the RSF stated under Paragraph 1.01

⁴Tenant Improvements of **\$930,005.55** are amortized at a rate of **6** percent per annum over **15** years.

⁵Building Specific Amortized Capital (BSAC) of **\$0.00** are amortized at a rate of **0** percent per annum over **0** years

⁶Parking costs described under sub-paragraph C below

⁷Total Annual Rent does not reflect reduction for free rent (if applicable).

B. Availability of Appropriations. Funds are not presently available for performance under this Lease. In accordance with federal fiscal law, the Government's obligation for performance of this Lease and every provision herein is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this Lease until funds are made available to the LCO for performance. Nothing in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. Payment of any future obligations arising under this Lease are subject to the discretion of the Lessee to prioritize its appropriated funds to meet competing agency obligations and the ongoing activities of the Lessee in support of its mission. The Government may terminate this lease if sufficient funding cannot be obligated.

C. Parking cost is included in the rental payment.

D. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 15,019 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517 and not to exceed the amounts set forth above.

E. Rent is subject to adjustment upon reconciliation from quantities in the Lease to the approved DIDs and post-DID change orders.

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.

H. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises,"

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of electricity, gas, water, and sewer), maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Lessor is not responsible for paying the cost of electricity, gas, water, and sewer. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible.

4. The Lessor shall maintain the building structure, which shall include, but not limited to foundation, floor / ceiling slab, exterior walls, exterior glass, beams, columns, and the roof.

5. The Lessor shall furnish to the Government, as part of the rental consideration, exterior or grounds maintenance, which shall include, but are not limited to, costs and/or expenses to maintain parking areas, fence borders, landscaping including removal of weeds, watering of shrubs, and the repairing, replacement or replanting of said shrubbery.

6. The Lessor is not responsible for plumbing, lighting, and Government property.

7. The Lessor is not responsible for the janitorial services.

8. The Lessor is not responsible for maintenance on the Central HVAC system during the firm term of the Lease. The Lessor shall ensure the existing Central HVAC systems shall be fully operational prior to the Government's occupancy. The Lessor shall provide an inspection certificate prepared by a licensed engineer that verifies the equipment complies with current applicable codes. If anytime during the firm term of the lease that the Central HVAC is inoperable and beyond reasonable repair, the Lessor shall, at its own cost and expense, replace the system. The Lessor shall be responsible for maintenance of the Central HVAC system after the firm term of the Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2020)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
GSA Form 3517B, General Clauses	17	A
Plat Map and Metes and Bounds Description	2	B
Floor Plan	1	C
Statement of Work / Agency Requirements and Design Schematic	11	D
Parking Plan	1	E
Small Business Subcontracting Plan – Notification To Offeror	3	F
Small Business Subcontracting Plan Template	7	Attachment 1
Subcontracting Report for Individual Contracts SF 294 (REV. 11/2021)	4	Attachment 2
GSAR 552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space	4	G
GSAR 552.270-34 Access Limitations for High-Security Leased Space	1	H
FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Deviation 20-05) (Dec 2020)	4	I
FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	1	J
FAA Provisions	4	K

1.07 OPERATING COST BASE (OCT 2016)

The Lessor has provided an annual Operating Cost of \$1,456.00 for the Firm term of the Lease which shall be \$0.1264 per RSF. The Lessor has provided an annual Operating Cost of \$2,214.39 for the Non-Firm term of the Lease which shall be \$0.1922 per RSF.

1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2021)

Lessor's Unique Entity Identifier (UEI)

UEI-DUNS: **N/A**

UEI-SAM: **KLZGKXNFVTL4**

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Building. Building(s) situated on the Property in which the Premises are located.
- C. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example, 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF - 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- D. Contract. Contract shall mean this Lease.
- E. Contractor. Contractor shall mean Lessor.
- F. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- G. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- H. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- I. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- J. Lease Term Commencement Date. The date on which the Lease term commences.
- K. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- N. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- O. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- P. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- Q. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in CBP or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2021)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

a) waste, or,

b) damages or restoration arising from or related to:

(1) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as

(2) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 ~~OPERATING COSTS ADJUSTMENT (JUN 2012)~~ INTENTIONALLY DELETED

2.06 CHANGE OF OWNERSHIP/NOVATION (OCT 2021)

A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected.

C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM. In addition, for leases FSL III or above, the Transferee must also complete 552.270-33 Foreign Ownership and Financing Representation for High Security Leased Space. This representation must be completed annually.

G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Lease Amendment incorporating the Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the LCO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. The original Lessor must maintain an active registration in SAM until the Novation process is complete.

2.07 ~~RELOCATION RIGHTS (OCT 2021)~~ INTENTIONALLY DELETED

2.08 ~~RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON AIRPORT) (JUN 2012)~~ INTENTIONALLY DELETED

2.09 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.10 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.11 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at, <https://www.sam.gov/SAM/> prior to the Lease Award Date. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.12 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (MAY 2015)

- A. Prior to occupancy, the Premises shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ~~ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2014)~~ INTENTIONALLY DELETED

3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures, prior to Space acceptance. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 ~~RESTROOMS (ON-AIRPORT) (JUN 2012)~~ INTENTIONALLY DELETED

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Government shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60 percent relative humidity.

B. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2021)

The Government may direct the Lessor to use the Government's designated project management system for post-award and post-occupancy activities.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations prior to acceptance of Space. The following services and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

- | | | | | |
|---|---|---|--|---|
| <input type="checkbox"/> HEAT | <input type="checkbox"/> TRASH REMOVAL | <input type="checkbox"/> ELEVATOR SERVICE | <input type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input checked="" type="checkbox"/> OTHER |
| <input type="checkbox"/> ELECTRICITY | <input type="checkbox"/> CHILLED DRINKING WATER | <input type="checkbox"/> WINDOW WASHING | | (Specify below) |
| <input type="checkbox"/> POWER (Special Equip.) | <input type="checkbox"/> AIR CONDITIONING | Frequency _____ | <input checked="" type="checkbox"/> PAINTING FREQUENCY | CARPET REPLACEMENT 10 |
| <input type="checkbox"/> WATER (Hot & Cold) | <input type="checkbox"/> RESTROOM SUPPLIES | <input type="checkbox"/> CARPET CLEANING | Space 10 Years | Years |
| <input type="checkbox"/> SNOW REMOVAL | <input type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency _____ | | |

A. The Lessor shall perform cyclical repainting of the interior and exterior Space every ten (10) years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

- Backing or underlayment is exposed;
- There are noticeable variations in surface color or texture;
- It has curls, upturned edges, or other noticeable variations in texture;
- Tiles are loose; or,
- Tears or tripping hazards are present.

2. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after normal hours.

C. The Lessor shall replace all carpet and base covering in the Space every ten (10) years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment.

4.03 ~~MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)~~ INTENTIONALLY DELETED

4.04 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.06 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to CBP for review and identification of any CUI building information that may be included. In addition, any documents CBP identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at <https://www.archives.gov/files/cui/20161206-cui-marking-handbook-v1-1.pdf>) before the original or any copies are disseminated to any other parties. If CUI content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized CBP employees may mark the documents.

1. Authorized recipients.

- a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with CBP. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to CBP, or performing work under a CBP contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.
 - b. All CBP personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.
2. Dissemination of CUI building information:
- a. By electronic transmission. Electronic transmission of CUI information outside of the CBP network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by CBP policy.
 - b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
 - i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
 - ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.
3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum:
- a. The name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated;
 - b. The name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information;
 - c. Contact information for the named individual; and
 - d. A description of the CUI building information provided.

Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the LCO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. CBP contractors and subcontractors must not take CUI building information outside of CBP or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.
5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the LCO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.
6. Notice of disposal. The contractor must notify the LCO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the LCO at the completion of the lease term.
7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.
8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

4.07 INDOOR AIR QUALITY (OCT 2019)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working

hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet CBP policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.

D. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

4.08 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2021)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

1. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph B.2 below

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IICRC S520-2015 Standard for Professional Mold Remediation), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

4.09 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 PROVISIONAL ACCEPTANCE (FEB 2021)

A. At a time of exceptional circumstance, i.e., pandemic, the Government may accept the Space on a provisional basis until such time that a re-inspection on-site can occur. In this instance and upon request from the LCO, the Lessor shall provide such documentation (e.g., picture(s), video(s) and/or a representative on-site for a live-stream or 'virtual' walkthrough) to confirm substantial completion. In such an instance the Government may withhold a percentage of lump sum Tenant Improvement payment as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the time frame established or until the Government can determine the space has been delivered in accordance with the Lease requirements, Design Intent Drawings and Construction Drawings.

B. At such time as a physical on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lessor's correction.

C. Upon re-inspection and Government acceptance of any deficiencies and/or punch list item(s) documented per above, or in the instance of no such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via subsequent Lease Amendment.

5.02 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Lessor has agreed to total TI pricing of \$930,005.55 based on the Agency's Requirements and design schematic included in Exhibit D. This amount is amortized in the rent over the Firm Term of this Lease at an interest rate of six (6) percent per year.

B. The Government may elect to make lump sum payments for any or all work covered by the TI scope. That part of the TI amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TI. If the Government elects to make a lump sum payment for the TI after occupancy, the payment of the TI by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

5.03 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

5.04 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

5.05 FLOOR COVERING AND PERIMETERS – SHELL (SLAT) (OCT 2020)

Flooring material through Building common areas shall be of quality materials, as approved by the LCO.

5.06 ELECTRICAL (SLAT) (OCT 2020)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply.

B. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

5.07 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)

If the Government pays separately for electricity, no more than 500 SF of office may be controlled by one switch or automatic light control for all office Space on the Government meter, whether through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the LCO.

5.08 DRINKING FOUNTAINS (OCT 2018)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

5.09 LIGHTING: INTERIOR AND PARKING – SHELL (SLAT) (OCT 2020)

A. INTERIOR FIXTURES: T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

D. OCCUPANCY SENSORS: The Lessor shall provide occupancy sensors to reduce the hours that the lights are on when the Space is unoccupied

E. BUILDING PERIMETER: Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

F. EXTERIOR POWER BACKUP: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

5.10 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts. Work may be rejected if it fails to conform to approved design drawings and quality standards.

5.11 SCHEDULE FOR COMPLETION OF SPACE (OCT 2020)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to CBP, as part of the shell cost, **65%** DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than forty-five (45) Working Days following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Lessor shall submit the **95%** DIDs within ten (10) Working Days of the Government's approval of the **65%** DIDs. The Lessor shall submit the **100%** complete DIDs to the Government within five (5) Working Days of the Government's approval of the **95%** DIDs. The Government shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. These meetings may be held either in person or virtually, at the discretion of the Government. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed, as part of the shell cost, within seven (7) Working Days of the Government's request.

B. DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:

Level 1 (included in Shell rent):

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than ten (10) Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be

responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than fifteen (15) Working Days following the approval of DIDs. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify CBP, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within five (5) Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have ten (10) Working Days to review CDs prior to issuing a Notice to Proceed (NTP). At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than one hundred and twenty (120) Working days following issuance of NTP.

5.12 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

5.13 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. The Lessor remains solely responsible for designing, constructing, operating, and maintaining the leased premises in full accordance with the requirements of the Lease. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

5.14 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (OCT 2020)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within ten (10) Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within ten (10) Working Days of NTP, the Lessor shall initiate a construction meeting. This meeting may be held in person or virtually, at the discretion of the Government. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

5.15 PROGRESS REPORTS (OCT 2020)

After start of construction, the Lessor shall submit to the COR written progress reports. These updates shall be transmitted via email by 4:00 PM (Local Time) each Friday. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. These meetings may be held in person or virtually, at the discretion of the Government. The Lessor or its designee shall be responsible for taking and distributing minutes of these meetings.

5.16 CONSTRUCTION INSPECTIONS (SEP 2015)

A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.

B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to

prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

5.17 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

5.18 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT 2021)

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

5.19 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Space, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

5.20 AS-BUILT DRAWINGS (OCT 2021)

Not later than thirty (30) days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number.

5.21 LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2020)

The Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Construction permits associated with TI build-out.
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

5.22 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated as TIs within the attached agency requirements, shall be deemed to be TI costs.

5.23 FINISH SELECTIONS (SMALL) (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) options of coordinated finish samples. The finish options must be approved by CBP prior to installation. The Lessor may not make any substitutions.

5.24 WINDOW COVERINGS (SMALL) (OCT 2020)

All exterior windows shall be equipped with window blinds in new or like new condition, as approved by the Government.

5.25 DOORS: INTERIOR (SLAT) (OCT 2020)

A. Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

5.26 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.27 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.28 ~~PARTITIONS: SUBDIVIDING (SLAT) (OCT 2020)~~ INTENTIONALLY DELETED

5.29 PAINTING – TI (SMALL) (OCT 2020)

A. Prior to acceptance, all surfaces within the Space which are designated by CBP for painting shall be newly finished in colors and type of paint acceptable to the Government.

5.30 FLOOR COVERINGS AND PERIMETERS (SMALL) (OCT 2019)

A. Unless otherwise specified, broadloom carpet or carpet tiles shall be installed in accordance with manufacturing instructions to lay smoothly and evenly throughout the Space. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Performance requirements for broadloom and modular tile.
 - a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
 - b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
 - c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
 - d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

2. Texture Appearance Retention Rating (TARR). Moderate; ≥ 3.0 TARR.

5.31 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.32 DATA DISTRIBUTION (OCT 2020)

The Lessor shall purchase and install data cable as part of the tenant improvements. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. If the Government chooses to purchase and install data cabling, then the Lessor shall provide, as part of the tenant improvements, outlets with rings and pull strings to facilitate the installation of the data cable.

5.33 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2020)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Lessor shall purchase and install data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets. If the Government chooses to purchase and install data and telecommunications cabling, then the Lessor shall provide, as part of the TIs, outlets with rings and pull strings to facilitate the installation of the data cable.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.34 SECURITY REQUIREMENTS (OCT 2021)

The Lessor agrees to allow the Government install the requirements of Facility Security Level 111 as part of the Statement of Work.

5.35 OWNERSHIP

The Lessor represents and warrants that it is the fee simple owner of the property that is the subject of this Lease and has the right to enter into this Lease and to grant the Government exclusive access to the premises and all the rights set forth herein. Lessor warrants that no third party has superior or conflicting rights.

5.36 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall require the Government to perform any act, or to not act (i.e., an omission), in a manner that would constitute a violation of law or federal fiscal policy. Nothing herein shall be construed as a waiver of the sovereign immunity of the United States.

5.37 LEASE EXPIRATION

At the expiration of the lease term, inclusive of any option exercised by the Government, a new lease agreement must be negotiated and executed prior to the expiration date, or the Government will vacate the premises at the end of the Lease term.

5.38 NO THIRD PARTY BENEFICIARY

The parties agree that this Lease is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law by an outside party against either the Lessor or the Government.

5.39 FAA PROVISIONS

To the extent consistent with applicable law and to the extent applicable to CBP as a federal government agency, CBP agrees to comply with the Addendum language. "See Exhibit K".

5.40 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

- 1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2021)**
- 1.07 OPERATING COST BASE (OCT 2016)**
- 4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)**

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	18	552.270-31	PROMPT PAYMENT
	19	52.232-23	ASSIGNMENT OF CLAIMS
	20		PAYMENT
	21	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	22	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	23	552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	52-203-7	ANTI-KICKBACK PROCEDURES
	25	52-223-6	DRUG-FREE WORKPLACE
	26	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	27	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	28	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	29	552.270-13	PROPOSALS FOR ADJUSTMENT
	30		CHANGES
AUDITS	31	552.215-70	EXAMINATION OF RECORDS BY GSA
	32	52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	33	52.233-1	DISPUTES

LESSOR: _____ GOVERNMENT: _____

LABOR STANDARDS	34	52.222-26	EQUAL OPPORTUNITY
	35	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	36	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	39	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	40	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	43	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	44	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	45	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST- TIER SUBCONTRACT AWARDS
OTHER	46	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	47		INTENTIONALLY DELETED
	48	52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: _____ GOVERNMENT: _____

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

LESSOR: _____ GOVERNMENT: _____

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

LESSOR: _____ GOVERNMENT: _____

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial

LESSOR: _____ GOVERNMENT: _____

completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for

LESSOR: _____ GOVERNMENT: _____

purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

18. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

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(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

LESSOR: _____ GOVERNMENT: _____

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

19. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

20. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

21. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

LESSOR: _____ GOVERNMENT: _____

22. 52.203-13

Contractor Code of Business Ethics and Conduct (JUN 2020)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

23. 552.270-32

COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

24. 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

25. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

26. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) *Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

LESSOR: _____ GOVERNMENT: _____

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
_____	_____
_____	_____

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

27. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

LESSOR: _____ GOVERNMENT: _____

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

28. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$750,000.)
This clause is incorporated by reference.

29. 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

30. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

LESSOR: _____ GOVERNMENT: _____

31. 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

32. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

33. 52.233-1 DISPUTES (MAY 2014)
This clause is incorporated by reference.

34. 52.222-26 EQUAL OPPORTUNITY (SEP 2016)
This clause is incorporated by reference.

35. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
This clause is incorporated by reference.

36. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)
(Applicable to leases exceeding the micro-purchase threshold.)
This clause is incorporated by reference.

37. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
(Applicable to leases \$150,000 or more, total contract value.)

(a) *Definitions.* As used in this clause-

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

LESSOR: _____ GOVERNMENT: _____

38. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(Applicable to leases over \$15,000 total contract value.)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

40. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

(Applicable to leases over \$35,000 total contract value.)

This clause is incorporated by reference.

41. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over \$750,000 total contract value.)

This clause is incorporated by reference.

42. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

43. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021) ALTERNATE III (JUN 2020)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

LESSOR: _____ GOVERNMENT: _____

44. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over \$750,000 total contract value.)
This clause is incorporated by reference.

45. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over \$30,000 total contract value.)
This clause is incorporated by reference.

46. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05) (DEC 2020) PLEASE SEE EXHIBIT I.

47. INTENTIONALLY DELETED

48. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

LESSOR: _____ GOVERNMENT: _____



ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying

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

METES AND BOUNDS DESCRIPTION (1820 AMERICAN DRIVE)

A 1.7651 acres parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Lot 2, Block 4, El Paso International Airport Tracts Unit Ten, as filed in Volume 53, Page 12, El Paso County Plat Records and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a city monument found at the centerline right-of-way intersection of Piper Court (68 feet wide) and American Drive (68 feet wide); **WHENCE**, a city monument found at the centerline right-of-way intersection of Northrop Road (68 feet wide) and said American Drive, bears North 26°55'25" East (North 23°46'33" East~record), a distance of 758.41 feet (758.06 feet~record); **THENCE**, leaving the intersection of said Piper Court and American Drive and following the centerline of said American Drive, North 02°05'51" East (North 01°01'53" East~record), a distance of 54.00 feet to a concrete nail with shiner found for a point of curvature; **THENCE**, continuing along the centerline of said American Drive along the arc of a curve to the right having a radius of 763.01 feet, a central angle of 15°25'08", an arc length of 205.33 feet and whose long chord bears North 09°48'25" East, a distance of 204.72 feet; **THENCE**, leaving the centerline of said American Drive, South 72°29'01" East, a distance of 34.00 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set for the beginning of a non-tangent curve to the right on the southeasterly right-of-way line of said American Drive for the southwesterly corner and the **POINT OF BEGINNING** of the parcel herein described;

THENCE, following the southeasterly right-of-way line of said American Drive along the arc of said non-tangent curve to the right having a radius of 729.01 feet, a central angle of 14°52'50", an arc length of 189.33 feet and whose long chord bears North 24°57'24" East, a distance of 188.80 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northwesterly corner of the parcel herein described;

THENCE, leaving the southeasterly right-of-way line of said American Drive, South 42°54'09" East, a distance of 522.14 feet to a mag nail set on the southeasterly boundary line of said Lot 2 for the northeasterly corner of the parcel herein described;

THENCE, following the southeasterly boundary line of said Lot 2, South 47°05'51" West (South 45°58'07" West~record), a distance of 135.08 feet to a bridge nail found for the southeasterly corner of the parcel herein described;

THENCE, leaving the southeasterly boundary line of said Lot 2, North 47°56'45" West, a distance of 452.73 feet to the **POINT OF BEGINNING**.

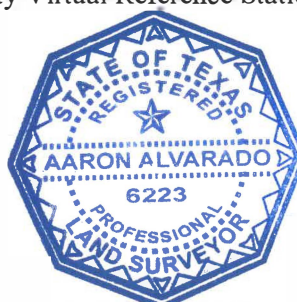
Said parcel containing 1.7651 acres (76,887.7 square feet), more or less and being subject to all easements, restrictions and covenants of record.

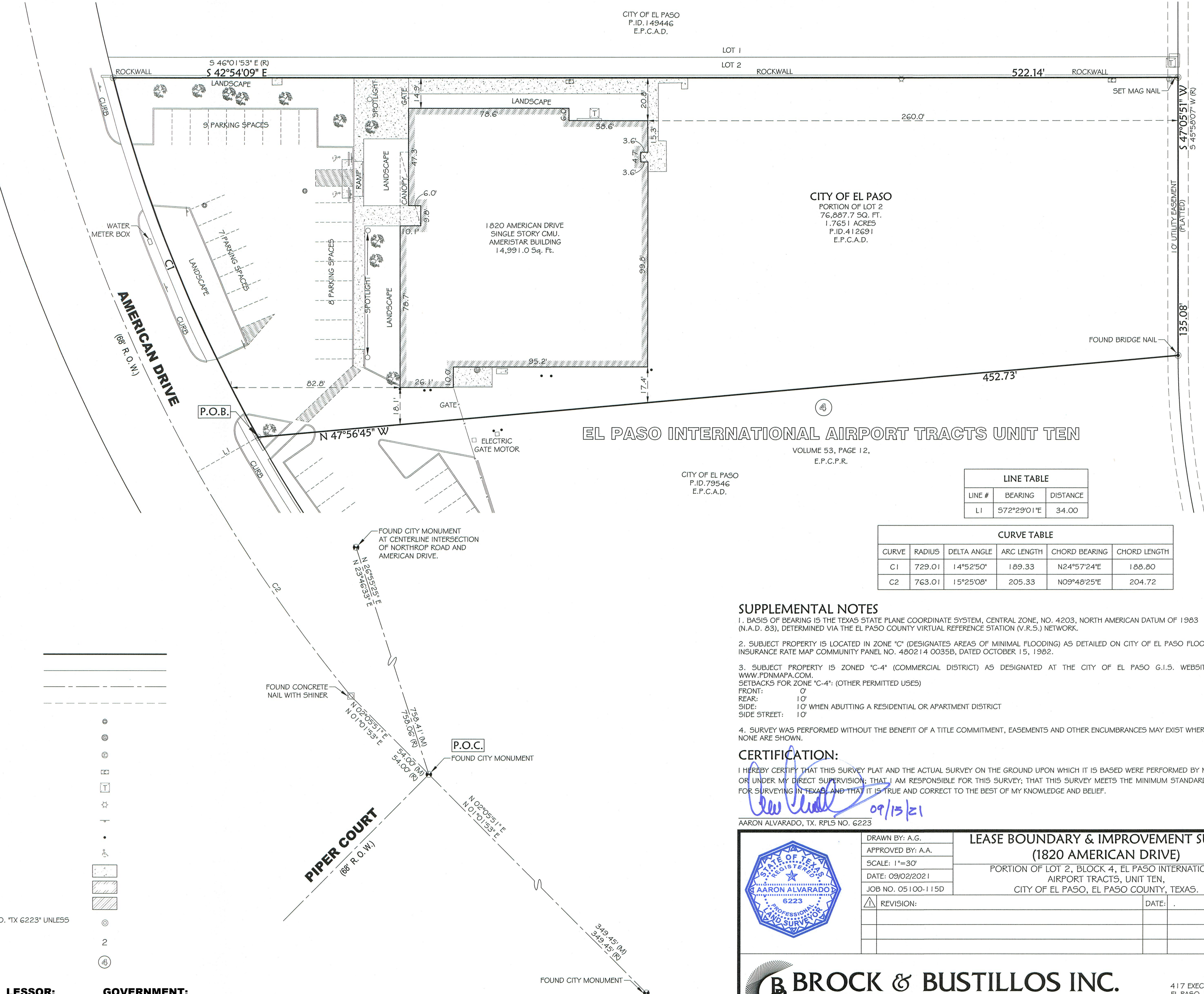
Basis of Bearing is the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983 (NAD 83) (2011), determined via the El Paso County Virtual Reference Station (VRS) Network.

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

Date: September 13, 2021

05100-115D-1820 AMERICAN LEASE DESC





LINE TABLE		
LINE #	BEARING	DISTANCE
LI	S72°29'01"E	34.00

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	729.01	14°52'50"	189.33	N24°57'24"E	188.80
C2	763.01	15°25'08"	205.33	N09°48'25"E	204.72

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NO. 4203, NORTH AMERICAN DATUM OF 1983 (N.A.D. 83), DETERMINED VIA THE EL PASO COUNTY VIRTUAL REFERENCE STATION (V.R.S.) NETWORK.

2. SUBJECT PROPERTY IS LOCATED IN ZONE "C" (DESIGNATES AREAS OF MINIMAL FLOODING) AS DETAILED ON CITY OF EL PASO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480214 0035B, DATED OCTOBER 15, 1982.

3. SUBJECT PROPERTY IS ZONED "C-4" (COMMERCIAL DISTRICT) AS DESIGNATED AT THE CITY OF EL PASO G.I.S. WEBSITE WWW.PDNMAPA.COM.
SETBACKS FOR ZONE "C-4": (OTHER PERMITTED USES)

SETBACKS FOR ZONE C-4: (OTHER PERMITTED USES)

FRONT:	0'
REAR:	10'
SIDE:	10' WHEN ABUTTING A RESIDENTIAL OR APARTMENT DISTRICT
SIDE STREET:	10'

4. SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, EASEMENTS AND OTHER ENCUMBRANCES MAY EXIST WHERE NONE ARE SHOWN.

I HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN TEXAS; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

AARON ALVARADO, TX. RPLS NO. 6223 09/15/2



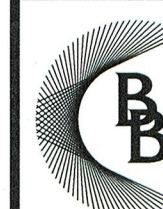
DRAWN BY: A.G.
APPROVED BY: A.A.
SCALE: 1"=30'
DATE: 09/02/2021
JOB NO. 05100-115D

PORTION OF LOT 2, BLOCK 4, EL PASO INTERNATIONAL
AIRPORT TRACTS, UNIT TEN,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

REVISION:

DATE:	
-------	--

SHEET
1
OF
1



BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
TBPE REG. NO. F-737
TBPLS REG. NO. 101314-00

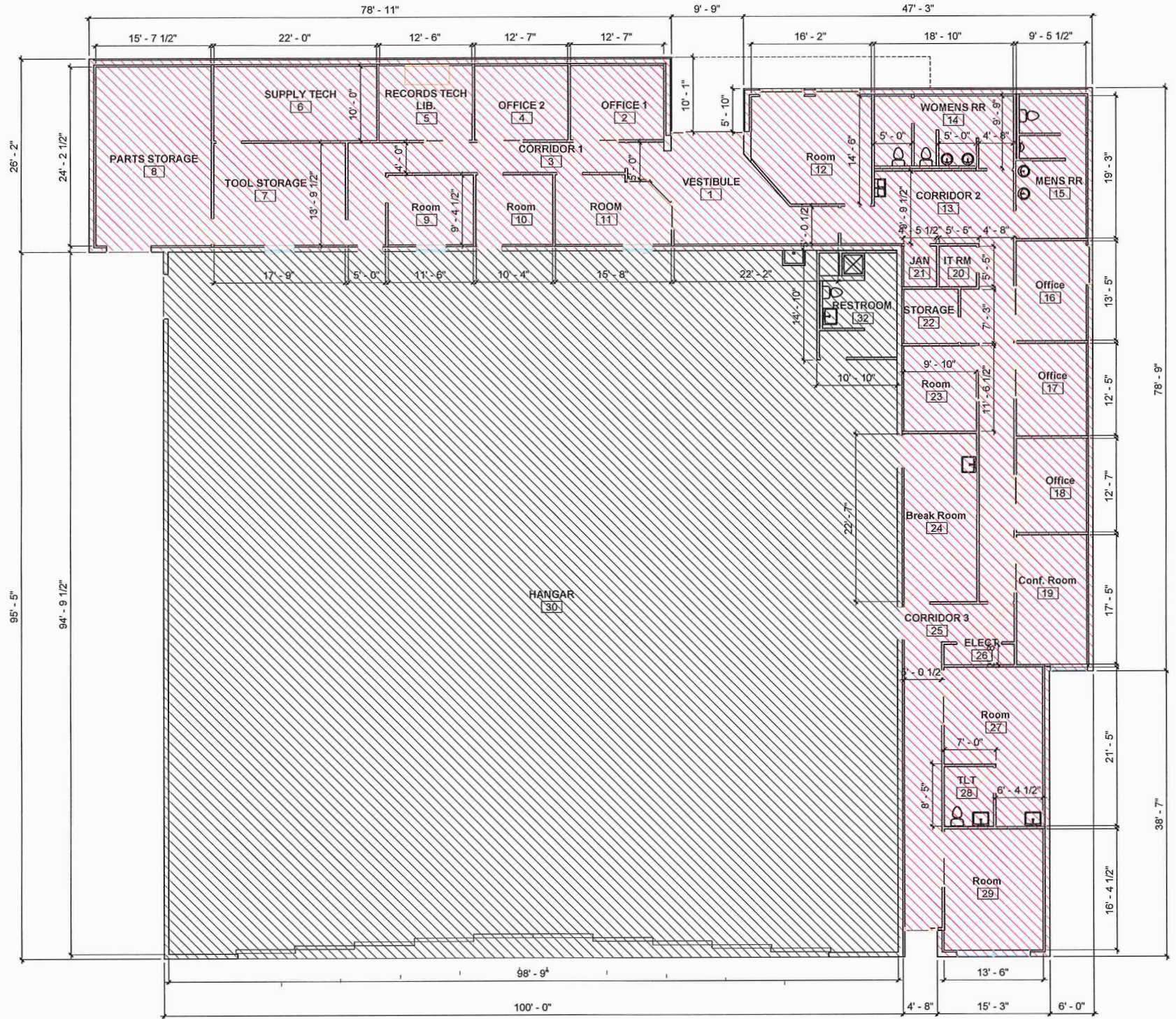
417 EXECUTIVE CENTER
EL PASO, TEXAS 79902
www.brockbustillos.com
PH (915) 542-4900
FAX (915) 542-2867

LESSOR: _____ GOVERNMENT: _____
LEASE NO. HSBP-7421-L-DA1203

AMERISTAR FLOOR PLAN



PRINTED: 8/18/2021 09:22:00 AM



OFFICE AREA-	5,476 GROSS SQ. FT.
HANGAR AREA-	9,543 GROSS SQ. FT.
TOTAL	15,019 GROSS SQ. FT.

EXISTING FLOOR PLAN 1
SCALE 1/8" = 1'-0"
TRUE NORTH
PROJECT NORTH

AMERISTAR HANGAR RENOVATION
1820 AMERICAN DRIVE EL PASO TEXAS 799

NOT FOR CONSTRUCTION

SHEET: A-101
GROSS AREA FLOOR PLAN

Y:\2021\2021-01 EPIA Hanger Remodel (Ameristar Hanger) El Paso Airport\2 CADD FILES\0 Revit\2021-01 AMERISTAR HANGER RENOVATION.rvt



U.S. Customs and
Border Protection



Statement of Work (SOW)
Ameristar Hangar Lease, El Paso International Airport

1. BACKGROUND:

The Customs and Border Protection (CBP), Office of Facilities Management and Engineering Directorate (FM&E) is responsible for the coordination of all real property management functions within CBP, in addition to all aspects of financial management and budgeting, logistical support, building management services, investment planning, and life cycle management of real property.

This project is to meet the mission needs of the El Paso Air Branch, El Paso Flight Operations, to improve and expand the Air Branch's hangar and office space facilities. The approximately 15,019 square foot Ameristar facility represents a unique opportunity to provide the needed additional space for personnel and equipment, and to have secure parking for its current and future personnel.

The Ameristar Hangar has been vacant for some time and is not currently in an acceptable condition. CBP surveyed the building and found the structure sound, but with minor leaks, and a significant amount of exterior paving to be repaired. The Contractor is expected to provide the design drawings, engineering and construction for the repairs to the building and grounds and provide the tenant improvements as described herein.

The ultimate purpose of this project is to confirm to existing Air and Marine design requirements and in accordance with Air Branch's Table of Organization and Equipment (TO&E) dated April 22, 2020. A basis of design has been developed between BPAM and the AMO detailing operation provisions for administrative and staff support size.

The project location is:

1820 American Drive
El Paso, TX 79925-1129

2. SCOPE:

This is a design and build project. CBP has provided the basis of design and a layout of the desired layout of the office space for the purpose of tenant improvement design drawings. A schematic design and a space requirement is included below as Attachment A. As it is expected that the Contractor will include all reasonable repairs, the tenant improvements in this project shall include demolition and reconstruction of existing office space, and certain specified work on the apron, including removal of a stone wall and the repairing of the entire apron and parking lot. "Repairing of the entire apron" is defined as making it safe for aircraft with the expectation of FOD elimination.

Air Branch standard security, communications and fire-life safety additions, including power, compressed air and other facilities required for aircraft maintenance is included in this project's scope. Interior walls, doors, ceilings, flooring and other finishes, light fixtures, circuits and electrical distribution, fire alarms, fire suppression systems, plumbing, heating and air conditioning distribution shall be included in this project. Layouts and details shall be determined by the completed and approved drawings. All work shall be inspected by a civil authority and declared fit for occupancy at the conclusion of the Work described.

Because this is in a non-governmental owned building, a building permit and specialty permits with inspections by municipal and airport authorities are required.

3. APPLICABLE DOCUMENTS:

Appendix A, Ameristar Hangar Diagrammatic Space Massing

Appendix B, Aerial View of Hangar Property

Appendix C, Scope of Work

This SOW.

4. SPECIFIC TASKS:

Upon the signing of the Lease, the Contractor shall provide Design Intent Drawings ("DIDs") based on the information provided by the Government. The DIDs shall be of a quality which could easily be understood by general and specialty contractors and shall be inspected and approved by local municipal governmental agencies whose job it is to enforce all applicable building codes. Once the construction drawings have been approved by the local authorities, they shall be submitted to CBP as "Approved For Construction Drawings" and CBP shall review and comment. If they are acceptable as described in Paragraph 5.5 of this SOW, the Government shall notify the Lessor that they are acceptable and issue the Notice to Proceed for the construction.

5. DELIVERABLES AND DELIVERY SCHEDULE:

EXHIBIT D

General – All submittals shall be provided through a Material Approval Submittal (MAS) process and submitted to the Contract Specialist (CS)/Contracting Officer (CO) and COR concurrently in a PDF file format. Unless noted otherwise, all deliverables shall be in electronic format and submitted via email. All durations in this SOW are in working days, defined as weekdays, excluding Saturdays, Sundays and federal holidays.

5.1. Accuracy – All deliverables shall be accurate in presentation, content, and shall adhere to the guidelines set forth in this document. All documentation presented to CBP shall be complete, correct, clear and consistent.

5.2. Clarity – Deliverables shall be clear and concise.

5.3. Timeliness – Deliverables shall be submitted on or before the due date specified in SOW. A deliverable is considered timely if submitted on or before the date specified in this SOW and if the Government provides any written notifications of deficiencies, the Contractor corrects the deficiencies within five (5) working days.

5.4. Submittals

5.5. Pre-Construction Submittals

5.5.1. Construction Schedule and Initial Construction Meeting. The Contractor shall furnish a detailed construction schedule to the Government within seven (7) working days of issuance of the NTP. The schedule shall provide sufficient detail to include design time, method of approach and milestone and completion dates relating to the various phases or sequences of the project. The Project Schedule shall be in electronic format, using established software such as Microsoft Project or other recognized industry standard software. The schedule shall also indicate the dates available for Government contractors to install telephone/data lines of equipment, if needed. Within seven (7) working days of NTP, Contractor shall initiate a construction meeting. This meeting may be held in person or virtually at the discretion of the Government. The Contractor will have contractor representatives including its architect, engineers, general contractor and subcontractor representatives in attendance. The Contractor shall keep meeting minutes of the discussion topics and attendance.

5.5.2. Design Intent Drawings – Upon final execution of the Lease, the Contractor shall prepare and submit 65% Design Intent Drawings (DIDs) of the proposed construction, including the apron and front parking lot and based upon the “Ameristar Hangar Diagrammatic Massing”, Appendix A to this SOW, within forty-five (45) working days of the final execution of the Lease.

5.5.2.1. The DIDs are defined as layout line drawings of the leased space reflecting all lease requirements, showing partitions and doors, schematic demolition, voice, data and electrical outlet locations, finishes, generic furniture layout, and any additional details necessary to communicate the design intent

to the Contractor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:

- 5.5.2.1.1. Cover Sheet
- 5.5.2.1.2. Demolition Plan, if applicable
- 5.5.2.1.3. Construction (Partition) Plan
- 5.5.2.1.4. Power/Communication (Electrical) Plan
- 5.5.2.1.5. Furniture Plan
- 5.5.2.1.6. Finish Plan

5.5.3. The Government shall have ten (10) working days to review and comment on the DIDs.

5.5.4. 95% DIDs – The Contractor shall prepare and submit 95% drawings of the proposed construction within ten (10) working days of the Government's approval of the 65% DIDs.

5.5.5. 100% DIDs - The Contractor shall submit the complete 100% drawings within five (5) working days of the Government's approval of the 95% drawings.

5.5.6. Constuction Drawings – The Lessor must complete CDs not later than fifteen (15) working Days following the approval of the 100% DIDs. The Government shall have ten (10) working days to review the CDs.

5.6. In Progress Report Requirements

5.6.1. Daily Reports - The Contractor shall provide daily status reports to the COR and/or the Technical Point of Contract/Project Manager throughout the duration of the project until all work is completed. These updates shall be transmitted via email by 4:00 PM (Local Time) each Friday.

5.6.2. Weekly Progress Color Photos – The Contractor shall provide weekly progress color photos. Photos shall be in digital format and be of size and quality that when printed on 8 ½" x 11" stock can show the detail of the work. Photos shall be of a quantity and quality to adequately show progress of the work being executed and related activities. Provide a minimum of six (6) progress photos per week. Photos shall be transmitted via email along with weekly reports by 4:00 PM (Local Time) each Friday.

5.7. Post-Construction Submittals

5.7.1.1. The Contractor shall furnish the following Post-Construction Submittals.

5.7.1.2. Ten (10) working days prior to the completion of the Space, the Contractor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of the building shell and tenant improvements and the approved

EXHIBIT D

DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued, and the Building improvements necessary for acceptance as described in the 100% CDs are completed.

- 5.7.1.3. The Space shall be considered substantially completed only if the Space may be used for its intended purpose and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TI's to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection.
- 5.7.1.4. The Contractor shall provide a valid Certificate of Occupancy issued by the local jurisdiction for the intended use of the Government. If the local jurisdiction does not issue a C of O or if the C of O is not available, the Contractor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building and Grounds are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements.
- 5.7.1.5. The Contractor shall provide compaction reports of the native and sub-base prior to placement of the road base. Acceptance by a licensed soils engineer after testing shall be proof enough that the 90% compaction has been achieved, and all testing and reports shall be submitted at the close of construction.
- 5.7.1.6. The Contractor shall provide 1-year warranties for labor and equipment work.
- 5.7.1.7. Not later than thirty (30) working days after the acceptance of the Space, the Contractor shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Work reflected in the DIDs and CDs. As-built drawings shall include those for civil, architectural, mechanical, electrical and plumbing including, but not limited to, those for IT, communications, security and fire protection.
- 5.7.1.8. All post-construction submittals shall be reviewed and approved by the COR before final acceptance of project completion. Electronic copies must be delivered via Email, or on CD or DVD; USB Flash Drive (Thumb Drive) is not acceptable.

5.8. Submittals shall be provided for the following requirements:

- 5.8.1. The Contractor shall deliver a Two Week Look Ahead Schedule within seven (7) working days of issuance of the Notice To Proceed. This schedule shall clearly show the detail of task(s) time lines shown on the Project Schedule. This schedule shall be updated weekly and emailed to the COR by close of business each Friday during the entire performance period of this order.

EXHIBIT D

5.8.2. The Contractor shall prepare and submit a Task Specific Accident Prevention Plan (APP) and Task Specific Safety Plan within seven (7) working days of Notice to Proceed. This plan shall address the requirements of FAR 52.236-13, Accident Prevention (Nov 1991). This plan shall be submitted for informational purposes.

5.8.3. The Contractor shall prepare and submit a work task Quality Control Plan that outlines procedures and measures that the Contractor shall take to provide project oversight, quality standards and auditing, roles and responsibilities, and identifying lines of communication to Contractor management personnel available to the government.

5.8.4. The Contractor shall provide operations and maintenance (O&M) documentation to the COR within seven (7) working days of final acceptance of the project by the COR.

6. GOVERNMENT FURNISHED EQUIPMENT AND INFORMATION:

6.1. The Government will not provide any facilities, equipment, or materials unless specifically listed in this SOW. Portable toilets, handwashing, and break area accommodations are the Contractor's responsibility and to be located exterior near the entrance to the worksite.

6.2. The Contractor will be allowed to use electrical service on site (120 volt) unless such use becomes a nuisance to CBP operations.

7. PLACE OF PERFORMANCE:

The project location is:

1820 American Drive
El Paso, TX 79925-1129

8. PERIOD OF PERFORMANCE:

The Contractor shall complete the design and the construction within the time frame as specified in the Lease.

9. SECURITY:

9.1. The work conducted on this contract will be For Official Use Only (FOUO) with appropriate markings on all documents produced in support of this SOW. The

EXHIBIT D

Contractor shall comply with Customs and Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.

9.2. PHYSICAL SECURITY: The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

9.3. CBP BACKGROUND INVESTIGATION (BI) CLEARANCE:

(a) The Contractor shall comply with the CBP administrative, physical, and technical security controls to ensure the federal government's security requirements are met.

(b) Contractors hired for work within the United States or its territories and possessions, and who require access to the Department of Homeland Security (DHS) owned or controlled facilities, information systems, security items, or products and/or sensitive but unclassified information shall be U.S. Citizens and shall live within the United States or its territories.

(c) The Contractor must run a preliminary criminal background check on candidates prior to being referred for interviewing. Only candidates who pass the preliminary criminal background check performed by the Contractor will perform work under this SOW.

(d) All contractors hired for work must pass a criminal background check, which will be performed by CBP, Security Programs Division prior to being allowed full access to government systems. Failure to pass a criminal background check or a thorough CBP background investigation completed by the CBP, Security Programs Division is grounds for removal from working under this SOW.

(d) The Contractor shall submit within ten (10) working days after contract award, a list containing the full name, and date of birth and other information as required by CBP of these candidates who have successfully passed the preliminary background investigation. This shall be coordinated with the COR.

(e) The continuous failure to meet the requirement to provide cleared personnel is grounds for termination of the task order, unless cleared personnel are timely provided as replacements. The Contractor must provide a qualified replacement capable of passing a BI for any person who fails to successfully pass a BI. This policy applies to any personnel hired as replacements.

(f) Only persons that have been cleared by the CBP background check will be allowed access to the site for work being performed.

(g) All Contractor/construction personnel will be escorted by a Government appointed person while inside the Border Patrol Station.

10. SPECIAL CONSIDERATIONS:

10.1. POINTS OF CONTACT:

Lease Contracting Officer:

Chatigny Davis

214-334-1594

817-868-8661

chatigny.l.davis@cbp.dhs.gov

Contracting Officer's Representative:

Wayne Hughes

915-834-8512 – Work

915-526-0810

wayne.j.hughes@cbp.dhs.gov

Technical Point of Contact:

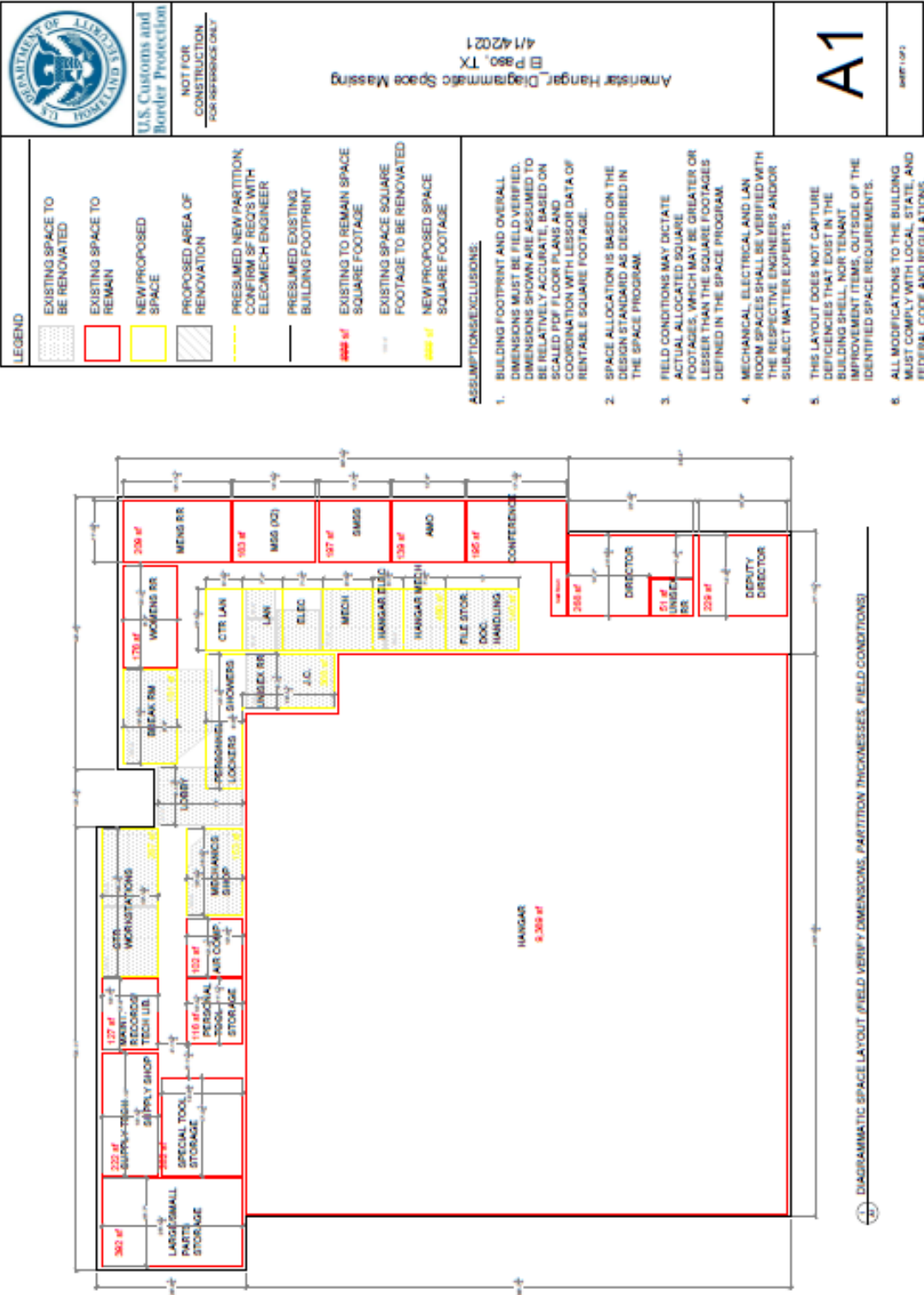
Charles Knief

949-877-9135

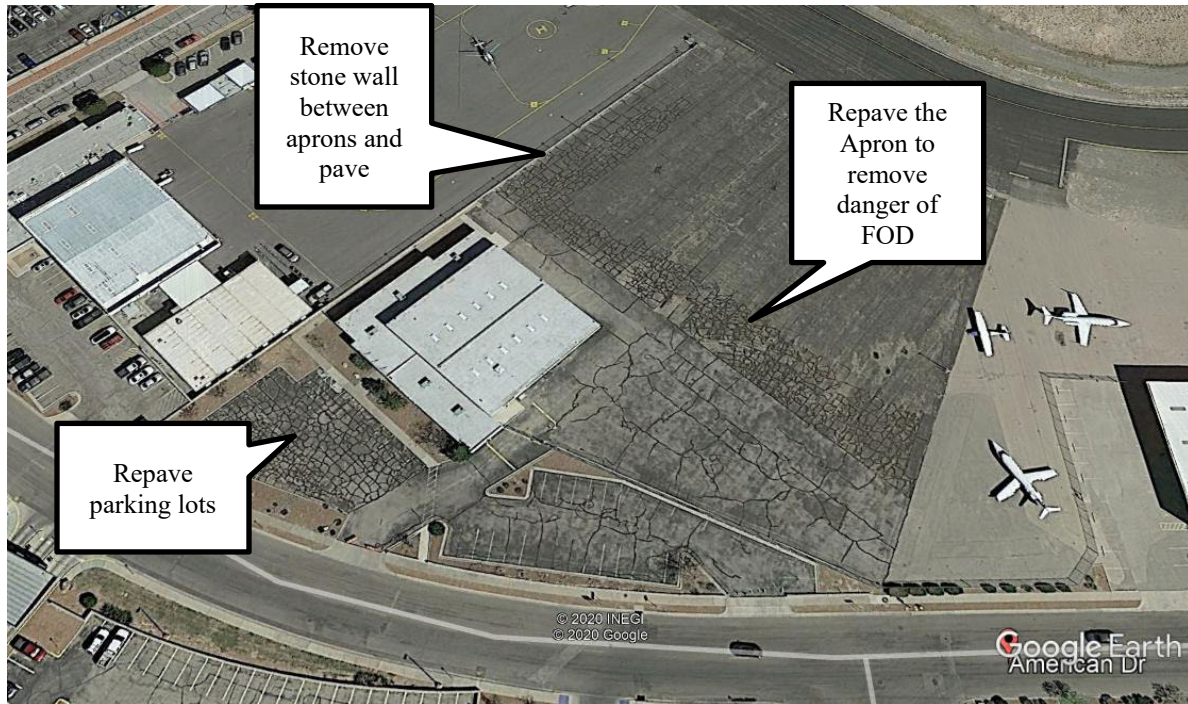
charles.l.knief@cbp.dhs.gov

END OF STATEMENT OF WORK

Appendix A



Appendix B



Appendix C

Agency Requirements

1. Repair or replace roof to make the structure weather and watertight.
2. Inspect and repair as necessary exterior walls to prevent further water incursion.
3. Remediate mold growth as noted in Mr. Van Winkle's November 6, 2020 report.
4. Repair and replace as necessary all sheet metal at roof edge, including gutters, downspouts, diverters, flashing and counter flashing, all elevations.
5. Hangar doors – replace seals, check and repair, if necessary, door motors and system controls. Check and repair or replace, if necessary, hangar door tracks.
6. Vehicle parking lot on American Drive seal coating and restriping.
7. Heating, Ventilation and Air Conditioning systems and distribution to areas that will not be altered that will not be altered.
8. Plumbing – all water and sewer service and distribution to/from areas that will not be altered by the Tenant Improvements.
9. Provide Electrical As-Constructed single line drawing for transformer(s), main panel and all subpanels, circuits and distribution.
10. Remove sign, repair face of building and repaint exterior, including all trim and doors.
11. Update and restore landscaping and irrigation system, including automatic timers.
12. Tenant Improvements – to be constructed and managed by the Contractor.
 - a. TI to meet the base requirements
 - b. TI to meet CBP Design Standards for AMO office space and AMO-specific requirements¹
 - c. Cost of TI Design
13. Apron Paving Renewal and striping
14. Removal of stone wall between 1820 American Drive and 6812 Northrop Drive and consequential grading and paving between the two properties. This should include topographical survey and civil engineering to ensure proper sheet flow away from hangars and other structures.
15. Card Readers at entry and at Vehicle Gate
16. Fire Alarm updating of base and interfacing with communications, and distribution
17. Camera systems – by CBP, but power and conduit run support in TI
18. Communications systems
 - d. Radio (by CBP) – power and conduit run support in TI
 - e. Telephone (by CBP) – power and conduit run support in TI
19. Provide and install, including piping, compressor on south elevation (or a better location TBD)
20. Resurface hangar floor.
21. Replace high bay lighting with LED fixtures².
22. Furnish and install roof access.

¹ See layout produced by CBP showing areas where existing walls are to be removed and reconstructed, and the addition of showers and other plumbing and electrical.

² All new light fixtures are to be LED. Existing fluorescent office fixtures are to be replaced with new LED.

AMERISTAR PARKING PLAN



LESSOR: _____ GOVERNMENT: _____

LEASE NO. HSBP-7421-L-DA1203

U.S. Department of Homeland Security
 Facilities Management and Engineering
 Border Patrol & Air and Marine (BPAM)
 Program Management Office, Leasing Branch
 150 Westpark Way, Suite 200
 Euless, Texas 76040



U.S. Customs and
 Border Protection

Notification to Offeror

Subject: Small Business Subcontracting Program

Dear Offeror,

This notification is being issued to inform you of the Small Business Subcontracting Program. In accordance with FAR Subpart 19.7, the Subcontracting Program is comprised of activities to ensure small businesses¹ receive a “maximum practicable opportunity” to participate in requirements awarded by Federal agencies, including subcontracts resulting from award of prime contracts which the Lessor agrees to implement to the “fullest extent”². When total contract value, including options, exceeds certain size thresholds, and the apparently successful offeror (prime contractor) is other than a small business, that offeror must submit an acceptable Small Business Subcontracting Plan in accordance with FAR 19.702. Attachment 1 is a leasing specific Small Business Subcontracting Plan template, subject to revision, intended to be used as a guideline (For information purposes only).

Small business size standards are government-wide and are determined based upon the North American Industry Classification System Codes (NAICS) with thresholds for the number of employees or annual revenue sales. **For lease acquisitions, the NAICS code is 531120, unless the real property is self-storage (531130), land (531130), or residential (531110). The current size standard for a small business under NAICS code 531120 is \$30.0M in annual average gross revenue of the concern for the last 3 fiscal years³. Note that this size standard is subject to revision.** Offerors will certify this information as part of the online Representations and Certifications to be completed during the System for Award Management (SAM) registration process.

a. Small Business Subcontracting Plan.

When is a Small Business Subcontracting Plan Required?

A Small Business Subcontracting Plan is required when:

- 1) the offeror is other than a small business (as defined by the NAICS code size standard), and
- 2) total contract value, including options, will exceed \$700,000⁴ or when a lease modification⁵ will change the value of the lease to exceed the \$700,000 threshold.

¹ This includes the small business socio-economic categories: small disadvantaged businesses, women- owned small businesses, veteran-owned small businesses, service-disabled veteran owned small businesses and HUBZone small businesses.

² FAR 52. 219-8, *Utilization of small business concerns*, incorporated in each lease terms and conditions.

³ Current size standard effective August 19, 2019, subject to change

⁴ Current threshold under FAR 19.702; subject to change

⁵ Per FAR 19.702(b)(4), subcontracting plans are not required for modifications that are within the scope of the contract and the contract does not contain the clause at 52.219-8, *Utilization of Small Business Concerns*.

The submitted plan must be reviewed and go through the current Small Business Subcontracting Plan approval process prior to lease award. Failure to submit an acceptable plan will make the Lessor ineligible for award as outlined in the General Clause “FAR 52.219-9, Small Business Subcontracting Plan.” At award, the subcontracting plan is incorporated into, and becomes a material part of, the lease. Note that the subcontracting plan remains in effect should the building ownership change, even when the new ownership is a small business. In instances where the Lessor’s size status changes from small to other than small as a result of a size re-representation as required by FAR 52.219-28, Post Award Small Business Program Rerepresentation, the Lease Contracting Officer (LCO) may require a small business subcontracting plan, as outlined under FAR 19.301-2(e).

b. Required Reports

After award, when a Small Business Subcontracting Plan is incorporated into the lease, Lessors are required by the terms of the lease to submit periodic reports each year so that the Government can determine the extent of compliance by the offeror with the subcontracting plan as outlined in FAR 52.219-9. These reports are the Standard Form 294 Subcontracting Report for Individual Contracts (ISR) (see Attachment 2) and the Summary Subcontract Report (SSR). The ISR is a semi-annual report which collects subcontracting award data from the Lessor for an individual lease. It is due by April 30, encompassing the reporting period October 1 – March 31, and by October 30, for the reporting period April 1 – September 30, for each year the lease is active. The SSR collects subcontracting award data for all contracts that a Lessor has been awarded, and is due by October 30.

Reports are required when due, regardless of whether there has been any subcontracting activity.

c. Reporting Method

The Lessor must manually submit their ISR to the Lease Contracting Officer, or their designated representative, via Standard Form 294. The SSR is submitted electronically on an annual basis via eSRS (available at <http://www.esrs.gov>).

d. Special Guidance for On-Airport Leases

The leasing program acquires space for agencies, such as the Transportation Security Agency (TSA), whose mission requires that GSA obtain space at airports, which is available from a single source, the airport authority. Further, airport authorities are generally quasi-governmental entities which are subject to the sub-contracting laws enacted by local legislatures. Often these local legislatures prescribe utilization of small businesses and minority businesses located within the city limits, for example. Under the governing rules for airport authorities, it may not be possible to accept the federal standards without corresponding action by their governing legislature or board. The subcontracts are already in place by the local authorities, making it impossible to “maximize practicable opportunities” for small businesses to perform. This also restricts the ability of the local government to comply with all 15 requirements for a subcontracting plan as required by FAR 52.219-9.

Further complicating this issue is the fact that on-airport leases for agencies such as TSA represent a very small percentage of the overall space leased at airports, making it impractical for the Lessor to implement the governing local subcontracting rules for the majority of their space while complying with federal standards with respect to the sub-contracting opportunities available under the GSA lease.

As outlined above, small business sub-contracting is required under certain circumstances under FAR 52.219-9. When leasing space from airports who do not qualify as a small business under NAICS code 531120, and are unable to accept the federal sub-contracting guidelines due to a conflict with legislatively enacted local subcontracting regulations, LCOs should obtain a copy of the corresponding local regulations and prepare an individual deviation justification for approval.

Upon approval of the individual deviation, LCOs may omit the following General Clauses from the lease:

- ☐ 52.219-8 Utilization of Small Business Concerns
- ☐ 52.219-9 Small Business Subcontracting Plan
- ☐ 52.219-16 Liquidated Damages—Subcontracting Plan
- ☐ 552.219-73 Goals for Subcontracting Plan

Note that, in instances where the LCO determines that there are no subcontracting opportunities (for example, the airport only employs city employees provided by the local entity), the LCO should instead process a waiver.

Attachment 1 - Small Business Subcontracting Plan Template

Attachment 2 - Subcontracting Report for Individual Contracts - SF 294 (Rev. 11/2021)

Offerors' Initial Representation: Complete the representation below, sign and return to the LCO or his/her designee. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

Lessors' Representation: Complete the annual representation below, sign and return to the ALCO or his/her designee via GSA's Real Estate Tax portal at ret.gsa.gov, or subsequent portal.

Novation Transferees' Representation: Complete the representation below, sign and return to the ALCO or his/her designee along with other required novation documentation.

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552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space.

FOREIGN OWNERSHIP AND FINANCING REPRESENTATION FOR HIGH-SECURITY LEASED SPACE (JUN 2021)

(a) *Definitions.* As used in this clause—

Financing means the process of raising or providing funds through debt or equity for purposes of meeting the requirements of the Lease, including, but not limited to, acquisition, maintenance, and construction of, or improvements to, the Property.

Foreign entity means a:

- (i) Corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group that is headquartered or organized under the laws of a country that is not the United States or a state, local government, tribe, or territory within the United States; or
- (ii) Government or governmental instrumentality that is not the United States Government.

Foreign person means an individual who is not:

- (i) A United States citizen; or
- (ii) An alien lawfully admitted for permanent residence in the United States.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror or Lessor, or that owns or controls one or more entities that control an immediate owner of the offeror or Lessor. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror or Lessor, that has direct control of the offeror or Lessor. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests

LESSOR: _____ GOVERNMENT: _____

among family members, shared facilities and equipment, and the common use of employees.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) *Timing.* The Offeror or Lessor shall complete this representation when submitting a proposal. If the Offeror is the successful awardee, the Offeror (now Lessor) shall review, update, and provide this representation on an annual basis, reflecting all changes to immediate owner, highest-level owner and financing during the preceding 1-year period, starting one year from the Lease Term Effective Date through final payment of any contract. If the Lessor intends to transfer the lease to a successor in interest under the circumstances set forth in FAR 42.1204, the Lessor shall submit this representation to the Lease Contracting Officer with any request to novate the lease. The Offeror or Lessor is responsible for the currency, accuracy and completeness of the data disclosed, and for any liability resulting from the Government's reliance on inaccurate or incomplete data.

(c) *Immediate owner.*

(1) The Offeror or Lessor represents that it ☐ does or ☐ does not have an immediate owner.

(2) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then enter the following information for the immediate owner. If the offeror or Lessor has more than one immediate owner (e.g., joint venture), then the offeror or Lessor shall provide the information for each entity.

Legal name (do not use a "doing business as" name)	
Unique entity identifier (if available)	

(3) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign entity?:

☐ Yes or ☐ No.

(4) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign person?:

☐ Yes or ☐ No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (c)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

LESSOR: _____ GOVERNMENT: _____

Physical address	
Country	

(d) Highest-level owner.

(1) The Offeror or Lessor represents that the immediate owner, if any, ☐ is or ☐ is not owned or controlled by another entity?

(2) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, indicating that the immediate owner is owned or controlled by another entity, then enter the following information for the highest-level owner.

Legal name (do not use a "doing business as" name)	
Unique entity identifier (if available)	

(3) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign entity?:

☐ Yes or ☐ No.

(4) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign person?:

☐ Yes or ☐ No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (d)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical address	
Country	

(e) Financing entity.

(1) The Offeror or Lessor represents that the financing ☐ does or ☐ does not involve a foreign entity?

(2) The Offeror or Lessor represents that the financing ☐ does or ☐ does not involve a foreign person?

(3) If the Offeror or Lessor indicates "does" in either paragraph (e)(1) or (2) of this clause, indicating foreign financing (as a foreign entity or foreign person), then enter the following information for the foreign financing (respond for each as applicable).

Legal name (do not use a "doing business as" name)	
---	--

EXHIBIT G

Unique entity identifier (if available)	
--	--

Physical address	
Country	

(End of clause)

OFFEROR OR LESSOR NAME AND SIGNATURE	_____ Name	_____ Date
	_____ Signature	

LESSOR: _____ GOVERNMENT: _____

552.270-34 Access Limitations for High-Security Leased Space.

ACCESS LIMITATIONS FOR HIGH-SECURITY LEASED SPACE (JUN 2021)

(a) The Lessor, including representatives of the Lessor's property management company responsible for operation and maintenance of the leased space, shall not—

(1) Maintain access to the leased space; or

(2) Have access to the leased space without prior approval of the authorized Government representative.

(b) Access to the leased space or any property or information located within that Space will only be granted by the Government upon determining that such access is consistent with the Government's mission and responsibilities.

(c) Written procedures governing access to the leased space in the event of emergencies shall be documented as part of the Government's Occupant Emergency Plan, to be signed by both the Government and the Lessor.

(End of clause)

LESSOR:_____ GOVERNMENT:_____

GSAR 552.270-34 Access Limitations for
High-Security Leased Space JUN 2021
Page 1

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05) (DEC 2020)

(a) *Definitions.* As used in this clause—

“Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Interconnection arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

“Reasonable inquiry” means an inquiry designed to uncover any information in the entity’s possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

“Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Network Operations Security Center (NOSC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the NOSC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-*Commercial Products* or *Commercial Services*. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions*. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide
a
service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data
traffic or
cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide
a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph

(b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph

(b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

FAA PROVISIONS

(a) 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.

(b) 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 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 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.

(c) **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.

(d) **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. Tenant for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar

services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in Pertinent List of Nondiscrimination Authorities (Federal Aviation Administration Order 1400.11, Appendix 4) as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Landlord will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix C]

2. A. The Tenant 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 Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the listed acts and authorities appearing in the Acts and Regulations.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Landlord will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix D]

3. A. During the term of this Lease, Tenant 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, Landlord 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]



Legislation Text

File #: 22-1151, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Districts 1, 2, 3, 4, 6, and 7

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: September 13, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Chief Transit and Field Operations Officer (915) 212-6000

DISTRICT(S) AFFECTED: 1, 2, 3, 4, 6, 7

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:

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

DEPARTMENT HEAD:



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

ATTACHMENT A
SOLID WASTE LIENS
September 13, 2022

Address	Owner of Record	Amount	District
6217 Patria St	GONZALEZ JAMES	\$508.25	1
3506 Hueco Ave	ANGUIANO VICTOR M	\$344.11	2
8617 Mount Shasta Dr	MONTANO CONCEPCION R	\$803.75	2
191 Ben Swain Dr	CONDE EMMANUELLE	\$429.50	3
7821 Monterrey Dr	RIOS ELVIA	\$571.50	3
11128 Ilan Ramon Pl	SABIDO DELFIN M VIII	\$360.00	4
10532 Goodman St	WRIGHT CHARLES R & WILMA J	\$1,189.25	4
PID #X579-999-2440-4400	BLUE FLAMINGO IV LP	\$1,010.50	6
341 Maricela Dr	BELTRAN ALTAGRACIA & ENNIO & 1	\$897.50	7
401 Yarbrough Dr	7511 LEXINGTON LLC	\$415.00	7
414 Joseph St	MACIAS GUILLERMO B & MARIA	\$428.00	7
1158 Tio Dink Cir	ARREDONDO JESUSITA & VERONICA	\$529.50	7
538 East Rd Rear	538 EAST INC	\$762.15	7
9811 Staubach Dr	THOMAS GEORGE HOMES INC	\$356.00	7

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GONZALEZ JAMES, 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:

6217 Patria St, more particularly described as Lot 24 (7667.00 St Ft), Block 6, Borderland Heights #4 Subdivision, City of El Paso, El Paso County, Texas, PID #B690-999-0006-2400

to be \$508.25, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of September, 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 EIGHT AND 25/100 DOLLARS (\$508.25) to be a lien on the above described property, said amount being due and payable within ten (10) days

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

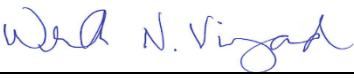
CITY OF EL PASO:

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 _____, 2022,
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, ANGUIANO VICTOR 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:

3506 Hueco Ave, more particularly described as S 30' Of 29 & S 30'
Of E 1/2 Of 30 (1125 Sq Ft), Block 112, East El Paso Subdivision,
City of El Paso, El Paso County, Texas, PID #E014-999-1120-9100

to be \$344.11, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of July, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 11/100 DOLLARS (\$344.11) 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 _____, 2022.


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 _____, 2022,
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, MONTANO CONCEPCION R, 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:

8617 Mount Shasta Dr, more particularly described as Lot 1085
(7134 Sq Ft), Block 41, Mountain View Subdivision, City of El
Paso, El Paso County, Texas, PID #M851-999-0410-9500

to be \$803.75, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of October, 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 THREE AND 75/100 DOLLARS (\$803.75) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.


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 _____, 2022,
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, CONDE EMMANUELLE, 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:

191 Ben Swain Dr, more particularly described as Lot 20, Block 12,
Millers Lakeside Subdivision, City of El Paso, El Paso County,
Texas, PID #M452-999-0120-7700

to be \$429.50, 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 6th day of October, 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 TWENTY NINE AND 50/100 DOLLARS (\$429.50) 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 _____, 2022.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

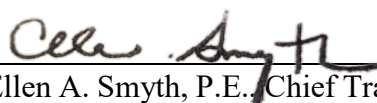
Laura D. Prine
City Clerk

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 _____, 2022,
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, RIOS ELVIA, 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:

7821 Monterrey Dr, more particularly described as Lot 6 (5775 Sq Ft), Block 3, Hervey Place Subdivision, City of El Paso, El Paso County, Texas, PID #H333-999-0030-2100

to be \$571.50, 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 8th day of October, 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 SEVENTY ONE AND 50/100 DOLLARS (\$571.50) 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 _____, 2022.

CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

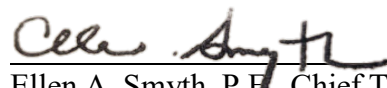
Laura D. Prine
City Clerk

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 _____, 2022,
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, SABIDO DELFIN M VIII, 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:

11128 Ilan Ramon Pl, more particularly described as Lot 18
(5464.00 Sq Ft), Block 8, Columbia North Subdivision, City of El
Paso, El Paso County, Texas, PID #C742-999-0080-1800

to be \$360.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of September, 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 SIXTY AND 00/100 DOLLARS (\$360.00) 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 _____, 2022.

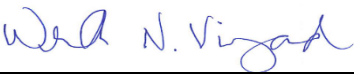
CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

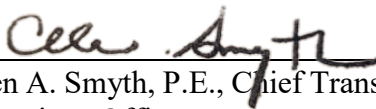
Laura D. Prine
City Clerk

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 _____, 2022,
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, WRIGHT CHARLES R & WILMA 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:

10532 Goodman St, more particularly described as Lot 9 (6300 Sq Ft), Block 10, Temple Hills Subdivision, City of El Paso, El Paso County, Texas, PID #T116-999-0100-1700

to be \$1189.25, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of September, 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 EIGHTY NINE AND 25/100 DOLLARS (\$1189.25) to be a lien on the above described property, said amount being due and

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.


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 _____, 2022,
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, BLUE FLAMINGO IV 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:

Tr 8-C (0.7123 Ac), Block 79, Tsp 2 Sec 44 T & P Surv Subdivision,
City of El Paso, El Paso County, Texas, PID #X579-999-2440-4400

to be \$1010.50, 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 October, 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 TEN AND 50/100 DOLLARS (\$1010.50) 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 Leeser
Mayor

ATTEST:

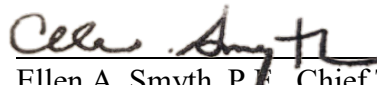
Laura D. Prine
City Clerk

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, BELTRAN ALTAGRACIA & ENNIO & 1, 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:

341 Maricela Dr, more particularly described as Lot 11, Block 26,
Thomas Manor #10 Subdivision, City of El Paso, El Paso County,
Texas, PID #T240-999-026A-2100

to be \$897.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of October, 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 NINETY SEVEN AND 50/100 DOLLARS (\$897.50) 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 _____, 2022.


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 _____, 2022,
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, 7511 LEXINGTON 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:

401 Yarbrough Dr, more particularly described as Lot 1, Block 1,
Hutton Go #2 Subdivision, City of El Paso, El Paso County, Texas,
PID #H955-999-0010-0100

to be \$415.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of September, 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 FIFTEEN AND 00/100 DOLLARS (\$415.00) 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 _____, 2022.


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 _____, 2022,
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, MACIAS GUILLERMO B & MARIA, 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:

414 Joseph St, more particularly described as Lot 17 (4700 Sq Ft),
Block 3, Lower Valley Mobile Home Addn Subdivision, City of El
Paso, El Paso County, Texas, PID #L920-999-0030-1700

to be \$428.00, 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 October, 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 TWENTY EIGHT AND 00/100 DOLLARS (\$428.00) 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 _____, 2022.


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 _____, 2022,
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, ARREDONDO JESUSITA & VERONICA, 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:

1158 Tio Dink Cir, more particularly described as Lot 19 (6720.90 Sq Ft), Block 4, Corrale Estates #2 Subdivision, City of El Paso, El Paso County, Texas, PID #C847-999-0040-1900

to be \$529.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of October, 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 TWENTY NINE AND 50/100 DOLLARS (\$529.50) 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 _____, 2022.


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 _____, 2022,
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, 538 EAST 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:

538 East Rd Rear, more particularly described as N 142 Ft Of Lot 2
(Homesite) (6000.00 Sq Ft), Block 7, North Loop Gardens #1
Subdivision, City of El Paso, El Paso County, Texas, PID
#N442-999-0070-1001

to be \$762.15, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of September, 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 SIXTY TWO AND 15/100 DOLLARS (\$762.15) 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 _____, 2022.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

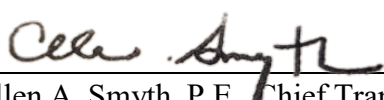
Laura D. Prine
City Clerk

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 _____, 2022,
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, THOMAS GEORGE HOMES 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:

9811 Staubach Dr, more particularly described as A Nwly Pt Of 23
& Sely Pt Of 24 (48.49' On St - 113.96' On Wly - 50.43' On Nly -
100.02' On Ely), Block 4, Prado Lindo Replat Subdivision, City of
El Paso, El Paso County, Texas, PID #P880-999-0040-2300

to be \$356.00, 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 October, 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 SIX AND 00/100 DOLLARS (\$356.00) 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 _____, 2022.

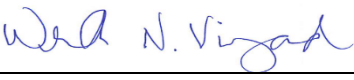
CITY OF EL PASO:

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 _____, 2022,
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

File #: 22-1020, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Capital Improvement Department, Mary Lou Espinoza, (915) 212-1882

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. [POSTPONED FROM 08-16-2022]

**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

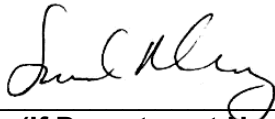
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES x NO

PRIMARY DEPARTMENT: N/A

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

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

That the City Manager be authorized to sign a 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

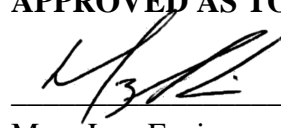
ATTEST:

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 (1st) 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 (10th) 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., 3rd Floor
El Paso, Texas 79901
Email: realestate@elpasotexas.gov

To the Tenant: Watermill Express, LLC
Attn: Rick Kelly & Haley Pryor
Address: 1177 S 4th 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)

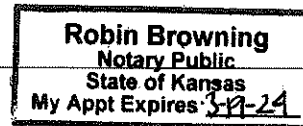
STATE OF ~~TEXAS~~ Kansas)
COUNTY OF ~~EL PASO~~ Crawford)

This Instrument was acknowledged before me on the 27th 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





8824 ALAMEDA – WATERMILL EXPRESS LEASE

Mary Lou Espinoza, MBA – Capital Assets Manager

City Council – August 16, 2022

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



Overview



Tenant: WATERMILL EXPRESS, LLC

Location: 8824 Alameda

Leased SqFt: 200sf

Market Rental Rate: \$45 psf

Initial Term: 5 years

Renewal Terms: 2 options of 5 years each



Agreement Details

TOTAL LEASE VALUE: \$155,640.75

- Years 1: \$9,000
- Years 2: \$9,180
- Years 3: \$9,363.60
- Years 4: \$9,550.80
- Years 5: \$9,741.89
- Years 6: \$9,936.73
- Years 7: \$10,135.46
- Years 8: \$10,338.17
- Years 9: \$10,544.93
- Years 10: \$10,755.83
- Years 11: \$10,970.95
- Years 12: \$11,190.37
- Years 13: \$11,414.18
- Years 14: \$11,642.46
- Years 15: \$11,875.31



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 22-1177, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

Capital Improvement Department, 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 Council approves a deductive Construction Change Order in the amount of \$383,945.88 to J.A.R. Concrete Inc. for the elimination of the project art piece under Contract No. 2019-452 Paso Del Norte (PDN) Port of Entry (POE) Roundabout Improvements. No additional days will be added to contract number 2019-452. The new contract sum, including this change order notice and previous change order notices is \$2,331,162.35. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

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

AGENDA DATE: September 13, 2022
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, (915) 212-1860
DISTRICT(S) AFFECTED: 8
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

That the City Council approves a deductive Construction Change Order in the amount of \$383,945.88 to J.A.R. Concrete Inc. for the elimination of the project art piece under Contract No. 2019-452 Paso Del Norte (PDN) Port of Entry (POE) Roundabout Improvements. No additional days will be added to contract number 2019-452. The new contract sum, including this change order notice and previous change order notices is \$2,331,162.35. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

BACKGROUND / DISCUSSION:

This change order is for the removal of the bid item for the removal of the art piece. No time is added with this change order.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

2018 CO's & FHWA


HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

RESOLUTION

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

That the City Council approves a deductive Construction Change Order in the amount of \$383,945.88 to J.A.R. Concrete Inc. for the elimination of the project art piece under Contract No. 2019-452 Paso Del Norte (PDN) Port of Entry (POE) Roundabout Improvements. No additional days will be added to contract number 2019-452. The new contract sum, including this change order notice and previous change order notices is \$2,331,162.35. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

APPROVED this _____ day of _____ 2022.

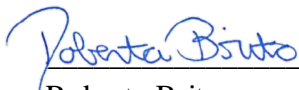
CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

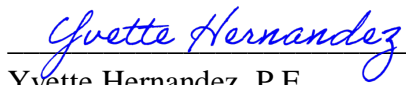
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E.
City Engineer

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: <u>7</u>		DATE: <u>August 3, 2022</u>	SCOPE CHANGE
PROJECT: <u>Paso Del Norte (PDN) Port of Entry (POE) Roundabout Improvements</u>		SOLICITATION NO. <u>24-06-53</u>	Solicitation: <u>20</u> <input checked="" type="checkbox"/> CONSTRUCTION CHANGE

Original Contract Amount: \$ <u>2,394,924.50</u> Net Change by previous Change Orders: \$ <u>320,183.73</u> Net Change by previous Construction Quantity Notices: \$ _____ Amount of this Construction Change Order: \$ <u>(383,945.88)</u> New Amended Contract Amount: \$ <u>2,331,162.35</u> Change Order Percentage: <u>-2.66%</u>	Contract Time to Substantial Completion: <u>218</u> Total days added due to Change Orders and CQN's: <u>41</u> Total days added for this Change Order: <u>0</u> New Contract Time to Substantial Completion: <u>259</u> Current Substantial Completion Due Date: <u>1/28/2022</u>
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CONTRACTOR NAME: J.A.R. Concrete Inc.

Please provide a detailed scope of work of the change order (see back for reason/justification):
Scope of Work: Removal of bid item ELP ELP 12 ROUNDABOUT CONTAINMENT AND STRUCTURAL FEATURES. from the contract. Compensate the contractor for work performed for the art piece mock up. Compensate the contractor for steel and lighting purchased for the project art piece which will be eliminated from the project. The contractor must provide proof that all the material suppliers have been paid. The contractor will deliver all unused material paid by this change order to the City of El Paso.

Specifications: TxDOT Standard Specifications for Construction of Maintenance of Highways, Streets, and Bridges

Drawings: Sheets S.0, S.1, S.2, S.3, S.4, S.5, LC-501, LC-502, LC-503, E-6. Changes to be incorporated in as-builts.

Cost and Bid Schedule:
 Add the following pay items:
 - CO#7-1 - MOCK UP INVOICE - 1.0 LS @ \$17,946.00/LS for a total amount of \$17,946.00
 - CO#7-2 - ARTPIECE STEEL - 1.0 LS @ \$19,924.01/LF for a total amount of \$19,924.01
 - CO#7-3 - TYPE D AND E LIGHTING - 1.0 LS @ \$6,222.00/LS for a total amount of \$6,222.00
 - CO#7-4 - TYPE C LIGHTING - 1.0 LS @ \$15,324.11/LS for a total amount of \$15,324.11

Remove the following
 - ELP ELP12 - 1 LS @ \$443,362.00/LS for a total amount credited of \$443,362.00

Time: No additional time requested for this change.

Work described above shall be performed in accordance to applicable specifications, special provisions, terms and conditions of the original contract. Unless specifically noted, this change order addresses all compensation for time, money, material, equipment, labor, tools, and incidentals including all direct and indirect costs associated with the scope of work.

Summary:
DECREASE contract amount by **\$383,945.88**
NO CHANGE in contract time.

WORKING DAYS ADDED TO CONTRACT: 0 **TOTAL CHANGE ORDER AMOUNT:** \$ (383,945.88)

CONTRACTOR

I, Joe Rosales, Jr., of J.A.R. Concrete Inc agree and accept the terms and conditions of this change order.

Signature: _____ Date: 09/07/22

CITY OF EL PASO (OWNER)

I, Yvette Hernandez, P.E. of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form.

Signature: _____ Date: _____

Yvette Hernandez, P.E., City Engineer

CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.: 7 DATE: August 3, 2022 ☐ SCOPE CHANGE
PROJECT: Paso Del Norte (PDN) Port of Entry (POE) Roundabout Improvements SOLICITATION NO. 24-06-53 Solicitation: 201 ☒ CONSTRUCTION CHANGE

Project Number PCP14IB001
Class 38290
Department 190
Fund 4743
Account 580270

Project Number PCP14IB001
Class 38290
Department 4950
Fund 190
Account 580270

PURCHASE ORDER # 2000000333

CONTRACTOR NAME: J.A.R. Concrete Inc.

PROVIDE REASON/JUSTIFICATION FOR CHANGE ORDER:

This change is necessary in order to remove the eliminated bid tab item for the roundabout art piece was requested to be removed by the City of El Paso City Council in order for the art piece to be approved through the proper channels. The change is required in order for the contractor to be compensated for the work performed to fabricate a mock up of the art piece. This change will also compensate the contractor for the purchased steel, type C, type D, and type E lighting for the art piece that has been eliminated from the contract.

Price and Time

For the mock up invoice, the DOR provided an estimated amount of 172 hours or \$20,135.06 for the work. The 172 hours was counteroffered to the contractor and the contractor accepted the amount. The hours required for the polycarbonate work was reviewed by the CID PM and found to be fair. Material costs was checked against invoices and found to be correct. The removed art piece unit price was derived from the contract bid tab.

No additional contract time was granted as work has been removed from the original item with this change.

CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME: 0 TOTAL CHANGE ORDER AMOUNT: \$ (383,945.88)

Project Manager recommends approval: 

Engineering Division Manager recommends approval: _____

Financing Department approval: _____
(If Required)

REQUEST FOR PO INCREASE/DECREASE FOR CHANGE ORDER

	INCREASE
X	DECREASE

Project Number _____
 Class _____
 Department _____
 Fund _____
 Account _____

CONTRACTOR NAME: J.A.R. Concrete Inc.

LINE	ADDED AMOUNT
------	--------------

[illegible]

Additional funding/direction:

Project Manager

Contract Compliance



Legislation Text

File #: 22-1193, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Sun Metro Mass Transit, 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 City Manager or his designee is authorized to sign the FTA Section 5310 grant and any agreements or verifications required to submit an application to the El Paso MPO for this grant; and that the City shall provide all matching funds, if applicable, for said grant.

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

AGENDA DATE: September 13, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Chief Transit and Field Operations Officer (915) 212-6000

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL:

SUBJECT:

That the City Manager or his designee is authorized to sign the FTA Section 5310 grant and any agreements or verifications required to submit an application to the El Paso MPO for this grant; and that the City shall provide all matching funds, if applicable, for said grant.

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: Sun Metro

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, the El Paso Metropolitan Planning Organization ("El Paso MPO") is currently accepting grant applications for Federal Transit Administration ("FTA") Section 5310 grant funds; and

WHEREAS, the City of El Paso, Texas ("City") wishes to submit a grant application to the El Paso MPO for FTA Section 5310 grant funds; and

WHEREAS, if awarded, the funds received under the FTA Section 5310 grant would be utilized for assisting in sustaining Sun Metro transit service to William Beaumont Army Medical Center ("WBAMC") and in funding an integrated transit management software system for Sun Metro's paratransit service; and

WHEREAS, the projects would fill a gap in service for El Paso veterans seeking healthcare at WBAMC and will improve efficiency in paratransit service for eligible El Paso residents.

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

1. That the City Manager or his designee is authorized to sign the FTA Section 5310 grant and any agreements or verifications required to submit an application to the El Paso MPO for this grant; and
2. That the City shall provide all matching funds, if applicable, for said grant.

APPROVED this ____ day of _____ 2022.

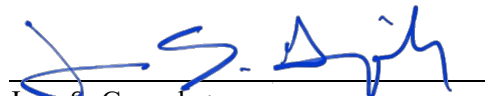
CITY OF EL PASO:

Oscar Leeser,
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen Smyth, Chief Transit and
Field Operations Officer

****Please submit on your official letterhead****

(Add date)

Mr. Tim McDaniel
El Paso MPO – FTA 5310 RFP Project Manager
211 N. Florence Street, Suite 202
El Paso, Texas 79901

RE: City of El Paso Mass Transit Department (Sun Metro) application for FY 2023 and FY 2024: Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities

Dear Mr. McDaniel:

The City of El Paso's Mass Transit Department, Sun Metro, respectfully seeks your support for FY 2023 (\$548,824.88) and FY 2024 (\$548,824.88) with a combined amount of \$1,097,649.76 to improve mobility for our seniors, veterans, and individuals with disabilities, through the implementation of a new bus route to William Beaumont Army Medical Center (WBAMC), located at 18511 Highlander Medics St., Ft. Bliss, Texas. In addition, funding is requested to purchase essential cloud-based integrated software to upgrade Sun Metro's paratransit service, Living Independently Facilitated Transportation (LIFT). Federal funding assistance awarded through this program would complement the City of El Paso's mission to support a high quality of life and place for our community.

Funding through the El Paso Metropolitan Planning Organization (EPMPO) – Federal Transit Administration (FTA): Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities would greatly benefit our border community's most vulnerable populations, such as veterans, by providing them with the lifeline they need to access medical appointments and procedures.

Our applications consist of two components; cloud-based integrated software for paratransit service and operating expenses for the WBAMC bus route. The first component (integrated software) will be a 20% local match of \$100,000, and the second component (operating expenses) will be a 50% local match of \$298,824.88. Both applications combined will total \$398,824.88.

Improving public transit in our tri-state, bi-national region is essential to meeting the needs of our El Paso community. As the largest public transit provider in West Texas on the U.S.-Mexico border, a substantial proportion of our underserved communities rely on Sun Metro and its transportation service for everyday activities, such as going to work, the store, and medical appointments. We are committed to elevating our customers' transit experience and to improving our community's livability, accessibility, and economic development.

El Paso has a record of success in performance improvement through diversity, social policies, innovation, process improvements, and implementation of technology. Federal funding will help Sun Metro create a new bus route to serve veterans and veterans with disabilities that require

transportation to WBAMC. In addition, the grant award will help upgrade software in all LIFT paratransit vehicles to bolster efficiency and manageability for our service.

We thank you for your consideration and are hopeful that you will look favorably upon our request. I am confident that this proposal to improve transit service for our underserved communities will achieve the objectives of the EPMPO – FTA: Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities and help better serve El Paso's veterans.

Sincerely,

Tomas Gonzalez
City Manager

cc: Tracey Jerome, Senior Deputy City Manager
Ellen A. Smyth, Chief Transit and Field Operations Officer

****Please submit on your official letterhead****

(Add date)

Mr. Tim McDaniel
El Paso MPO – FTA 5310 RFP Project Manager
211 N. Florence Street, Suite 202
El Paso, Texas 79901

RE: City of El Paso Mass Transit Department (Sun Metro) application for FY 2023 and FY 2024: Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities

Dear Mr. McDaniel:

Please accept this letter of support on behalf of the City of El Paso Mass Transit Department, Sun Metro applications for the El Paso Metropolitan Planning Organization (EPMPO) – Federal Transit Administration (FTA): Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities.

El Paso is located in a tri-state, binational region that connects Texas, New Mexico, and the Mexican state of Chihuahua. Based on recent U.S. Census data, El Paso is home to over 600,000 people, with over 46,000 veterans and 87,515 seniors. Sun Metro's well-researched application envisions a new bus route service for veterans and veterans with disabilities who need reliable transportation to William Beaumont Army Medical Center (WBAMC) for health-related services.

The City of El Paso is applying for FY 2023 and FY 2024 funding and respectfully requests a combined amount of \$1,097,649.76, a much-needed investment to help implement new transportation services for veterans and our other vulnerable populations. The grant will help purchase new cloud-based software for the paratransit service vehicles, in addition to supporting operating expenses for the new WBAMC bus route.

The award of federal funding through this program would be transformative for our community. It would also further position Sun Metro as a public transit system that supports federal goals of accessible transportation, stronger economic recovery, and healthier livable communities.

Thank you for your consideration. I hope this letter of support positively impacts Sun Metro's request for funding through the EPMPO – FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities. Please do not hesitate to contact my office if you have any questions.

Sincerely,

Oscar Leeser
Mayor of El Paso



Legislation Text

File #: 22-1164, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

Economic and International Development, Elizabeth Triggs, (915) 212-1619

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

AGENDA LANGUAGE:

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

That the City Council approve the recommendation of the Board of Directors of the El Paso Downtown Management District that the following persons be named directors of the District for the terms indicated:

Nominee	Term #	Expiration Date
Cynthia Ortwein	1*	August 2025
Brad Taylor	3	August 2025
Peter Spier	3	August 2025
Jonathan Escalante	1*	August 2025
Daniela Caro	1	August 2025
Eugenio Mesta	2	August 2025
Arlene Carrol	5	August 2025

**Indicates candidate was appointed to a partial term and is being nominated for his/her full term.*

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

AGENDA DATE: September 13, 2022

CONTACT PERSON(S): Elizabeth Triggs, (915) 212-1619, TriggsEK@elpasotexas.gov
Karina Braggalla, (915) 212-1570, BraggallaKX@elpasotexas.gov

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: #1 Cultivate an environment conducive to strong, economic development

SUBGOAL: 1.1 Stabilize and Expand El Paso's Tax Base

SUBJECT:

That the City Council approve the recommendation of the Board of Directors of the El Paso Downtown Management District that the following persons be named directors of the District for the terms indicated:

Nominee	Term #	Expiration Date
Cynthia Ortwein	1*	August 2025
Brad Taylor	3	August 2025
Peter Spier	3	August 2025
Jonathan Escalante	1*	August 2025
Daniela Caro	1	August 2025
Eugenio Mesta	2	August 2025
Arlene Carrol	5	August 2025

**Indicates candidate was appointed to a partial term and is being nominated for his/her full term.*

BACKGROUND / DISCUSSION:

The Downtown Management District (DMD), Board of Directors met on August 25, 2022 and nominated seven individuals to fill expiring terms on its 21-member Board. As provided in Chapter 375 of the Local Government Code, the Board recommends the above-noted persons and requests that the nominees be considered for approval by the City Council Agenda. All nominees are qualified to serve on the Board in accordance with the qualifications established by Chapter 375 as follows: are at least 18 years old, and are connected within the District as either (1) a resident, (2) owner of property, (3) owner of stock on property, as an individual or in a corporate capacity, (4) owner of a beneficial interest in a trust that owns property, or (5) be an agent, employee or tenant of the owners listed in categories 2, 3 or 4.

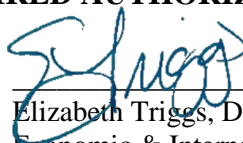
PRIOR COUNCIL ACTION:

Downtown Management District (DMD), Board of Directors - Reappointments – APPROVED September 14, 2021

Downtown Management District (DMD), Board of Directors - Reappointments - APPROVED October 29, 2020

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

DEPARTMENT HEAD:



Elizabeth Triggs, Director
Economic & International Development

RESOLUTION

WHEREAS, by resolution dated September 3, 1996, the City of El Paso approved of the creation of the El Paso Downtown Management District ("District");

WHEREAS, pursuant to Chapter 375 of the Texas Local Government Code ("Code") the District was legally created by order of the Texas Natural Resources Conservation Commission on March 10, 1997;

WHEREAS, pursuant to Section 375.064(a) of the Code, the Board of Directors of the District ("Board") convened a meeting open to the public on August 25, 2022 for the purpose of recommending a slate of persons to serve as members of the Board; and

WHEREAS, pursuant to Section 375.064(b) of the Code, the City Council is required to approve or disapprove recommendations submitted by the Board.

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

That the City Council approve the recommendation of the Board of Directors of the El Paso Downtown Management District that the following persons be named directors of the District for the terms indicated:

<u>Nominee</u>	<u>Term #</u>	<u>Expiration Date</u>
Cynthia Ortwein	1*	August 2025
Brad Taylor	3	August 2025
Peter Spier	3	August 2025
Jonathan Escalante	1*	August 2025
Daniela Caro	1	August 2025
Eugenio Mesta	2	August 2025
Arlene Carroll	5	August 2025

**Indicates candidate was appointed to a partial term and is being nominated for his/her full term.*

[Signatures begin on the following page]

APPROVED this the _____ day of _____ 202____.

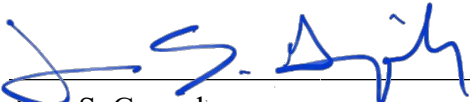
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic and International
Development Department



BOARD OF DIRECTOR NOMINATION FORM

201 E. Main, Suite 107
El Paso, TX 79901
(915) 400-2294

Nominee's Name: Cynthia Pina Ortwein

Business Address: [REDACTED]

Business Phone: [REDACTED] Other Phone: [REDACTED]

E-mail address: [REDACTED] Fax: [REDACTED]

Current resume or bio attached: YES ☒ NO ☐

Provide brief background on Nominee and the attributes he/she would bring to the Board: Responsible
for establishing and maintaining positive relationships with local, state, and federal policy makers and their staff.

Monitor and review federal and state legislative actions, assessing the potential impact,
and creating and implementing executive strategies to advocate for or mitigate impact of legislative actions.

Previous work experience includes financial analysis, underwriting, and corporate training.

Other Qualifications: [REDACTED]

References (at least 2, one has to be a current DMD BOD member) who can speak about the Nominees
background and qualifications for the Board (name and contact information): Johnny Escalante and Ruben Torres

Texas Local Government Code Chapter 375. §375.063. Qualification of Directors. To be qualified to serve as
a Director, a person must be 18 years old and (Please check all that apply):

- ☐ a. A resident of the District;
- ☐ b. An owner of property in the District;
- ☐ c. An owner of stock, whether beneficial or otherwise, of a corporate owner of property in the District;
- ☐ d. An owner of a beneficial interest in a trust that owns property in the District; or
- ☒ e. An agent, employee, or tenant of a person covered by items (b), (c), or (d) above.

Nomination submitted by: Cynthia Pina Ortwein (print)

Signature: Cynthia Pina Ortwein Date: 6/24/2022

**Nomination Forms must be submitted to the Downtown Management District Offices
for the Executive Committee to consider.**

Telephone Number: 400-2294 ext. 101 or e-mail to: jgudenrath@elpasodmd.org.

Office use only: Date Received: 6/24/2022

By: [Signature]

EMPLOYMENT

El Paso Electric Company El Paso, TX

Regional Vice President

August 2021-Present

- Responsible for representing El Paso Electric Company in establishing and maintaining positive relationships with local, state, and federal policy makers.
- Establish governmental affairs strategies in collaboration with internal and external groups to compliment and facilitate Company initiatives.
- Monitor and review federal and state legislative actions, communicate impact to leadership, create and execute strategies to advocate for or mitigate the impact of legislative actions.
- Work closely with subject matter experts to identify issues that require advocacy. Coordinate messaging and advocacy strategy.

Senior Specialist-Corporate Development

April 2017-August 2021

- Promote regional economic growth through execution of development projects involving short and long-range objectives
- Identify and present risks, costs and benefits associated with projects and issues
- Develop senior management reports regarding the status of projects or initiatives
- Act as a Company liaison on applicable development projects

Capital Bank SSB El Paso, TX

January 2013-March 2017

Assistant Vice President-Healthcare Industry

- Created and executed business plans to target specific Healthcare clients, exceeded 2016 annual sales goals by 119%. Lead account management and maintenance activities for the Healthcare portfolio, comprised of \$40 Million in loans and \$12 Million in deposits
- Prepared and presented client loan requests and financial analysis to Senior Management and Bank's Board Loan Committees
- Trained new analysts on underwriting principles and Bank policy procedures. Independently created custom workflow guides for new credit analysts to assist with credit underwriting

Credit Analyst

January 2013-June 2014

- Analyzed customer financial documents and determined risk analysis to prepare commercial loans for weekly presentation to senior management
- Served as the Training coordinator for the Bank during a financial software conversion that included over 3,500 accounts
- Implemented and executed custom training programs for all Bank departments (retail, business development, compliance and operations)
- Developed custom reports to track sales goals of business development team and presented to Senior Management weekly

FactSet Research Systems New York, NY

February 2011-January 2013

Investment Banking Consultant

Awarded a Global Client Satisfaction Award for outstanding service, ranked highest against all consultants globally and voted on by clients

- Led on-site training for researchers, bankers, analysts and interns. Supported over 800 clients in Banking, Equity Research and Equity Sales Groups
- Created custom training programs for clients based on understanding of the financial industry, led training sessions of anywhere from 300 clients to 1:1 training
- Streamlined the research and analysis process for clients by creating custom models and templates
- Successfully enhanced existing client relationships by cross selling additional FactSet products

EDUCATION

Trinity University (2002-2006, San Antonio, TX)

BA Communications with a Minor: Business Management

SPECIAL INTERESTS

Member of the Board of Directors for Creative Kids, Inc.

Member of the Board of Directors for Mesilla Valley Economic Development Alliance

Member of The Rio Grande Economics Association

201 E. Main, Suite 107
El Paso, TX 79901
(915) 400-2294

Business Address

Business Phone:

Other Phone:

E-mail address:

Fax:

Current resume or bio attached: YES ☒

NC

Other Qualifications: Have served on the DMD BOD and would like to continue doing so. I am also the chair elect for the El Paso Chamber for 2023.

References (at least 2, one has to be a current DMD BOD member) who can speak about the Nominees background and qualifications for the Board (name and contact information): _____

Bill Burton - Mithoff Burton

Josh Hunt - Hunt Companies

Texas Local Government Code Chapter 375. §375.063. Qualification of Directors. To be qualified to serve as a Director, a person must be 18 years old and (Please check all that apply):

- ☐ a. A resident of the District;
- ☐ b. An owner of property in the District;
- ☐ c. An owner of stock, whether beneficial or otherwise, of a corporate owner of property in the District;
- ☐ d. An owner of a beneficial interest in a trust that owns property in the District; or
- ☒ e. An agent, employee, or tenant of a person covered by items (b), (c), or (d) above.

Nomination submitted by: Brad Taylor

(print)

Signature:

Date: 8/25/22

Nomination Forms must be submitted to the Downtown Management District Offices for the Executive Committee to consider.

Telephone Number: 400-2294 ext. 101 or e-mail to: jgudenrath@elpasodmd.org.

Office use only:

Date Received:

8/25/2022

Bv⁻



**Brad Taylor- Senior Vice President, MountainStar Sports Group
Senior Vice President & General Manager, El Paso Chihuahuas**

Since his arrival in the Sun City, Taylor has witnessed the groundbreaking of Southwest University Park, helped build the front office staff, and led the charge as the Chihuahuas successfully launched their brand on October 22, 2013. Under Taylor's guidance, the Chihuahuas have become the top selling merchandise brand in Minor League Baseball (MiLB), a feat that includes the top social media ranking (more than 275K followers across Facebook, Instagram, Twitter, Snapchat, LinkedIn & YouTube) out of 120 teams.

During the 2014 inaugural campaign, the Chihuahuas garnered national attention for their logo, merchandise, promotions and attendance. The Chihuahuas' Bark at the Park Promotion was named MiLB's Promotion of the Year (the second time in Taylor's career; Bowling Green Hot Rods, 2009) and raised more than \$20,000 for local animal groups. Southwest University Park was also named the 2014 Ballpark of the Year by Ballpark Digest and Baseballparks.com.

With the success of the Chihuahuas inaugural season, Taylor was named a Pacific Coast League Executive of the Year finalist in 2014. Taylor was again a finalist for the PCL Executive of the year award in 2017 and 2019.

Taylor has been instrumental in Southwest University Park's success as one of El Paso's premier venues. Since its opening, the ballpark has been home to three professional international exhibition soccer matches, IBF Featherweight Boxing, the El Paso Marathon, the 2015 Gildan Triple-A Baseball National Championship game, Way Out West Country Music Festival, the 2019 Triple-A Baseball All-Star game and Home Run Derby and the 2019 Innovator's Summit. The ballpark has also been a venue for concerts, weddings, business conferences and expos, 5K community races, high school baseball games and company galas.

As Senior Vice President for MountainStar Sports Group, Taylor assisted in hiring the El Paso Locomotive FC front office staff, helps supervise the sales and marketing efforts, team branding and facility enhancements and improvements at Southwest University Park to accommodate USL soccer.

Taylor currently serves on the El Paso Chamber Board of Directors, the Hospitals of Providence Children's Hospital Board of Directors, the Border Youth Athletic Association Board of Directors, the Sun Bowl Advisory Board, the Downtown Management District (DMD) Board of Directors, and the United Way Board of Directors. Taylor is also a youth league coach in the Southwest Baseball League.

Taylor received a Bachelor's Degree in Sociology from Randolph-Macon College (Ashland, VA), where he played baseball for four years as a second baseman, serving as team co-captain his senior year.

Entering his 28th season of professional baseball, Taylor is a native of Fairfax, Va. Taylor and his wife Jennifer have two sons, Braxton and Parker.



BOARD OF DIRECTOR NOMINATION FORM

201 E. Main, Suite 107
El Paso, TX 79901
(915) 400-2294

Nominee's Name: Peter A. Spier
 Business Address: [REDACTED]
 Business Phone: [REDACTED] Other Phone: [REDACTED]
 E-mail address: [REDACTED] Fax: _____
 Current resume or bio attached: YES ☐ NO ☒

Provide brief background on Nominee and the attributes he/she would bring to the Board: Peter A. Spier joined the Hunt Companies in 2016. He currently serves the Company as a Senior Vice President and Managing Director of Avanta Residential. He works downtown in WestStar Tower. He also serves as the President of the WestStar Tower Condominium Association. Prior to joining the Hunt Companies, Mr. Spier served as senior officer of a Strategic Growth Bank, a consolidator of community banks throughout the southwestern United States, located in downtown El Paso. Mr. Spier earned a M.A. in Applied Economics and a B.A. in Economics from Southern Methodist University in Dallas, Texas. He lives in El Paso, Texas with his wife and four children.

Other Qualifications: Mr. Spier is a board member of the City of El Paso Downtown Management District. His other previous non-profit work in El Paso includes being a member of the City of El Paso Tax Increment Reinvestment Zone No. 5, a member of the University of Texas at El Paso Development Board and President of The El Paso Club.

References (at least 2, one has to be a current DMD BOD member) who can speak about the Nominees background and qualifications for the Board (name and contact information): _____

Ruben Torres, Board President

Laura Pople, Board Vice-President

Texas Local Government Code Chapter 375. §375.063. Qualification of Directors. To be qualified to serve as a Director, a person must be 18 years old and (Please check all that apply):

- ☐ a. A resident of the District;
- ☐ b. An owner of property in the District;
- ☐ c. An owner of stock, whether beneficial or otherwise, of a corporate owner of property in the District;
- ☐ d. An owner of a beneficial interest in a trust that owns property in the District; or
- ☒ e. An agent, employee, or tenant of a person covered by items (b), (c), or (d) above.

Nomination submitted by: Peter A. Spier (print)

Signature: *Peter A. Spier* Date: 6/25/2022

Nomination Forms must be submitted to the Downtown Management District Offices for the Executive Committee to consider.

Telephone Number: 400-2294 ext. 101 or e-mail to: jgudenrath@elpasodmd.org.

Office use only:

Date Received: 6/27/2022

By: *[Signature]*



BOARD OF DIRECTOR NOMINATION FORM

201 E. Main, Suite 107
El Paso, TX 79901
(915) 400-2294

Nominee's Name: Jonathan Escalante

Business Address: [REDACTED]

Business Phone: [REDACTED] Other Phone:

E-mail address: [REDACTED] Fax:

Current resume or bio attached: YES ☐ NO ☒

Provide brief background on Nominee and the attributes he/she would bring to the Board:

Downtown property & business owner. Contribute to the growth and vision of our downtown and of the DMD.

Other Qualifications:

El Paso Tourism board. TABC board

References (at least 2, one has to be a current DMD BOD member) who can speak about the Nominees background and qualifications for the Board (name and contact information):

Martin Morgadres

Renard Johnson

Adam Frank

Texas Local Government Code Chapter 375. §375.063. Qualification of Directors. To be qualified to serve as a Director, a person must be 18 years old and (Please check all that apply):

- ☐ a. A resident of the District;
- ☒ b. An owner of property in the District;
- ☒ c. An owner of stock, whether beneficial or otherwise, of a corporate owner of property in the District;
- ☐ d. An owner of a beneficial interest in a trust that owns property in the District; or
- ☐ e. An agent, employee, or tenant of a person covered by items (b), (c), or (d) above.

Nomination submitted by: Johnny Escalante (print)

Signature: J Escalante Date: 7/28/2022

Nomination Forms must be submitted to the Downtown Management District Offices for the Executive Committee to consider.

Telephone Number: 400-2294 ext. 101 or e-mail to: jgudenrath@elpasodmd.org.

Office use only:

Date Received: 7/28/2022

By: [Signature]



BOARD OF DIRECTOR NOMINATION FORM

201 E Main, Suite 107
El Paso, TX 79901
(915) 400-2294

Nominee's Name: Daniela Caro

Business Address: [REDACTED]

Business Phone: [REDACTED] Other Phone: _____

E-mail address: [REDACTED] Fax: _____

Current resume or bio attached: YES ☒ NO ☐

Provide brief background on Nominee and the attributes he/she would bring to the Board: _____

I am a resident of downtown El Paso, I am also an art based creative
with a concentration in set design/carpentry. I am very passionate about
the arts, and want to push for the art district to grow here in dt ep. I
can bring a fresh pair of eyes and determination to make art more
accessible.

Other Qualifications: Attached resumé/Cover Letter

References (at least 2, one has to be a current DMD BOD member) who can speak about the Nominees background and qualifications for the Board (name and contact information): Joe Gudenrath

Texas Local Government Code Chapter 375. §375.063. Qualification of Directors. To be qualified to serve as a Director, a person must be 18 years old and (Please check all that apply):

- ☒ a. A resident of the District;
- ☐ b. An owner of property in the District;
- ☐ c. An owner of stock, whether beneficial or otherwise, of a corporate owner of property in the District;
- ☐ d. An owner of a beneficial interest in a trust that owns property in the District; or
- ☒ e. An agent, employee, or tenant of a person covered by items (b), (c), or (d) above.

Nomination submitted by: Daniela Caro (print)

Signature: [Signature] Date: August 2, 2022

Nomination Forms must be submitted to the Downtown Management District Offices for the Executive Committee to consider.

Telephone Number: 400-2294 ext. 101 or e-mail to: jgudenrath@elpasodmd.org.

Office use only

Date Received

8/3/2022

By

[Signature]

To The Board of Directors:

I am writing this letter in response to your DMD position. I was thrilled to see the listing in my apartment building. I believe I am a great candidate to consider, as I am a resident of downtown El Paso. Art is also my passion. I thrive off the chaos and pressure of the ever-changing art world. Although my roots are in theatre, being behind the scenes is my specialty. The two worlds are alike regarding constant growth and adaptability. Being live and being in a board are similar in ways that they both are constantly changing, and when the time comes, we must come together to fix an issue.

The skills I can bring to the table, if given the opportunity are problem solving, collaboration skills, leadership skills, technical/research skills. I like to consider myself a jack of all trades. I believe that gaining knowledge and skill are one of the most fulfilling things one can do. Learning and exposing others to art are one of my biggest personal accomplishments. I also bring my passion for the arts. My experience in the art world and working goes as far back as 16 years. I've been professionally, and freelancing pursuing at my local galleries, and at University of Texas- El Paso. I am always hungry for an opportunity to learn. Pushing for art, and art education are crucial now more than ever. Art is emotion. Art is freedom, expression, understanding, communication, and the earlier we are taught that, the better one becomes. If you give me this opportunity to work with you, you will not only gain a hard-working member, but a new student as well. If there is any hesitation moving forward, please feel free to contact me. I hope to hear back.

Thank you

Daniela A. Caro

Theater Technician

EDUCATION

2011–2017

Bachelor of Arts in Theatre: Scenic Design and Performance

The University of Texas at El Paso

2011–2017

Bachelor of Arts in Psychology

The University of Texas at El Paso

STAGEHAND EXPERIENCE (Selected)

SHOW	DIRECTOR	COMPANY	YEAR
<i>Load In/Out</i>	Miguel Parra	South Coast Audio	2018 –
<i>Scenes</i>	Victoria Roman	Bored Films	2019
<i>The Motherf**ker with the Hat</i>	Robert Robles	Lowbrow Palace	2018
<i>Iconic Pop</i>	Jesus Lopez	UT El Paso Theatre & Dance	2018
<i>The Dumb Waiter</i>	Martyn Morales	UT El Paso Theatre & Dance	2017
<i>Bent</i>	Herman Gomez	UT El Paso Theatre & Dance	2017
<i>Carnaval De Danzas</i>	Sofia Perez	UT El Paso Theatre & Dance	2017
<i>Gruesome Playground Injuries</i>	Herman Gomez	UT El Paso Theatre & Dance	2016
<i>House on Mango Street</i>	Jesus Lopez	UT El Paso Theatre & Dance	2016
<i>Reasons to be Pretty</i>	Miriam Mendoza	UT El Paso Theatre & Dance	2016
<i>King Lear</i>	Liliana Rubio	UT El Paso Theatre & Dance	2016
<i>The Fall of Wallace Winter</i>	Mayra Rodarte	UT El Paso Theatre & Dance	2015
<i>Bloody Shakespeare</i>	Miriam Mendoza	UT El Paso Theatre & Dance	2015
<i>Labyrinth of Desire</i>	Liliana Rubio	UT El Paso Theatre & Dance	2015
<i>Pillowman</i>	Vanessa Keyser	Glasbox	2015
<i>Viva! El Paso</i>	Carolyn Cubit-Tsutsui	EP Community with UT	2015
<i>Trestle at Popelick Creek</i>	Mayra Rodarte	UT El Paso Theatre & Dance	2015
<i>Esperanza Rising</i>	Liliana Rubio	UT El Paso Theatre & Dance	2015
<i>The Maids</i>	Abel Garcia	UT El Paso Theatre & Dance	2014
<i>A Christmas Carol</i>	Miriam Mendoza	UT El Paso Theatre & Dance	2014
<i>Being Here and Now</i>	Adrian Salas	UT El Paso Theatre & Dance	2014
<i>Taming of the Shrew</i>	Miriam Mendoza	UT El Paso Theatre & Dance	2014

BOARD OPERATION (Selected)

SHOW	DIRECTOR	COMPANY	YEAR
<i>A Christmas Carol</i>	Liliana Rubio	UT El Paso Theatre & Dance	2016
<i>In-Between</i>	Alexia Amador	UT El Paso Theatre & Dance	2016
<i>Firebird</i>	Miriam Mendoza	UT El Paso Theatre & Dance	2016
<i>Dreamscapes</i>	Sarah Escobedo	UT El Paso Theatre & Dance	2015

RELATED SKILLS

Carpentry	Costuming	Electrics	House Managing	Loadins & Loadouts
Props	Set Construction	Vectorworks 2017	Welding	Flyman

PROFESSIONAL REFERENCES

Ross Fleming Professor, <i>Scenic Director</i> University of Texas at El Paso rfleming@utep.edu	Beverly Kerbs-Ward Associate Director University of Texas at El Paso bevkerbs@utep.edu	Jenny Lord Professor, <i>Acting/Director</i> The Juilliard School jlord@juilliard.edu	Miriam Mendoza Stage Manager University of California Irvine Memendoza2425@gmail.com
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BOARD OF DIRECTOR NOMINATION FORM

201 E. Main, Suite 107
El Paso, TX 79901
(915) 400-2294

Nominee's Name: Eugenio Mesta

Business Address: [REDACTED]

Business Phone: [REDACTED] Other Phone: [REDACTED]

E-mail address: [REDACTED] Fax: [REDACTED]

Current resume or bio attached: YES ☒ NO ☐

Provide brief background on Nominee and the attributes he/she would bring to the Board:

As an architect, i have been heavily involved in the downtown redevelopment process. We are the AOR

of the Children's Museum (La Nube), the Mexican American Cultural Center, and the Empire Building. We have

had our office downtown since 2007 and have been involved and in many community activities for the downtown redevelopment

As a Tenant, business owner, we have been committed to downtown since 2007 when we moved our offices.

Other Qualifications: Have a Masters In City Planning, Masters in Architecture, CNU and GGP certified. Heavily community involvement

References (at least 2, one has to be a current DMD BOD member) who can speak about the Nominees background and qualifications for the Board (name and contact information):

Laura Uribarri

Jamie Gallagher

Texas Local Government Code Chapter 375. §375.063. Qualification of Directors. To be qualified to serve as a Director, a person must be 18 years old and (Please check all that apply):

- ☐ a. A resident of the District;
- ☐ b. An owner of property in the District;
- ☐ c. An owner of stock, whether beneficial or otherwise, of a corporate owner of property in the District;
- ☐ d. An owner of a beneficial interest in a trust that owns property in the District; or
- ☒ e. An agent, employee, or tenant of a person covered by items (b), (c), or (d) above.

Nomination submitted by: Eugenio Mesta (print)

Signature: [Signature] Date: 6.9.2022

Nomination Forms must be submitted to the Downtown Management District Offices for the Executive Committee to consider.

Telephone Number: 400-2294 ext. 101 or e-mail to: jgudenrath@elpasodmd.org.

Office use only

Date Received: 6/9/2022

By [Signature]



BOARD OF DIRECTOR NOMINATION FORM

201 E. Main, Suite 107
El Paso, TX 79901
(915) 400-2294

Nominee's Name: Arlene Carroll
 Business Address: [REDACTED]
 Business Phone: [REDACTED] Other Phone: [REDACTED]
 E-mail address: [REDACTED] Fax: [REDACTED]

Current resume or bio attached: YES ☒ NO ☐

Provide brief background on Nominee and the attributes he/she would bring to the Board: [REDACTED]

Nominee has served on many boards in the El Paso Community both as Chairman/President and Finance Chair/Treasurer.

Her family has been established in the El Paso Community for well over 100 years and brings a depth of knowledge of El Paso's Downtown History and growth.

Other Qualifications: [REDACTED]

References (at least 2, one has to be a current DMD BOD member) who can speak about the Nominees background and qualifications for the Board (name and contact information): [REDACTED]

Ruben Torres, President of DMD, Eric Pearson Board Member.

Texas Local Government Code Chapter 375. §375.063. Qualification of Directors. To be qualified to serve as a Director, a person must be 18 years old and (Please check all that apply):

- ☐ a. A resident of the District;
- ☐ b. An owner of property in the District;
- ☐ c. An owner of stock, whether beneficial or otherwise, of a corporate owner of property in the District;
- ☐ d. An owner of a beneficial interest in a trust that owns property in the District; or
- ☒ e. An agent, employee, or tenant of a person covered by items (b), (c), or (d) above.

Nomination submitted by: Arlene Carroll (print)

Signature: [Signature] Date: 8/25/22

Nomination Forms must be submitted to the Downtown Management District Offices for the Executive Committee to consider.

Telephone Number: 400-2294 ext. 101 or e-mail to: jgudenrath@elpasodmd.org.

Office use only:

Date Received: 8/25/2022

By: [Signature]

Name: **Arlene Carroll**

Phone:

Email:

- - - - -

Occupation / job title and company: **Senior Vice President Commercial Banking Manager for WestStar Bank**

Building and servicing business relationships in the El Paso market, focusing on commercial and industrial real estate lending, C&I lending. Manage a team of lenders within the Commercial Lending division of the Bank.

Employment history:

Entered the Banking industry upon graduating from Austin High School beginning as a teller at First State Bank. graduated from the University of Texas at El Paso with a BBA degree in Finance in 1987. Upon graduation, entered into the Credit Analyst Training Program at Texas Commerce Bank (Now Chase Bank) and was promoted to Assistant Vice President working in the Professional and Executive Lending area. In 1994, was promoted to Vice President in the Commercial Lending Division at Sunwest Bank(absorbed into Bank of America) and in 1996 moved to Albuquerque as Vice President Commercial Lending for Norwest/Wells Fargo. With the desire to move back home and be a part of the expansion and growth in the El Paso Community, transferred to the Business Banking division of Wells Fargo Bank in El Paso in 2002. In 2004 accepted a position as First Vice President Commercial Lending of InterNational Bank (Now Vantage Bank). In April 2011, accepted a position as First Vice President Commercial lending with WestStar Bank and was promoted to Senior Vice President in 2013.

Professional associations/memberships:

- **Member of Leadership El Paso Class 28**
- **Became a member of Executive Forum in 2014 and joined the Board of Directors as a Director at Large in 2015 – 2016, VP – Administration in 2016-2017, VP Programs 2018-2019, President Elect 2019-2020 and President for 2020-2021.**

Civic / community involvement:

- Upon moving back to El Paso, joined El Paso Westside Rotary Club in 2003 and served on the Board of Directors as Secretary and Vice President. Assisted in the development of the Youth Program Interact for Santa Teresa High School.
- In 2003 Became a Board of Director/Treasurer for the CBA/DMD organization.
- In 2004 served as a Board of Director for Hospice El Paso and became President of the Board in 2009-2010.
- Was invited to serve on the Board of Directors of the YWCA (2008-2014) holding positions of Secretary, Vice President and Chair of the Organization's Capital Campaign. Served as Grand Dame/Table Captain for several years for YWCA Women's Luncheon.
- Board of Director for Coronado High School Band Boosters from 2006 – 2010. Became Board Co-President along with husband David Carroll in 2009-2010.
- Joined the Board of Directors of El Paso Symphony Orchestra in 2011 and served as Chairman of the Board from 2015 – 2017.
- Joined the DMD (Downtown Management District) Board in 2012 and currently serve as Treasurer and part of Executive Board.
- Currently serve on YWCA Foundation Board (Joined in 2015) serving as Secretary and VP Governance. Will be rotating off this year.
- Joined the El Paso Chamber (Board of Governors) in 2009 and served as Finance Chair in 2018. Chairman of the Board for 2021 and now serving as Immediate Past Chair.

Awards / recognitions:

Was recommended to attend the Southwest Graduate School of Banking at SMU. Obtained a Graduate Degree in Banking in June, 2016 with honors.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1188, **Version:** 2

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Ivan A. Teran to the Committee on Border Relations by Representative Alexsandra Annello, District 2.



Board Appointment Form

Submitted On: Sep 6, 2022, 12:02PM MDT

City Clerk

Appointing Office	Representative District 2
Type of Agenda	Consent
Date of Council Meeting	Tuesday, September 13, 2022
Agenda Posting Language	Appointment of Ivan A. Teran to the Committee on Border Relations by City Representative Alexandra Annello, District 2.
Name of Board/Committee/Commission	Committee on Border Relations
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Representative Alexandra Annello
Nominee Name	Ivan A. Teran
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Nominee Primary Phone Number	
Does the proposed appointee have a relative working for the city?	YES
If so, please provide his or her name, city position and relationship to the proposed appointee.	Husband, Ernesto Gaytan, Zoo Garden Supervisor
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?	Jose G. Ochoa
Incumbent Expiration Date	May 31, 2022
Reason person is no longer in office	Term Expired
Date of Appointment	September 13, 2022
Term begins on	September 13, 2022
Expiration Date of New Appointee	May 31, 2023
Term	1st Term
Upload File(s)	Resume_Ivan Teran 8-26-2022.docx

Ivan A. Teran



Education

Master of Science in Construction Management, Fall 2013
The University of Texas at El Paso (UTEP)

Bachelor of Science in Civil Engineering, May 2011
the University of Texas at El Paso (UTEP)

Aviation Technician Certification, October 2001
Pensacola Military Aviation Academy

Experience

General Engineer

Directorate of Public Works

El Paso, TX
08/2015-Present

Duties include the preparation, development, management and technical reviewing of civil engineering in-house designs, drawings, specifications, work statements, cost estimates, review of submittals, and overseeing construction. Projects entail the alteration, renovation, addition, repair, maintenance, and modification of new and existing roads, training facilities, airfields, bridges, tank trails, drainage systems and maintenance of buildings.

During construction as a Contract Officers Representative (COR) I ensure contractors meet the commitments of their contracts, including the timeliness and delivery of quality goods and services as required by the contract.

Additional duties include preparing formal request for an A&E to develop designs and/or conduct design studies; preparation of estimates covering the A&E design and construction; serve as point of contact between A&E personnel and the Directorate of Public Works during their on-site inspection, technical reviews, and meetings. Technical reviews consist of reviewing civil engineering construction documents, A&E proposals, correspondence, designs, studies, specifications, reports, submittals, etc. Consolidates user and engineering comments, outlines recommended/desired changes, alterations, etc. Negotiations may be required to award a contract. Has authority to review, accept and/or amend final designs/study and, as above, assures other engineering reviews are accomplished before final approval is given.

Civil Engineering Intern

U.S. Army Corps of Engineers/Directorate of Public Works

Wiesbaden, Germany/El Paso, TX
11/2014-07/2015

Assisted in the making of civil engineering design, plans, specifications, cost estimates and other technical phases. Projects entailed construction, extension, addition, modification, repair and/or maintenance of building structures, training facilities, roads, airfields, railroads, towers, utilities and drainage systems, and bridges using established U.S. and German criteria and/or specifications. Monitor civil engineering projects and resources. Identify civil engineering problems and recommend corrective action. Review technical civil engineering project design documents, drawings, submittals, and contractor proposals. Analyzed contract drawings, project specifications for diversified types of construction

repairing and maintenance projects. Specifications cover materials, finishes and construction projects for which guide specifications may or may not be available. Assisted the COR in technical monitoring of the demolition and construction of military installations.

Engineering Technician
City of El Paso Water Utilities

El Paso, TX
06/2013-11/2014

Prepared detailed water and sewer cost estimates based on construction labor, equipment, and materials. Prepared and reviewed draft design drawings, sketches, diagrams, surveys, profiles, layouts, and as-builts based on engineering specifications for the use in maintenance, repair, construction, and alteration of sanitary sewer and water distribution utility projects. As well as preparing intersections and city paving cut designs in accordance with specifications. Conducted site visits and investigations to determine conditions before the start-up of design.

Geotechnical Engineering Technician
Sun Belt Labs

El Paso, TX
05/2012-05/2013

Duties included collecting, monitoring, analyzing and/or performing inspections on various materials to meet specifications. Materials included earthwork, asphalt, and concrete. Soil testing and analyzing identified gradation, soil classification, optimum moisture and maximum compaction. Also performed ACI concrete testing and analysis in the field and lab. Sampled freshly mixed concrete for slump, air content, and the making and curing of concrete test specimens. The boring of concrete, earth, and asphalt were also part of the routine. Work was completed in the private, city, and federal sector.

Achievements

- NAVY - Good Conduct Medal, 2003
- NAVY - National Defense Medal, 2004
- NAVY- Achievement Award of Safety for zero accidents, 2001-2004
- NAVY- Honorable Discharge, 2004

Additional Skills

Bilingual fluency- English / Spanish

Software Applications

Auto CAD	GFEBs
MS Office	MS Project
MS Excel	MS PowerPoint
MS Word	Paver

Certificates

- Texas Engineer in Training Certification, No. 45453
- OSHA 10 Hour Occupational Safety and Health Training Course No. 26-004490639
- EPA Ahera Asbestos Inspector Certification, No. II2661090916
- NFPA 101 Life Safety Code Essentials
- Topographic Surveying Basics
- Designing for Accessibility under TAS, ADA and IBC
- Airfield Pavement Training



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1153, **Version:** 2

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Members of the City Council, Representative Cissy Lizarraga, (915) 212-0008

AGENDA LANGUAGE:

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

Steffen Poessiger to the Historic Landmark Commission by Representative Cissy Lizarraga, District 8.



Board Appointment Form

Submitted On: Aug 29, 2022, 01:16PM MDT

City Clerk

Appointing Office	Representative District 8
Type of Agenda	Consent
Date of Council Meeting	Tuesday, September 13, 2022
Agenda Posting Language	Appointment of Steffen Poessiger to the Historic Landmark Commission by City Representative Cissy Lizarraga.
Name of Board/Committee/Commission	Historic Landmark Commission
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Representative Cissy Lizarraga
Nominee Name	Steffen Poessigner
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?	Francisco Macias
Incumbent Expiration Date	August 09, 2022
Reason person is no longer in office	Term Expired
Date of Appointment	September 13, 2022
Term begins on	September 13, 2022
Expiration Date of New Appointee	September 13, 2024
Term	1st Term
Upload File(s)	Steffen Resume- Historic Landmark Commission.pdf



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1154, **Version:** 2

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Members of the City Council, Representative Joe Molinar, (915) 212-0004

AGENDA LANGUAGE:

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

Patrick Hernandez-Cigarruista to the Museums and Cultural Affairs Advisory Board by Representative Joe Molinar, District 4.



Board Appointment Form

City Clerk

Submitted On: Sep 1, 2022, 04:42PM MDT

Appointing Office	Representative District 4
Type of Agenda	Consent
Date of Council Meeting	Tuesday, September 13, 2022
Agenda Posting Language	Appointment of Patrick Hernandez-Cigarruista to the Museums and Cultural Affairs Advisory Board by City Representative Joe Molinar, District 4.
Name of Board/Committee/Commission	Museums and Cultural Affairs Advisory Board
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Representative Joe Molinar
Nominee Name	Patrick Hernandez-Cigarruista
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.	City Plan Commission from 2018 to 2021.
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?	Vanessa Leon
Incumbent Expiration Date	October 01, 2021
Reason person is no longer in office	Term Expired
Date of Appointment	September 13, 2022
Term begins on	October 01, 2021
Expiration Date of New Appointee	October 01, 2025
Term	Unexpired
Upload File(s)	Letter to Tommy Gonzalez.docx Patrick Hernandez Resume Updated.docx

Dear Mr. Gonzalez,

24 August 2022

As a Veteran I it's extremely important to me to continue in service to our fellow citizens. I am interested in serving on the Museums and Cultural Affairs Advisory Board. I've attached my resume for your review and am listing relevant qualifications here:

1. 1st Place, Art Contest, N. Texas VA
2. Monetary contributor to La Nube Children's Museum
3. Liasson to International Committee of the Red Cross as a member of the Joint Task Force, 82 at Bagram, Afghanistan
4. BBA and MBA in International Business
5. Business research report in the collection of scientific reports at the State University of Informatics and Artificial Intelligence, Donetsk, Ukraine.
6. Vice Chair, El Paso City Plans Commission 2018-2020

Thank you for your consideration,

Patrick Hernandez-Cigarruista, MBA

AREAS OF EXPERTISE AND HIGHLIGHTS

- Good with People
- Bilingual
- International Experience
- Amicable
- Strong intellectual presence
- Disciplined and Focused

EXPERIENCE

- New York Life, Financial Services Professional** **2017**
- Connect with individuals and their families by getting to know their values and the important people, activities, and milestones in their life—to truly understand their financial concerns and needs.
 - Safeguard people's lives, livelihoods, and loved ones by offering the insurance and investments that are right for them.
- City Plans Commission, 2nd Vice Chair** **2018-2020**
- Nine-member commission with authority to approve subdivision applications and charged with making recommendations on all zoning related matters. For example: text regulations, comprehensive plans, specific area plans and, rezoning, etc.
 - Presided over meetings in the absence of the Chair Person. Signed Plats, Re-Plats in absence of Chair Person.
- JP Morgan Chase & Co., Trust Settlement Administrator, Associate** **2015-2017**
- Gather relevant documentation, such as governing trust agreement, trust profile / family tree and asset listing • Prepare plans of distribution in accordance with trust distribution provisions.
 - Coordinate partial and final distributions of cash and securities, including correspondence relating to distributions
 - Obtain clearance from necessary parties – Tax, Real Estate, Farm & Ranch, Oil & Gas, Closely Held, etc.
 - Conduct account-specific research arising from client inquires or operational issues
 - Finalize internal audit procedures and financial accountings during the sworn document process
- JP Morgan Chase & Co., Private Client Banker/Business Specialist** **2011-2015**
- As the main point of contact for our portfolio of affluent client and business owners, my primary responsibility was to adopt a proactive and disciplined approach by expanding and retaining existing relationships and acquiring new affluent clients.
 - Assessed need for home purchase/refinance, investment and banking analysis and recommendation.
 - Served as a trusted advisor to the client in delivering comprehensive and customized business banking products and solutions tailored to the financial needs and circumstances of business clients.
 - Used expert knowledge of business, finance, banking, credit and risk management to identify, recommend and promote products and solutions that best served the client while still working within risk parameters that protect the bank.
 - Act as a liaison, advocate, and relationship builder on behalf of the client with other firm partners, fraud, compliance (KYC/AML) departments and team members.
- Bureau of Labor Statistics (BLS), Economic Research Assistant** **2011**
- Accurately collected prices and related statistical data on a wide variety of commodities, services, and housing for the BLS Consumer Price Index.
 - Analyzed data and planned data collection activities in order to produce narrative reports on local economic conditions and retailing trends.
- US Army Reserve, Paralegal/Manager** **2005-Present**
- I provided preliminary legal and administrative support to Attorney's by preparing, drafting, and executing wills, trusts, powers of attorney; conducted client interviews, and managed a team of 10 legal personnel.

- Received the Army Achievement Medal and the Army Commendation Medal for having a direct and positive impact on strategic level operations while serving as the military liaison to members of the International Committee of the Red Cross in Afghanistan.

United States Senate, Legislative Intern

2002 • Researched banking, foreign affairs and national defense to

provide situation briefs for the Senator before committee hearings and meetings.

- Established and fostered relationships with constituents and members of non-governmental organizations by coordinating and attending social events.

EDUCATION

Keller Graduate School of Management , *MBA International Business/Financial Management* **2011**

IADR Global – Dispute Resolution Training, *Professional Mediator* **2010**

Harding University, *BBA International Business* **2008**

U.S. Army Adjutant General School, *Paralegal Certification* **2005**

LICENSES/CERTIFICATES: Series 6 and 63, SMU College of Engineering & Applied Science Networking Tech Program, U.S. Army Composite Risk Management Trainer

PUBLISHED WORKS: Business research report in the collection of scientific reports at the State University of Informatics and Artificial Intelligence, Donetsk, Ukraine.



Legislation Text

File #: 22-1189, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Veronica Martinez Hernandez to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Cassandra Hernandez, District 3.



Board Appointment Form

City Clerk

Submitted On: Sep 6, 2022, 12:53PM MDT

Appointing Office	Representative District 3
Type of Agenda	Consent
Date of Council Meeting	Tuesday, September 13, 2022
Agenda Posting Language	Appointment of Veronica Martinez Hernandez to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Cassandra Hernandez, District 3
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 Cassandra Hernandez
Nominee Name	Veronica Martinez Hernandez
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Nominee Primary Phone Number	
Does the proposed appointee have a relative working for the city?	YES
If so, please provide his or her name, city position and relationship to the proposed appointee.	JOEL MARTINEZ, COUSIN, SENIOR PROJECT MANAGER FOR THE CITY OF EL PASO, DOITS
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?	Katie Scott
Incumbent Expiration Date	September 04, 2022
Reason person is no longer in office	Term Expired
Date of Appointment	September 13, 2022
Term begins on	September 5, 2022
Expiration Date of New Appointee	September 04, 2024
Term	1st Term
Upload File(s)	Veronica M. Hernandez - Resume - 9.13.22.pdf

Detail-oriented Director of Marketing and Advertising with over 12 years of experience in the marketing and event organizing field. Skilled in directing, planning and developing local and regional community special events for all groups, ages and interest levels. Exceptional knowledge of business strategies and strong ability to translate into effective programs, tactics and messaging. Exceptional interpersonal skills and good decision-making and negotiating skills.

Experienced and Proficient In:

Event Management	Operations Management	Sponsorship Sales	Event Marketing
Employee Management	Budget Building	Marketing Strategy	Public Speaking
Presentation Creation	Client Interaction	Microsoft Office	Vendor Coordination
Banquet Event Order Coordination		Social Media Management	

Work Experience:**Director of Marketing and Advertising- DeadBeach Brewery, El Paso Texas**

August 2020- Present

- Department head responsible for creating and adhering to marketing advertising budgets.
- Responsible for sponsorship relations including fostering local and regional partnerships, contracting and fulfillment.
- Creator of advertising plans, social media marketing plans and grass roots marketing campaigns.
- Responsible for product launch plans, brand design and fulfillment.
- Director and producer of various community festivals.
- Responsible for business growth including, but not limited to: revenue growth, brick-and-mortar foot traffic increase and building brand recognition across several regions.

Live Events Manager-Townsquare Media, El Paso Texas

December 2010 –March 2020 | El Paso, Texas

- Department head responsible for creating, adhering to and exceeding annual live events budgets.
- Director and producer of various corporate and lifestyle events including but not limited to tradeshows, exhibitions, festivals, business expos and conferences.
- Driver of sponsorship revenue by motivating internal sales staff, supplying them with necessary presentations and tools essential for event exhibition opportunities.
- Responsible for growing attendance on a year to year basis for each event.
- Creator of event marketing solutions and sales decks for local, regional and national clients.
- Responsible for overseeing event marketing plans, social media plans, and event brand growth.
- Co-producer of out-of-state festivals and events and festivals hosted in Utah, Colorado and Arizona.
- Responsible for analyzing event performance.

Small Business Services Payroll Consultant-Automated Data Processing ADP

June 2008 - December 2010 | El Paso, TX

- Managed day to day payroll needs for inbound clients.
- Processed employee data changes via ADP supported software.
- Worked in a team environment to achieve stellar call statistics and team merit awards.
- Provided recommendation to leadership around potential best practices and training on ADP solutions, based on client input and experience.

Education:

Bachelor of Business Administration with a concentration in Marketing (2010)
University of Texas at El Paso, El Paso, Texas

Accomplishments:

- Graduate of the prestigious Leadership El Paso program, Class XL
- Current Member of the Great Khalid Foundation's Board of Directors



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1186, **Version:** 2

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Andi Tiscareño to the Fair Housing Task Force by Representative Alexsandra Annello, District 2.



Board Appointment Form

Submitted On: Sep 6, 2022, 12:01PM MDT

City Clerk

Appointing Office	Representative District 2
Type of Agenda	Consent
Date of Council Meeting	Tuesday, September 13, 2022
Agenda Posting Language	Appointment of Andi Tiscareno to the Fair Housing Task Force by City Representative Alessandra Annello, District 2.
Name of Board/Committee/Commission	Fair Housing Task Force
Appointment Type	Alternate
Special Qualification Category (if applicable)	
Nominated By	Representative Alessandra Annello
Nominee Name	Andi Tiscareno
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Nominee Primary Phone Number	
Does the proposed appointee have a relative working for the city?	YES
If so, please provide his or her name, city position and relationship to the proposed appointee.	Victor Morales, Facility Engineer with SAM (Uncle); Brianne Morales, Administrative Support Associate for ESD (Aunt).
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?	Daniel O. Hernandez
Incumbent Expiration Date	April 27, 2022
Reason person is no longer in office	Term Expired
Date of Appointment	September 13, 2022
Term begins on	September 13, 2022
Expiration Date of New Appointee	September 13, 2025
Term	1st Term
Upload File(s)	Andi R. Tiscareno Resume 2022.docx

ANDI TISCAREÑO

I'm seeking to obtain a position where I can use my positive work ethic, excellent customer and community service skills and public relations skills to contribute to a team and community in need. It is my goal to service, network, interact and grow with the community while effectively getting the job done.

EXPERIENCE

SEPTEMBER 2018 – MARCH 2021

TEAM MEMBER, FOLLETT - UNIVERSITY OF TEXAS AT EL PASO BOOKSTORE

Joined as a temporary cashier and later advanced as a team member moving from cashiering to customer service, warehouse management, and inventory. Responsible for working with my team to set out books for new semesters, update and replace shelf tags for books; create, collect, and ship chargebacks for publishers on overstocked books.

MARCH 2021 – JANUARY 2022

TEAM LEAD, SUN CITY SLICE LOCAL PIZZERIA

Joined as a Team Member and soon after advanced to Team Lead position when management needed more positions. Responsible for cleaning and preparing the store for opening and closing; checking and logging inventory each week as needed; helping crew members complete and stay on day to day tasks as needed; as well as providing excellent customer service as cashier.

MARCH 2022 – PRESENT

VOLUNTEER COORDINATOR, BORDERLAND RAINBOW CENTER

I actively recruit and organize trainings for new volunteers who are looking for intimate and active ways to serve a community they wish to learn more about. I overlook the staffing of events organized by the center with active volunteers as well as collaborating with program facilitators to staff their programs with volunteers as needed. I have learned to maintain and strengthen the relationships between our volunteers as well as their relationship with the center and the El Paso LGBTQ2+ community.

MARCH 2022 – PRESENT

YOUTH SERVICES COORDINATOR, BORDERLAND RAINBOW CENTER

As the coordinator of a grant-funded program, I overlook the organization and management of the youth services the Center provides. I work with LGBTQ+ Youth in assessing their needs and developing programs focusing on the services the Center provides to Youth. I collaborate with the facilitators of youth programs that currently exist at the Center to assess the needs of the LGBTQ+ youth and their families to develop ways to better serve them.

APRIL 2022 – PRESENT

COLLABORATOR, THE CITY MAGAZINE

I collaborate with the Managerial Editor to write articles based on local attractions or people in El Paso who are making strides in their community. Each month I'm assigned with a theme for the next months issue and I choose who to feature based on that theme.

EDUCATION

AUGUST 2017 – DECEMBER 2021

**BACHELORS IN ENGLISH AND AMERICAN LITERATURE,
MINOR IN RHETORIC AND WRITING STUDIES, UNIVERSITY OF TEXAS AT EL PASO**

OCTOBER 2014 – MAY 2017

**ASSOCIATES IN SCIENCE IN MECHANICAL ENGINEERING, EL PASO COMMUNITY
COLLEGE**

SKILLS

- Strong writing and editing skills with writing samples ready to present.
- Ability to work alone or in teams effectively.
- Active listening and public speaking
- Strong social and public engagement skills.
- Able to stay organized and focused on tasks at hand.
- Experience in warehouse settings organizing, filing, updating logs/inventory.
- Maintain professional internal communication in the workplace with team members and managers.
- Able to develop positive relationships with public and peers while maintaining those relationships.

ACTIVITIES

2015-2016

VICE-PRESIDENT, EPCC VV QUEER AND STRAIGHT ALLIANCE

I took up this opportunity to help try and keep this organization afloat and recognized by the campus. Working with the president of the organization and outside LGBTQ+ organizations, we were able to make the organization better known and established on campus

2016-2017

TREASURER, EPCC STEM CLUB

This was a temporary position, took up the opportunity after previous treasurer had to drop. While in this position I took on fundraising opportunities for the organization to help us go to Denver, Colorado.

2017-2020

INITIATED MEMBER, ALPHA SIGMA ALPHA SORORITY THETA XI CHAPTER AT THE UNIVERSITY OF TEXAS AT EL PASO

I established myself among a strong and diverse group of women, joining a broad network of organizations on campus through sorority and fraternity life.

2020-2021

STANDARDS CHAIRWOMAN, ALPHA SIGMA ALPHA SORORITY THETA XI CHAPTER

I promoted the aims and ideals of Alpha Sigma Alpha sorority through her members. Specialized in conflict resolution, positive reinforcement, financial and academic commitment. This chair exists to make sure each woman in the sorority adheres to the commitments made to the organization, while fairly confronting those who don't, positively recognizing those who do, and resolving any conflict as compassionately and as fairly as possible.

2021-2022

BOARD OF DIRECTORS MEMBER, BORDERLAND RAINBOW CENTER

I network and cooperate with a team of volunteers who assess and consider the needs of the community center known as the Borderland Rainbow Center. We oversee the progress of the nonprofit organization as well as assessing the needs of the community we serve as well as fundraising for the services we offer.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-1190, **Version:** 2

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Marina Monsisvais to the Women's Rights Commission by Representative Alexsandra Annello, District 2.



Board Appointment Form

City Clerk

Submitted On: Sep 6, 2022, 03:56PM MDT

Submitted By: Matthew Ibarra

Appointing Office	Representative District 2
Type of Agenda	Consent
Date of Council Meeting	Tuesday, September 13, 2022
Agenda Posting Language	Appointment of Marina Monsisvais to the Women's Rights Commission by City Representative Alexandra Annello, District 2
Name of Board/Committee/Commission	Women's Rights Commission
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Representative Alexandra Annello
Nominee Name	Marina Monsisvais
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
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.	Museums and Cultural Affairs Advisory Board 2009 - 2012, Community Development Steering Committee 2018 - 2019
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?	N/A
Incumbent Expiration Date	August 31, 2022
Reason person is no longer in office	Term Expired
Date of Appointment	September 13, 2022
Term begins on	September 01, 2022
Expiration Date of New Appointee	August 31, 2024
Term	1st Term
Upload File(s)	Resume - Monsisvais.doc

EXPERIENCED COMMUNICATIONS AND MARKETING PROFESSIONAL

"Delivering a Passion for Culture, Communications and Marketing in my Community"

RESULTS-DRIVEN LEADER with well-rounded culture, communications, marketing, and managerial experience. Work closely with a team of talented professionals to conceptualize, develop, and implement promotions using innovative and effective strategies. Extensive knowledge and experience in all aspects of mass media including social, web, print, radio, and television. Quick thinker with extensive background in public relations, copywriting and event coordination. Ability to meet fiscal and deadline commitments. Demonstrated team player with administrative experience (timelines, budgets, schedules, etc.). Well connected to music, arts, non-profit, and business communities. Civic-minded individual with strong networking skills. Energetic, positive, and decisive leader who is bilingual and possesses strong community relationships. Played an active role in conceptualizing and building "Mujer Festival" in 2002, a visionary event that brought together members of our regional/border music, arts, and activist communities to raise awareness and proceeds of \$22K for Casa Amiga in Juarez. Chair of Chalk the Block Public Art Festival from 2009 to present, an event that has grown from 5k attendees to 42k attendees in 2017 and generated a local economic impact of over \$1million.

PROFESSIONAL EXPERIENCE

Owner
Barracuda PR

06/10-Present
El Paso, TX

- Handle social media efforts for several non-profits and businesses (Facebook, Twitter, You Tube, etc).
- Produce newsletter/editorial content.
- Conceptualize and execute client-specific promotions utilizing our strong media relationships.
- Develop and execute Public Relations strategies for clients and special events.
- Conceptualize and execute special events such as ground breaking ceremonies, press conferences, fund-raisers, etc.
- Develop and send out press releases and story pitches on behalf of our clients to local and regional media.
- Develop mutually beneficial community partnerships.
- Produce copy for web, print materials, advertising, internal communications, etc.
- Participate in brainstorming/strategic planning sessions for our clients.
- Handle coordination of commercial TV shoots (casting, securing locations, scheduling, over all logistics).

PROFESSIONAL EXPERIENCE

Program Coordinator
University of Texas at El Paso

01/08-06/10
El Paso, TX

- Manage Student Programs (Cinema Novo Independent Film Series, Wednesday Music Café, Union Art Gallery)
- Mentor three student coordinators and budgets for all student programs (all programs are "learning" programs).
- Public Relations and Media Buyer for Student Programs as well as events at Don Haskins Center, Magoffin Auditorium, Sun Bowl Stadium (Britney Spears, Kiss, Jay-Z, AC/DC, Shakira, Cirque Du Soliel).
- Develop social media efforts for UTEP Special Events, Cinema Novo, and Union Art Gallery.
- Work with other University Departments to coordinate special events (Minerpalooza, Homecoming, Tournees Film Festival, Redefining Walls Exhibition, The Disappeared, and Bhutan Days).
- Game Day Manager for all UTEP Women's Basketball home games (checks in officials, customer relations, manage game day activities, coordinate with security, etc).
- Handle special needs for UTEP Football season (credentials, game day passes, parking passes, game day signage, etc).
- Secure corporate sponsorship for development of student programs (Cricket Communications, What's Up Weekly)
- Write and manage grants for Student Programs (secured largest grant in history of Cinema Novo for 2009/2010 cycle)
- Be aware of the interests of our student body to provide quality of life programming that is relevant and important to them in order to book films, music and artists that resonate with UTEP's student population (We Will Rock You Music Film Series, Sleepcar Wednesday Music Café Afterhours show, All Hallow's Eve Grind).

PROFESSIONAL EXPERIENCE

Field Marketing Manager
Red Bull North America
Full Time 40+ hours weekly

06/06-07/07
El Paso/West TX

- Manage mobile energy programs in West Texas and Las Cruces, NM to ensure quality sampling.
- Build belief in brand by personalizing it for college students (ex: Terry Adams at TTU, supported events at UTEP, KRUXfest at NMSU).
- Build and maintain positive relationships with key opinion leaders in community/scenes.
- Create unique Red Bull experiences for niche markets while incorporating art/culture (ex: Art of the Can at Adair Margo Gallery, Bboy Academics, Manny Mania, Illume at NMSU, Fandango movie screening at San Elizario square).
- Bring brand image to life in on premise accounts (ex: Moto GP viewing parties at accounts, Ghost Recon tournament at Ft.Bliss).
- Create yearly business plans and budgets for El Paso and West Texas Markets.
- Identify and participate in existing events by creating and providing tailor made solutions to enhance the occasion (ice sculpture and floating screen at Amigo Airsho reception, soccer warm-up areas at Sun Bowl Soccer Tournament, etc)
- Work with local media to attain coverage of local activations.

Promotions Director/On-Air Talent
Entravision Communications
Full Time 40+ hours weekly

07/02-07/05
El Paso, TX

- Served as mid-day host of #2 rated radio show in El Paso.
- Conceptualized, produced, and hosted "Stepping Out," a radio show with a focus on local music scene as well as independent music/film.
- Work closely with local colleges, UTEP, NMSU, and EPCC, to develop and establish relationships with local student population. Ex: Border Music Fest at UTEP, career days at EPCC, concert promos at NMSU
- Developed on-premise promotions with local bars and restaurants. Ex: "Show us Your Cans," Speaking Rock B of B, "Beastie Bar-Mistvah," etc.
- Oversee promotions staff, direct promotion programs that combine advertising with purchase incentives to increase sales and public image. Conceptualize, script, and implement all station promotions for radio, television, and print advertisements.
- Build and maintain positive relationships with public and private sectors. Establish and maintain cooperative relationships with representatives of community, consumer, employee, and public interest groups, as well as media.
- Promotions Director for KHRO, KOFX, and KYSE. Managed staff and budgets for all three stations.
- Improved quality of life for young El Pasoans by promoting over 32 sold out concerts in our market. Devised creative promotions for each and every concert.
- Actively participated in developing events relevant to niche groups with Red Bull such as Red Bull Rockjam at Hueco Tanks, "Sonic Boom" at the Rescue Mission Silo.

EDUCATION

Bachelor's Degree in Journalism and Mass Communications
NEW MEXICO STATE UNIVERSITY
(Emphasis in Photojournalism)

2000
Las Cruces, NM

Bilingual-written and verbal skills in Spanish



Legislation Text

File #: 22-1158, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

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

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

AGENDA DATE: September 13, 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.

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

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:

Maria O. Pasillas

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

TAX REFUNDS
September 13, 2022

1. Diane Denise Rodriguez, in the amount of \$8,364.73 made an overpayment on July 25, 2022 of 2021 taxes.
(Geo. # 1591-999-1289-7750)
2. Lalitos Auto Sales, in the amount of \$2,659.15 made an overpayment on February 07, 2020 of 2019 taxes.
(Geo. # 17PP-000-1949-8022)

Laura D. Prine
City Clerk

Maria O. Pasillas

Maria O. Pasillas, RTA
Tax Assessor Collector



**TAX OFFICE
RECEIVED
AUG 29 2022**

**MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901**

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

DIANE DENISE RODRIGUEZ
1404 RAINBOW RIDGE DRIVE
EL PASO, TX 79912

+2,500
OP

Geo No. 1591-999-1289-7750	Prop ID 652570
Legal Description of the Property FURN CMP MACH SIGN	
9244 E GATEWAY BLVD-A	
OWNER: TRANSFORMATION REHABILITATION SERVICES	
---2021 OVERAGE AMOUNT \$8,364.73	

1- CITY OF EL PASO, 5- YESLETA IND, 6- COUNTY OF EL PASO, 7- EL PASO COMMUNITY COLLEGE, 8- UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

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

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

Step 1. Identify the refund recipient.

Show information for whoever will be receiving the refund.

Who should the refund be issued to:

Name: **Diane Denise Rodriguez**
Address: **1404 Rainbow Ridge Dr.**
City, State, Zip: **El Paso, TX 79912**
Daytime Phone No.: **915-276-8700**

E-Mail Address: **Legacylife.pro@gmail.com**

Step 2. Provide payment information.

Please attach copy of cancelled check, original receipt, online payment confirmation or bank credit card statement.

Payment made by:

Check No.

Date Paid

Amount Paid

CR ✓ **4560681** **7/25/22** **8,364.73**

TOTAL AMOUNT PAID (sum of the above amounts)

8,364.73

Step 3. Provide reason for this refund.

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

Please check one of the following:

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

Step 4. Sign the form.

Unsigned applications cannot be processed.

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

SIGNATURE OF REQUESTOR (REQUIRED)

PRINTED NAME & DATE

[Signature]

Diane Rodriguez 8-22-22

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

N.H.

Date:

8-29-22

Go To:

09/02/2022 17:13:33
ACTEP

Summary Query

Summary

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No	Payer
	EC072522	07/25/2022	50830437	CC004560715	EC	\$8,364.73	\$8,364.73	PA	159199912897750	31417164-CO M
	IP072622	07/25/2022	50830761	CC004560001	CR	\$8,364.73	\$8,364.73	LG	159199912897750	31417363-DIANE DENISE
	EC06171941	06/17/2019	41327594	CC002530980	EC	\$7,672.10	\$7,672.10	PA	159199912897750	27446478-IVR PAYMENT
Applied Total							\$24,401.56			



**TAX OFFICE
RECEIVED
AUG 25 2022**

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE. 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 E-mail: saxforms@elpasotexas.gov

670218

EMILIO AUTOSALES
CORDEIRO CARRANZA AND
EDUARDO CARRAN
4043 INCLAIR ST.
EL PASO, TX 79924-2721

OP
+ 2,500

Geo No.	Prop No
179100010001000000	670200
Legal Description of the Property	
1/4 ACRES MORE OR LESS IN THE	
SOUTH 1/4 SECTION 36	
T4N R3E S12E	
T4N R3E S12E	
T4N R3E S12E	

2000 年 1 月 1 日

\$2659.15 ✓

PROPERTY OF EL PASO COUNTY COURTHOUSE COLLECTOR, 15 ARCADE STREET, DENVER, EL PASO CO. (MAY 19 1961)
TAMM, NORMAN L.

One person with a claim on overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payments on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this application to other tax accounts and other years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you will be eligible to the refund (Section 113). Concerning cash approvals a request for refund is capped at \$2500.

APPLICATION OF PROPERTIES TAX REVENUE:

[illegible]

Step 1. Identify the refund recipient.
Show information for whom it will be refunding the refund.

Who should the refund be issued to:

Name: Lolitas Auto Sales
Address: 6601 Doniphan
City/State/Zip: Canutillo Tx 79835
Telephone No.: 915-877-2800
E-Mail Address: lolitasautosales@yahoo.com

Step 2. Provide payment information.
Please attach copy of canceled check, original receipt, online payment confirmation or bank order and instruction.

Payment made by:	Check No.	Date Paid	Amount Paid
Check	02446	3/17/22	3,260.22

TOTAL AMOUNT PAID (sum of the above payments)

Step 3. Provide reason for this refund.
Please list any accounts and/or years that you entered in error with this coverage.

Please check one of the following:

☒ I paid this account in error and I am entitled to the refund.

☐ I overpaid this amount. Please refund the excess to the address listed in Step 1.

☐ I want this payment applied to next year's taxes.

☐ This payment should have been applied to other tax accounts and in a correct, correct (listed below):

Step 4. Sign the form.
Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code. See, § 1.10.)

SIGNATURE OF REQUESTOR (REQUIRED) _____ PRINTED NAME & DATE _____

7/28/82

Eduardo Caceres 82422

LAB OFFICE USE ONLY: ☒ Approved ☐ Denied By: N.N. Date: 8-25-22

5242

Print Date: 05-14-2015

Notes

Go To

LUZR
ACT80122 v1.91

09/02/2022 17:13:33
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.		Account No.		Remit Seq No.		Check No.		Payment Amount		Payment Agreement No.	
T02072000001		17PP00019498022									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer	
	R0305221067	03/17/2022	43691867	02446	CH	\$0.00	\$601.07	LG	17PP00019498022	LALITOS AUTO SALES	
	RC220825	03/17/2022	43691867		MI	\$2,659.15	\$2,659.15	TR	17PP00019498022	LALITOS AUTO SALES	
	RC220825	03/17/2022	43691867		MI	\$2,659.15	\$2,659.15	TR	17PP00019498022	31465952-LALITOS AUTOC	
	T80942019	03/17/2022	43691867		MI	\$0.00	\$3,260.22	TR	17PP00019498022	LALITOS AUTO SALES	
	T80942019	03/17/2022	43691867		MI	\$0.00	\$3,260.22	LG	17PP00019498022	LALITOS AUTO SALES	
	R0305221067	03/17/2022	43691867	02446	CH	\$0.00	\$601.07	TR	17PP00019498022	LALITOS AUTO SALES	
	P20200000001	01/31/2021	46902105	1817	CH	\$6,036,397.91	\$2,582.06	PA	17PP00019498022	88888-COUNTY TAX OFF	
*	T02072000001	02/07/2020	43691867	02446	CH	\$3,260.22	\$3,260.22		17PP00019498022	LALITOS AUTO SALES	
	P20190001	01/31/2020	43721639	1791	CH	\$5,651,502.86	\$3,046.93	PA	17PP00019498022	88888-COUNTY TAX OFF	
	P20180001	01/31/2019	40753029	88888	CH	\$5,173,266.47	\$2,794.13	PA	17PP00019498022	88888-COUNTY TAX OFF	
	P20184000001	01/31/2018	37801560	88888	CH	\$5,173,530.45	\$976.37	PA	17PP00019498022	88888-COUNTY TAX OFF	
Applied Total						\$12,659.71					



Legislation Text

File #: 22-1194, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of the following campaign contributions by City Representative Isabel Salcido, District 5:

\$250 from Carmen I. Perez; \$1,000 from E.C. Houghton JR; \$1,000 from Kelly A. Tomblin; \$1,000 from Donald R. Margo & Adair W. Margo; \$1,000 from Rogelio Lopez; \$500 from Jack T. Chapman; \$500 from Joseph Moody Campaign; \$250 from Rachel B. Harracksingh; \$2,500 Stanley P. Jobe; \$1, 038.73 from Victoria Dominguez; \$259.92 from Bill Burton; \$500.00 from Linda Troncoso; \$2,500 from L. Frederick Francis; \$500.00 from Linebarger, Goggan, Blair & Sampson; \$2,500 from J. Kirk Robison.



Legislation Text

File #: 22-1043, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Economic and International Development, Elizabeth K. Triggs, (915) 212-0094

AGENDA LANGUAGE:

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

The linkage to Strategic Plan is subsection 1.1 - Stabilize and expand El Paso's tax base

Award Summary:

The award of Solicitation 2022-0370R Customer Relation Management (CRM) System to Keen360, Inc., for a term of three (3) years for an estimated amount of \$102,021.25. The award also includes, a two (2) year option for an estimated amount of \$46,147.50. 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 \$148,168.75. This contract will allow for the purchase of a Business Relationship Management System. The system will support the Economic and International Development Department, as well as other outward facing departments such as the El Paso International Airport, in establishing, tracking, and maintaining business relationships.

Contract Variance:

No contract variance.

Department:	Economic & International Development
Award to:	Keen360, Inc.
	King of Prussia, PA
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$ 55,873.75 (Year 1)
	\$ 46,147.50 (Year 2 & 3)
Initial Term Estimated Award:	\$102,021.25 (3 Years)
Option Term Estimated Award:	\$ 46,147.50 (2 Years)
Total Estimated Award:	\$148,168.75 (5 years)
Account No.:	522150-999-1000-99999
	522020 239-1000-15240-P1506
Funding Source:	General Fund - Citywide Contracts Division
District(s):	All

This is a Request for Proposal, requirements contract.

The Purchasing & Strategic Sourcing and the Economic & International Development Departments recommend award as indicated to Keen360, Inc., the highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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

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

AGENDA DATE: August 16, 2022
PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Elizabeth K. Triggs, Director of Economic & International Development, (915)
212-0094
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915)
212-1218

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 1 - Create an Environment Conducive to Strong sustainable Economic Development

SUBGOAL: 1.1 - Stabilize and expand El Paso's tax base

SUBJECT:

The award of solicitation 2022-0370R Customer Relation Management (CRM) System to Keen360, Inc., for a term of three (3) years for an estimated amount of \$102,021.25. The award also includes, a two (2) year option for an estimated amount of \$46,147.50. 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 \$148,168.75. TThis contract will allow for the purchase of a Business Relationship Management System. The system will support the Economic and International Development Department, as well as other outward facing departments such as the El Paso International Airport, in establishing, tracking, and maintaining business relationships.

BACKGROUND / DISCUSSION:

This is a request from Economic Development for Business Relationship Management System. Economic & International Development' focus for this system is to enhance the City's economic development activities across 4 key areas, Active Economic Development Incentive Agreement Management, Budget Management, Business Retention and Expansion and Business and Industry Attraction / Redevelopment.

SELECTION SUMMARY:

Solicitation was advertised on February 1, 2022 and February 8, 2022. The solicitation was posted on City website on February 1, 2022. The email (Purmail) notification was sent out on February 3, 2022. There were a total of fifty-four (54) viewers online; three (3) proposals were received; none being local suppliers.

CONTRACT VARIANCE:

No contract variance.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$102,021.25

Funding Source: 522150-999-1000-99999 - \$50,000.00

522020 239-1000-15240-P1506 - \$52,021.25

Account: General Fund - Citywide Contracts Division

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Economic & International Development

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Elizabeth K. Triggs, Director of Economic & International Development

**COUNCIL PROJECT FORM
(RFP)**

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

Please place the following item on the **CONSENT** agenda for the Council Meeting of **August 16, 2022.**

STRATEGIC GOAL NO.: 1 - Create an Environment Conducive to Strong sustainable Economic Development

The linkage to Strategic Plan is subsection 1.1 - Stabilize and expand El Paso's tax base

Award Summary:

The award of solicitation 2022-0370R Customer Relation Management (CRM) System to Keen360, Inc., for a term of three (3) years for an estimated amount of \$102,021.25. The award also includes, a two (2) year option for an estimated amount of \$46,147.50. 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 \$148,168.75. This contract will allow for the purchase of a Business Relationship Management System. The system will support the Economic and International Development Department, as well as other outward facing departments such as the El Paso International Airport, in establishing, tracking, and maintaining business relationships.

Contract Variance:

No contract variance.

Department:	Economic & International Development
Award to:	Keen360, Inc. King of Prussia, PA
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$ 55,873.75 (Year 1) \$ 46,147.50 (Year 2 & 3)
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Total Estimated Award:	\$148,168.75 (5 years)
Account No.:	522150-999-1000-99999 522020 239-1000-15240-P1506
Funding Source:	General Fund - Citywide Contracts Division
District(s):	All

This is a Request for Proposal, requirements contract.

The Purchasing & Strategic Sourcing and the Economic & International Development Departments recommend award as indicated to Keen360, Inc., the highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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

*******ADDITIONAL INFO BELOW*******

CITY OF EL PASO RFP SCORESHEET

PROJECT: 2022-0370R Customer Relation Management (CRM) System

Evaluation of Submittal

MAX POINTS

Keen360, Inc.

SVAM International, Inc.

Coastal Cloud Holdings,
LLC
dba Coastal Cloud LLC

Factor A - Proposal Cost

35

\$ 125,094.25

\$ 398,700.00

\$ 440,845.92

35.00

10.98

9.93

Factor B - Experience – Comparable Contracts

25

20.40

18.00

0.00

Factor C - References

15

0.00

9.00

0.00

Factor D - Project Plan

10

8.60

7.80

8.00

Factor E - Technical Demonstration

15

13.60

11.00

14.20

TOTAL SCORE

100

77.60

56.78

32.13

Rank

1

2

3



CITY OF EL PASO
REQUEST FOR PROPOSALS TABULATION FORM



Bid Opening Date: March 9, 2021

Solicitation #: 2022-0370R

Project Name: Customer Relation Management (CRM) System

Department: Economic & International Development

BIDDER'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Coastal Cloud Holdings, LLC dba Coastal Cloud LLC	Palm Coast, FL	YES
Keen360, Inc.	King of Prussia, PA	NO
SVAM International, Inc.	Great Neck, New York	NO
RFPs SOLICITED: 7 LOCAL RFPs SOLICITED: 0 RFPs RECEIVED: 3 LOCAL RFPs RECEIVED: 0 NO RFPs: 0		

NOTE: The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.

Approved: /s/

Date: 3/16/2022

2022-0370R Customer Relation Management (CRM) System

2022-0370R – Customer Relation Management (CRM) System
Bidder's List

Executive Pulse
ATTN: Laith Wardi
Mailing Address: 11 E 4th St, Erie,
Pennsylvania, 16507

Hubspot
ATTN: Wilson Rouse
Mailing Address: 25 First St,
Cambridge, MA 02141

Synchronist CRM
ATTN: Eric Canada
Mailing Address: PO Box 4408
Wheaton, IL 60189

Source Link
ATTN: Ms. Dara Macan
Mailing Address: 4747 Troost Ave,
KCMO 64110

Cura Cubby
ATTN: Surya Voinar
Mailing Address: 2120 University Ave,
Berkeley, CA 94704

LeadSquared
ATTN: Violet Tamayo
Mailing Address: 510 Thornall Street,
Suite 210, Edison, NJ-08837

PipeDrive
ATTN:
Mailing Address: 490 1st Ave South,
Suite 800, St. Petersburg, FL 33701



Legislation Text

File #: 22-1198, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 1

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

AGENDA LANGUAGE:

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

Discussion and action to direct city staff to develop solutions internally and in coordination with the City of Sunland Park, NM to mitigate the strain on city roadways as a result of increasing development within the State of New Mexico that connects directly to the City of El Paso streets.

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

DEPARTMENT:

AGENDA DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBJECT:

BACKGROUND/DISCUSSION:

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

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

Director of Planning:
Danielle Landry

Planner
Juan Crosby



Chairman Robert Ardovino
Commissioner Randy Eiland
Commissioner Luis Aguilar
Commissioner Arlean Murillo

CITY OF SUNLAND PARK
PLANNING AND ZONING COMMISSION
NOTICE OF REGULAR MEETING
Regular Meeting Agenda
Wednesday August 24th 2022
Time: 5:30 PM

Meeting ID: 823 0255 1132
Passcode: 246951
One tap mobile
+12532158782,,82302551132# US (Tacoma)
Join Zoom Meeting

<https://us02web.zoom.us/j/82302551132?pwd=YXRZaklGN3kzY0NpVFJNODhWeGZZUT09>

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

PLEDGE OF ALLEGIANCE

CONFLICT OF INTEREST

At the opening of each Planning & Zoning meeting, the chairman shall ask if any member of the commission, the Community Services Director, or any member of the city staff has any known conflict of interest with any item on the agenda.

APPROVAL OF AGENDA

PUBLIC COMMENT

Residents must sign up with the City Clerk to address the commission. Comments are limited to 3 Minutes, and there will be a maximum of 30 Minutes allowed for Public Comment.

PRESENTATION

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the commission and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

NEW BUSINESS AND RESOLUTIONS

- 1) SUP-22-59 Prohibition 37 as represented by Devin Duszynski is requesting approval of a Special Use Permits for a Cannabis Dispensary business located 871 McNutt Rd.
- 2) SUBD-PRE-22-85: The applicant Mr. Roberto Talamas is requesting recommendation of approval for a Subdivision Preliminary Plat named Sun River Estates consisting of approximately 62.87 acres located in Sunland Park, NM on the Southwest corner of Girl Scout Lane & Frontera Rd (Parcel ID: R1603765 and R1600239). Subdivision will approximately consist of 224 Residential Lots and 2 Open Space Parks.

REMARKS AND INQUIRIES BY THE COMMISSION

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT REPORT

ADJOURNMENT

PLEASE NOTE: If you are an individual with a disability who is in need of a reader, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Office of the City Clerk at (575) 589-7565 at least one week prior to the meeting.

POSTED: City Clerk's Office, Motor Vehicle Division, Public Health Office, Sunland Park Post Office, Sunland Park Library, Santa Teresa Post Office, Sunland Park Grocery, Mercedes Grocery and Carousel Convenience Store, Edgemont, Villa Valencia, San Gabriel and Tierra Madre.

Juan Crosby - Community & Economic Development Department: City Planner

AGENDA ITEM NO. 1

CITY OF SUNLAND PARK PLANNING AND ZONING

Meeting Date: 08/24/2022

Submitted By:

Juan Crosby Planner

Subject:

SUP-22-59 Prohibition 37 as represented by Devin Duszynski is requesting approval of a Special Use Permits for a Cannabis Dispensary business located 871 McNutt Rd

Background:

Recommendation: Approve with conditions

DRT Comments: DRT NOTES

FIRE: Tenant Improvement (TI) Plan must get review approval from fire review official

CRRUA: Existing location with service, changes to add production requires ready willing and able letter

CED: 10% on landscape, NMDOT permitting approval required for any construction on NMDOT right-of-way

Preliminary Plat Case Report Case No. SUP-22-59

Subject Property: 871 McNutt Rd

Existing Use: Vacant Building. Previously Restaurant then Office Building.

Subdivision:

Account # R1602369

Zoning: C2 Commercial

Parcel ID: 4-020-170-345-400

Legal Description: **Applicant:** Section 8 , Township 29S, Range 4E

Current Property Owner: Devin Duszynski

Applicant Representative : Regina Okoye

Planning Commission Hearing Date: 08-24-2022

Landscape Required / Total Lot Area: 1149. *Total Provided 2146*

Irrigation Plan submitted : Yes

Applicable Sections of City's Code:

- [§ Title 2-Chapter 1 Planning & Zoning Commission](#)
- [§ Title 10-10-3 Special Use](#)

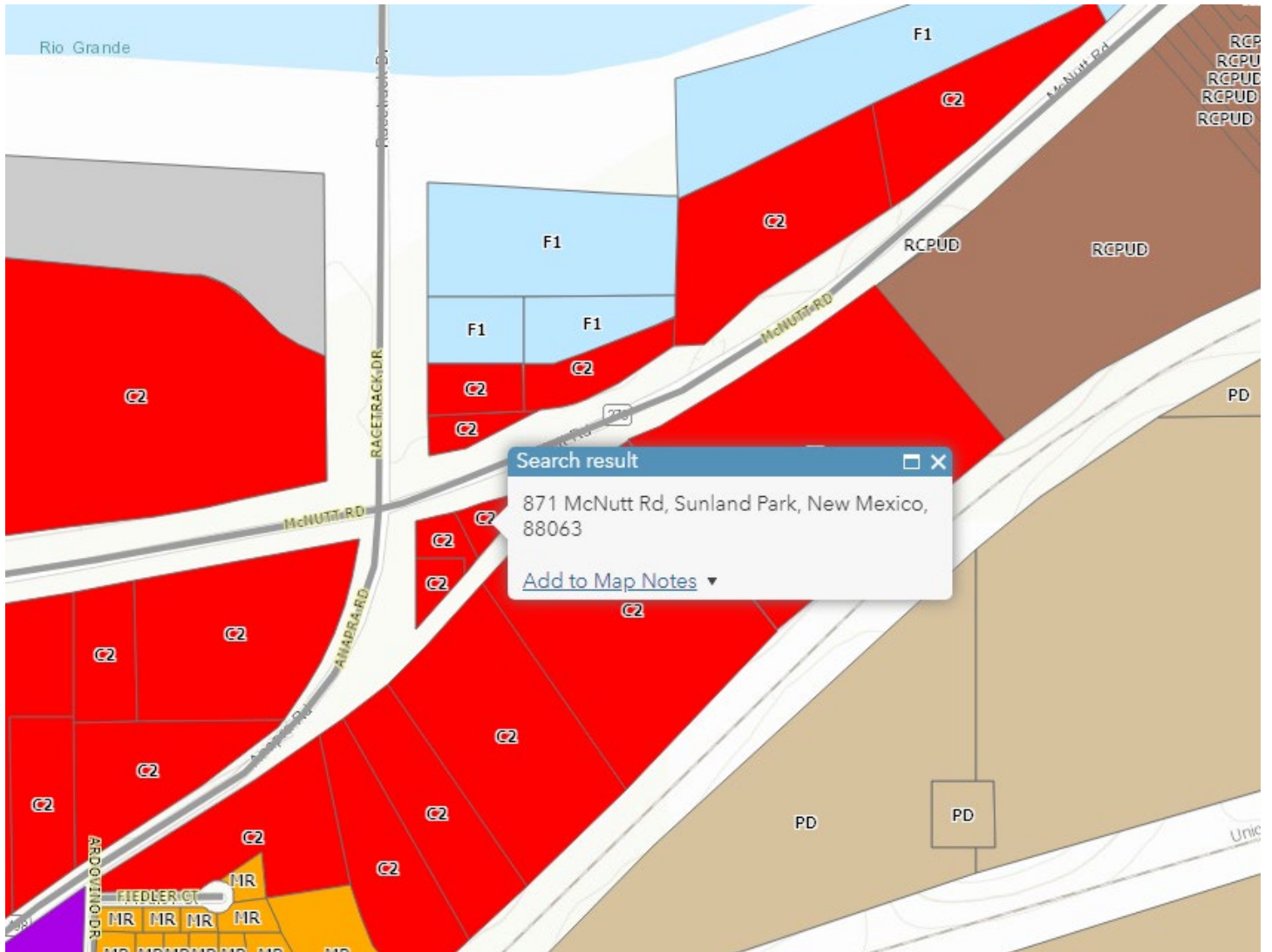
I. Site Data

Number of Lot:

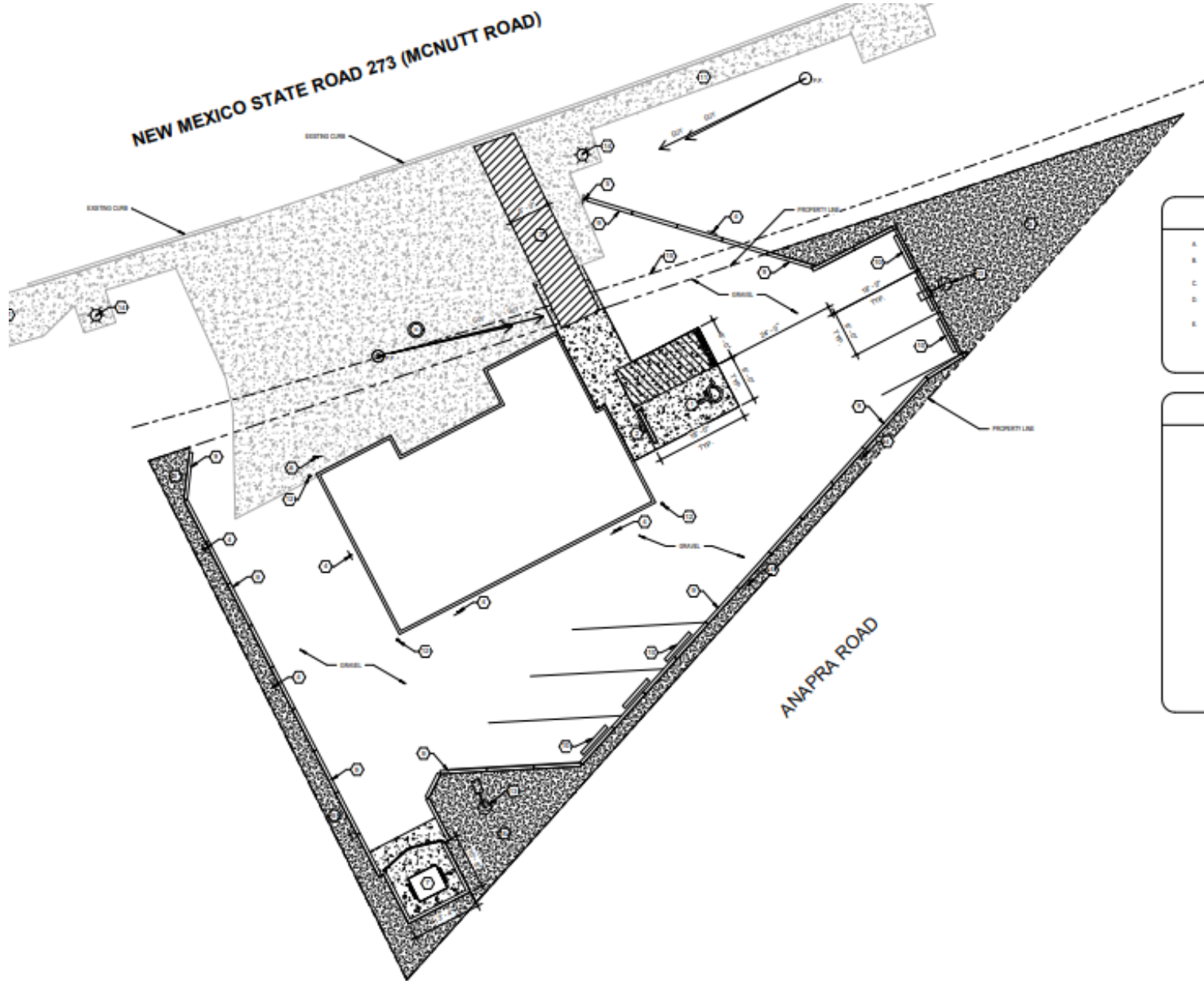
Subdivision Size: 0.28 Acres

Direction	Zoning	Existing Land Use
North	C2	Commercial
East	C2	Commercial
South	C2	Commercial
West	C2	Commercial

Zoning Map



871 McNutt _ Architectural Site Plan



GENERAL NOTES

- CONTRACTOR TO FOLLOW ALL EXISTING CONDITIONS.
- ALL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES, RULES AND LOCAL REQUIREMENTS.
- ALL EXISTING SURFACES TO REMAIN UNCHANGED.
- GRAVEL TO BE COMPACTED TO MEET LOCAL STANDARDS AND WITHIN THE HEIGHT OF EMERGENCY VEHICLES.
- ALL PARKING SPACES SHOWN ARE FOR GRAPHICAL PURPOSES ONLY.

KEYED NOTES

- ADA PARKING SEE REL. 1100
- ADA PARKING SEE REL. 1100
- ACCESSIBLE ROUTE
- PARK LANE "NO PARKING" SIGN
- "NO LEFT TURN" SIGN REL. 1240
- "ONE WAY" SIGN REL. 1240
- CLUMPTER ENCLOSURE REL. 410
- NEW LANDSCAPE AREA
- RAILROAD TIES AT LANDSCAPE EDGE REFER TO LANDSCAPE
- WHEEL STOP REL. 600
- EXISTING SIDEWALK
- BOLLARD REL. 400
- LIGHT POLE REL. ELECTRICAL
- EXISTING LIGHT POLE
- RIGHT OF WAY LINE (BY ORDER)

PARKING CALCULATIONS

SPACES REQUIRED:
 RETAIL MERCHANDISING: 1 SPACE PER 300 S.F.
 TOTAL: 11 SPACES
 SPACES PROVIDED:
 TOTAL: 7 SPACES

REV	DATE	BY	REVISION

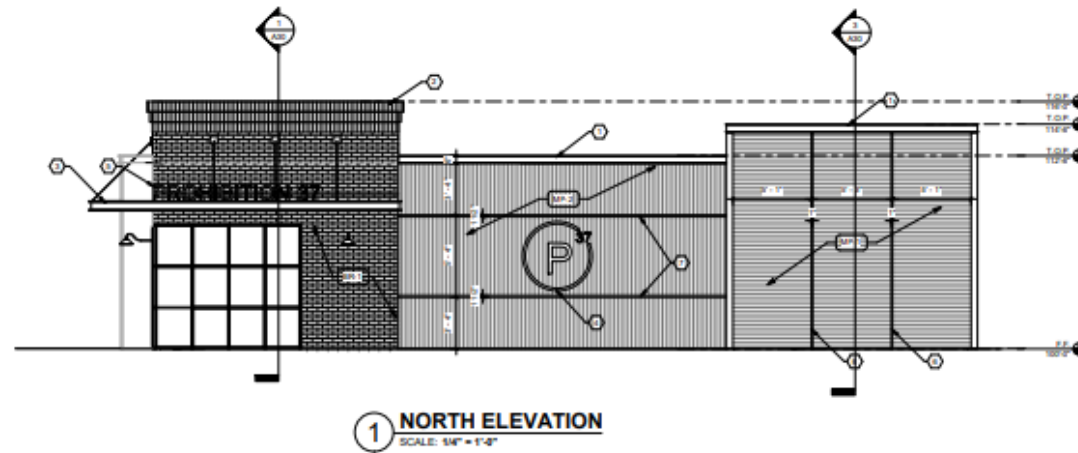
MODULUS ARCHITECTS
 100 SUN AVENUE NE SUITE 600
 ALBUQUERQUE, NEW MEXICO 87109
 PHONE (505) 338-1499 FAX (505) 338-1490
 TOLL FREE 1-866-224-2401



CONSTRUCTION DOCUMENTS

PROJECT TITLE	871 McNutt, Sun and Park, NW 8800
PROJECT MANAGER	JOHN D. DUNN, P.E.
DATE	02/01/2022
SHEET	24

Exterior Elevations

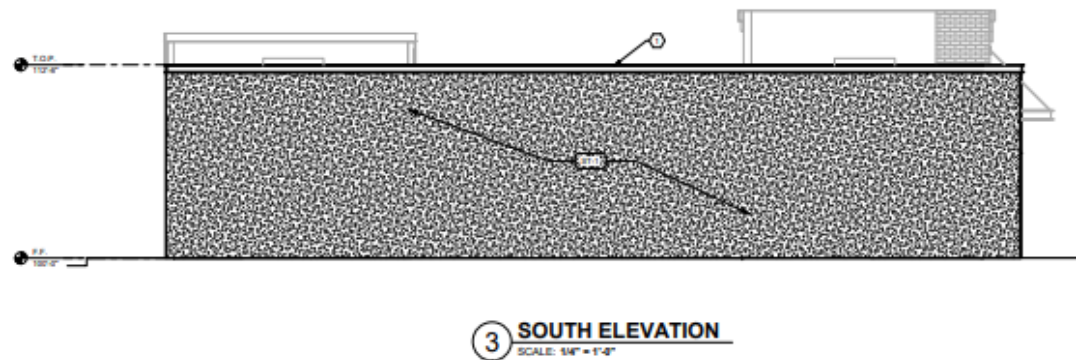
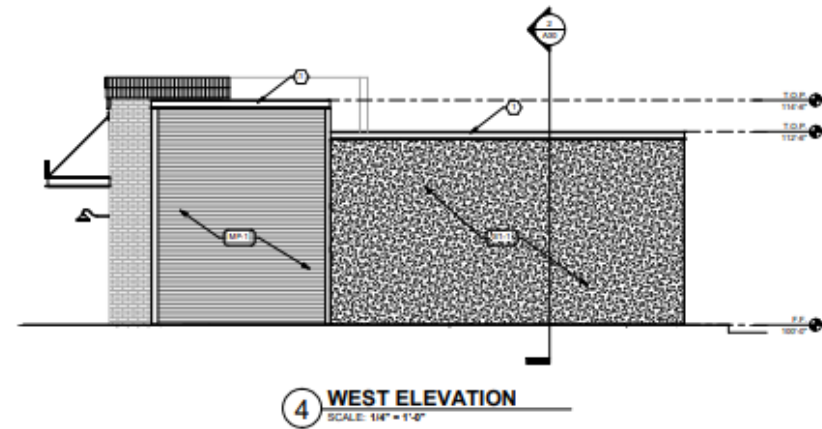
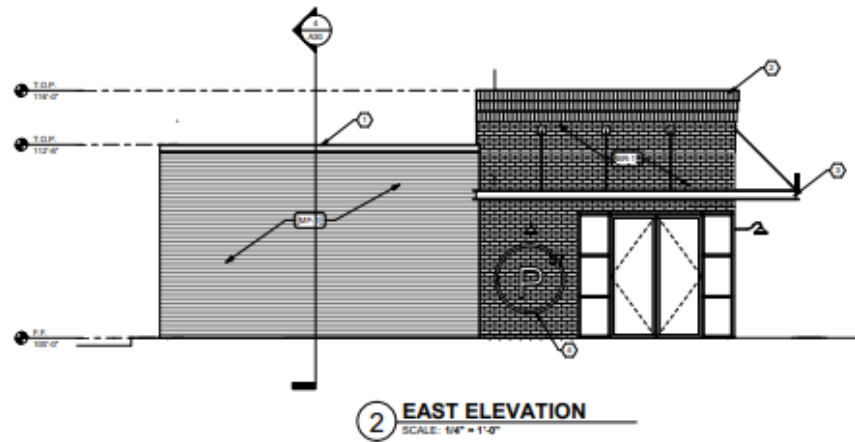


EXTERIOR FINISHES

- EF-1 STUCCO, RED WHITE GRAY
- EF-2 METAL PANEL, CHARCOAL GREY BRICKS HC IS HORIZONTAL
- EF-3 METAL PANEL, CHARCOAL GREY BRICKS HC IS VERTICAL
- EF-4 THIN BRICK, OLD FACTORY HOME BRICK TRADITIONAL

KEYED NOTES

- 1 METAL COPING, BLACK
- 2 SOLID CORE THIN BRICK, MATCHES 1
- 3 METAL, CHARCOAL GREY BRICKS HC IS HORIZONTAL
- 4 METAL, CHARCOAL GREY BRICKS HC IS VERTICAL
- 5 PREPARED CONCRETE, BROWN BY OTHER
- 6 PREPARED CONCRETE, BROWN BY OTHER
- 7 VERTICAL, HORIZONTAL, 100, BLACK
- 8 ARC 1/2" BLACK



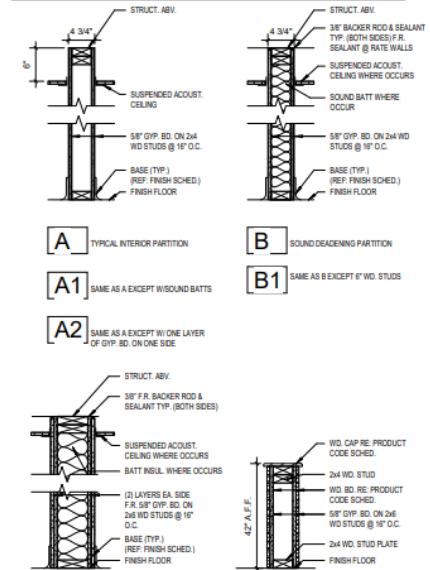
Floor Plans



KEYED NOTES

1. PRODUCT DISPLAY CASE BY OWNER.
2. SALES COUNTER. RE: MILLWORK ELEVATIONS ON A4
3. MERCHANDISE WALL AREA.
4. METAL MESH TO BE PLACED IN OFFICE WALLS. SEE SECTION.

PARTITION TYPES:



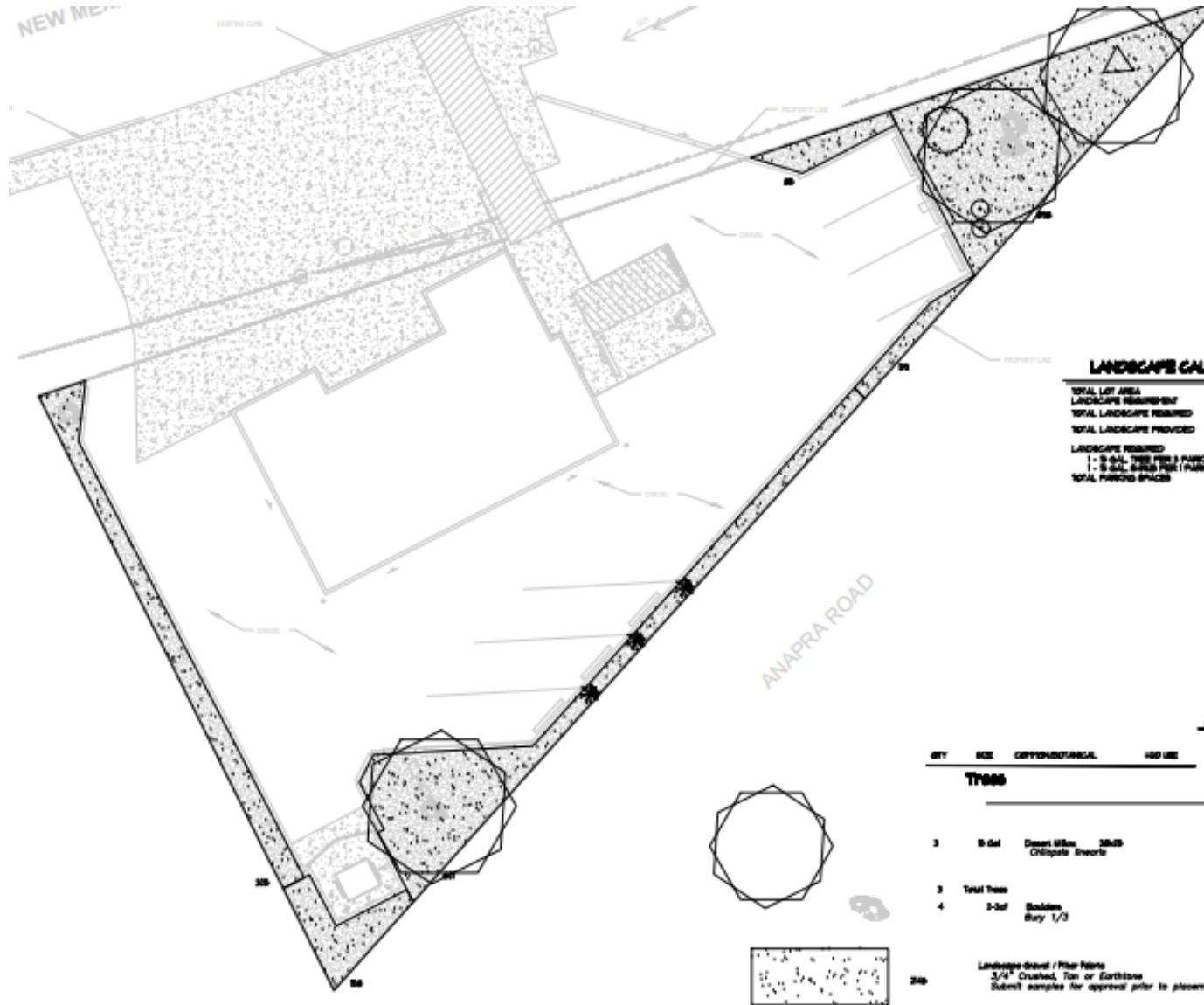
ON DOCUMENTS

MODULUS ARCHITECTS

100 SUN AVENUE NE SUITE 600
ALBUQUERQUE, NEW MEXICO 87109
PHONE (505) 338-1499 FAX (505) 338-1498
TOLL FREE 1-866-224-2161

251

Landscape Plans



LANDSCAPE CALCULATIONS

TOTAL LOT AREA	5494
LANDSCAPE REQUIREMENT	$\times .25$
TOTAL LANDSCAPE REQUIRED	1373
TOTAL LANDSCAPE PROVIDED	246
LANDSCAPE REQUIRED	
1 - 8" GAL TREE FOR 1 PARKING SPACE	1
1 - 5" GAL SHRUB FOR 1 PARKING SPACE	1
TOTAL PARKING SPACES	1

LANDSCAPE NOTES

Contractor is responsible for their own takeoff. Quantities provided on this plan are for planning purposes. Any discrepancy between quantities provided on this plan and contractor takeoff shall be reported to the Landscape Architect for verification.

Landscape maintenance shall be the responsibility of the Property Owner. The Property Owner shall maintain street trees in a living, healthy and attractive condition.

It is the intent of this plan to comply with the City of Los Angeles, Landscape Ordinance.

Water management is the sole responsibility of the Property Owner. All landscaping will be in accordance with the City of Los Angeles Storm Water Code. In general, water conservation, environmentally sound landscape principles will be followed in design and installation.

Landscape gravel over Paver Pavers to a minimum depth of 3" shall be placed in all landscape areas which are not designated to receive native seed.

IRRIGATION NOTES

Irrigation shall be a complete underground system with Trees to receive 1 gallon per inch (GPI) length with 3 loops at a final radius of 48" from tree trunk, placed in place. Shrubs shall have minimum 12" radius with a flow of 48" from tree trunk to receive 12" GPI. Drip and Bubble options for use shall be 10" polypropylene with flow caps at each end. Trees and shrubs shall be on separate valves.

Run time per each shrub drip valve will be approximately 15 minutes per day. Tree drip valve shall run 15 hours, 3 times per week. Run time will be adjusted according to the season.

Point of connection for irrigation system is shown at current time and will be coordinated in the field. Irrigation will be operated by automatic controller.

Location of controller to be field determined and power source for controller to be provided by others.

Irrigation maintenance shall be the responsibility of the Property Owner.

Water and Power source shall be the responsibility of the Contractor.

LANDSCAPE LISTING

QTY SIZE COMMON/BOTANICAL HARD USE

Trees

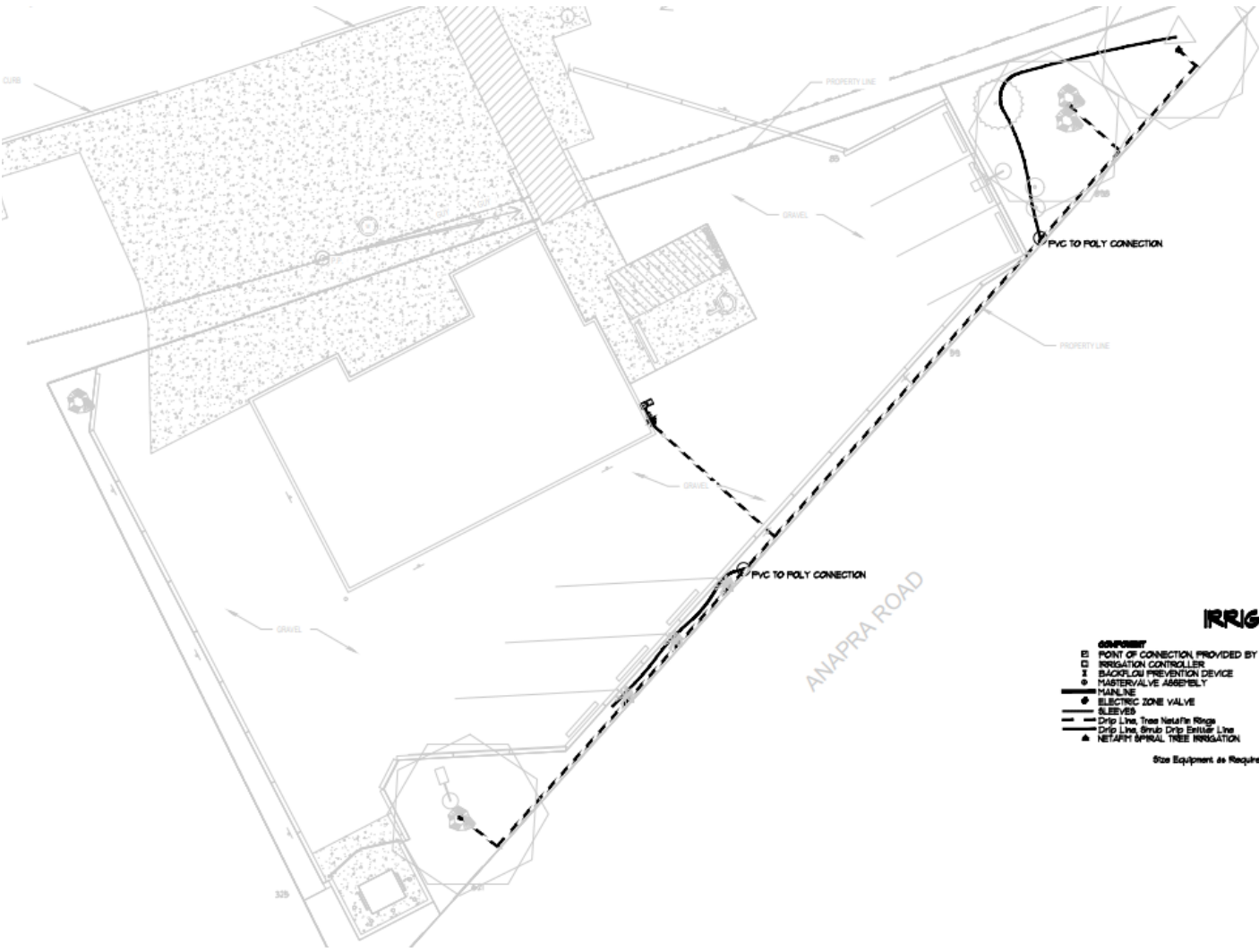
3	8" Gal	Desert Willow Oleaceae	Shrub
3	Total Trees		
4	3" Gal	Boulders Bury 1/3	
246		Landscape gravel / Paver Pavers 3/4" Crushed, Tan or Earthstone Submit samples for approval prior to placement	

QTY SIZE COMMON/BOTANICAL HARD USE

5" Gal Shrubs

3	5" Gal	Feather Reed grass Calamagrostis arundinacea	Shrub
1	5" Gal	Butterfly Bush Buddleia davidii	Shrub
1	5" Gal	Apple Plant Malus domestica	Shrub
3	5" Gal	Blue Yew Caryopteris x chrysocoma	Shrub
1	Total Shrubs		

Irrigation Plan



IRRIGATION NOTES

- 1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, EQUIPMENT QUANTITIES, AND UTILITY LOCATIONS PRIOR TO BEGINNING WORK.
- 2. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN PLANS OR SPECIFICATIONS PRIOR TO BEGINNING OR CONTINUING WORK.
- 3. THE IRRIGATION CONTRACTOR SHALL MAKE NO SUBSTITUTIONS, DELETIONS, OR ADDITIONS TO THIS PLAN WITHOUT APPROVAL OF THE LANDSCAPE ARCHITECT.
- 4. ALL CONSTRUCTION SHALL CONFORM TO CITY, COUNTY, STATE, AND FEDERAL REQUIREMENTS. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO ENSURE THAT ALL IRRIGATION EQUIPMENT MEETS GOVERNMENT REGULATIONS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS OR APPROVALS.
- 5. THIS PLAN IS SCHEMATIC AND DUE TO THE NATURE OF CONSTRUCTION SLIGHT FIELD MODIFICATIONS MAY BE NECESSARY TO IMPLEMENT PLAN.
- 6. IRRIGATION SYSTEMS CONNECTED TO POTABLE WATER SUPPLY, SHALL HAVE A BACKFLOW PREVENTER INSTALLED.
- 7. IRRIGATION LATERAL LINES, MAIN LINES AND EQUIPMENT MAY BE SHOWN OUTSIDE PROPERTY LINES ON THIS PLAN. ALL IRRIGATION LINES AND EQUIPMENT ARE TO BE WITHIN AND INSTALLED WITHIN THE LIMITS OF THE PROPERTY LINE.
- 8. ALL IRRIGATION SLEEVING TO BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR. ELECTRICAL WIRES FOR IRRIGATION VALVES AND IRRIGATION LINES ARE TO BE PLACED IN SEPARATE SLEEVES. SEE SLEEVING DETAIL.
- 9. SUPPLY LINE AND WATER METER TO BE PROVIDED BY OWNER. BACKFLOW PREVENTOR TO BE PROVIDED BY IRRIGATION CONTRACTOR. IRRIGATION CONTRACTOR'S POINT OF CONNECTION TO BEGIN DOWNSTREAM OF THE IRRIGATION WATER METER.

IRRIGATION LEGEND

COMPONENT	NOTATION	SIZE / NOTES
POINT OF CONNECTION PROVIDED BY OTHERS	HUNTER	3/4"
IRRIGATION CONTROLLER	PEBICO (OR EQUAL)	Smart Controller
BACKFLOW PREVENTION DEVICE	HUNTER	3/4" / Pressure Protection Required
MASTERY VALVE ASSEMBLY	HUNTER	3/4"
MAINLINE	8in-10in PVC	3/4"
ELECTRIC ZONE VALVE	HUNTER	3/4"
SLEEVES	Class 200 PVC	2 SIZES LARGER THAN PIPE TO BE SLEEVED.
Drip Line, Tree Net/Pin Rings	Class 200 PVC	
Drip Line, Shrub Drip Emulor Line	Polyline	
NETAPHY SPIRAL TREE IRRIGATION	RAINBIRD	SEE DETAIL

Size Equipment as Required for Flow Rate

The Planning Commission has the following options:

1. **Approval** of case SUP-22-59, with reasons stated in the motion, granting the requested Special Use Permit
2. **Approval with Conditions** for case SUP-22-59,
3. **Deny** the request of case SUP-22-59 with reasons and conditions.

If the Planning Commission votes to approve this application, staff recommends that the following conditions of approval be imposed:

1. Applicant must abide by all local & state ordinances and regulations prior to becoming open to the public for business.
2. Any change in use or business for the subject property will be required to obtain a different Special Use Permit as per City Ordinance 2007-04.
3. Applicant shall make no substantial changes in plans without Planning and Zoning Commission Approval.
4. By accepting approval of this Special Use Permit, Applicant agrees to comply in a timely manner with standards and conditions set. Failure to comply may lead to Court enforcement.
5. Applicant must obtain any necessary NMDOT permit approvals prior to becoming open to the public for business.
6. Applicant must obtain Conditional Approval Letter from City Fire Review Official in order to submit Building Permit -Tenant Improvement Plan.

AGENDA ITEM NO. 2

CITY OF SUNLAND PARK PLANNING AND ZONING

Meeting Date: 08/24/2022

Submitted By:

Juan Crosby- Planner

Subject: SUBD-PRE-22-85:

The applicant Mr. Roberto Talamas is requesting recommendation of approval for a Subdivision Preliminary Plat named Sun River Estates consisting of approximately 62.87 acres located in Sunland Park, NM on the Southwest corner of Girl Scout Lane & Frontera Rd (Parcel ID: R1603765 and R1600239). Subdivision will approximately consist of 224 Residential Lots and 2 Open Space Parks.

Background:

- A) 10-28-2021: P&Z Hearing ZO-21-03 Applicant pulled rezone application from RE to R1 and R2 to try to work with city in pathway forward to develop.
 - B) 01-27-2022 Applicant submitted a preliminary plat application under RE Zoning Development Standards. Applicant decided not to pursue rezoning.
 - C) 2021: CoSP City Staff met with EP City Staff over video conference. EP Staff would not like to see increased traffic from subdivision proposed size on Frontera Rd.
-

Recommendation: Approve with conditions: 1) Abide by City Title 11 Subdivision Ordinance and 2015 IFC
2) Any significant changes to the Plat will require P&Z Approval.

DRT Comments:

CED: Provide Opening points at Southwest corner for future connectivity points to increase response time of first responders.

FIRE: All development will abide by 2015 IFC. During subdivision plan phase fire will approve fire hydrant locations.

CRRUA: Capacity is available, applicant will have to work with CRRUA to coordinate development phase once plans are available.

PW: Traffic Study Required and On-Call Engineers to provide update to city staff on impact.

Preliminary Plat Case Report

Case No. SUBD-PRE-22-85

Subject Property: 990 FRONTERA RD Sunland Park, NM

Project Name: Sun River Estates Subdivision

Subdivision: Neighborhood Ranch Del Rio

Account # R1600239 & R1603765

Zoning: RE

Parcel ID: 4-018-169-494-320 & 4-019-169-023-431

Legal Description: **Applicant:** S: 1 T: 29S R: 3E BRM 34 TR 5 BRM 34 TR 6 & Subd: PLAT OF SURVEY 30.237 ACRE PARCEL (BK 20 PG 197 - 0237179) S: 6 T: 29S R: 4E

Applicant Representative : Roberto Talamas

Property Owner: Frontera RR Ranch LLC

Planning Commission Hearing Date: 08-24-2022

Applicable Sections of City's Code:

- [§ Title 2-Chapter 1 Planning & Zoning Commission](#)
- [§ Title 11- Chapter 1 through 7 Subdivision Regulations](#)
- [§ Title 10 Chapter 5A Sections 1 through 7 RE Rural Estate District](#)

I. Site Data

Number of Lot: 224

Subdivision Size: 62.87 Acres

Open Space Park: 2

Direction	Zoning	Existing Land Use
North	R1 MF TC	Mixed Residential
East	R1 MF TC	Mixed Residential
South	RE	Rural Estate
West	NA	Not Zoned (Rio Grand River)

II. RE Rural Estate District (10-5A-4 Area Requirements)

A. Minimum Lot Area: Six thousand feet (6,000').

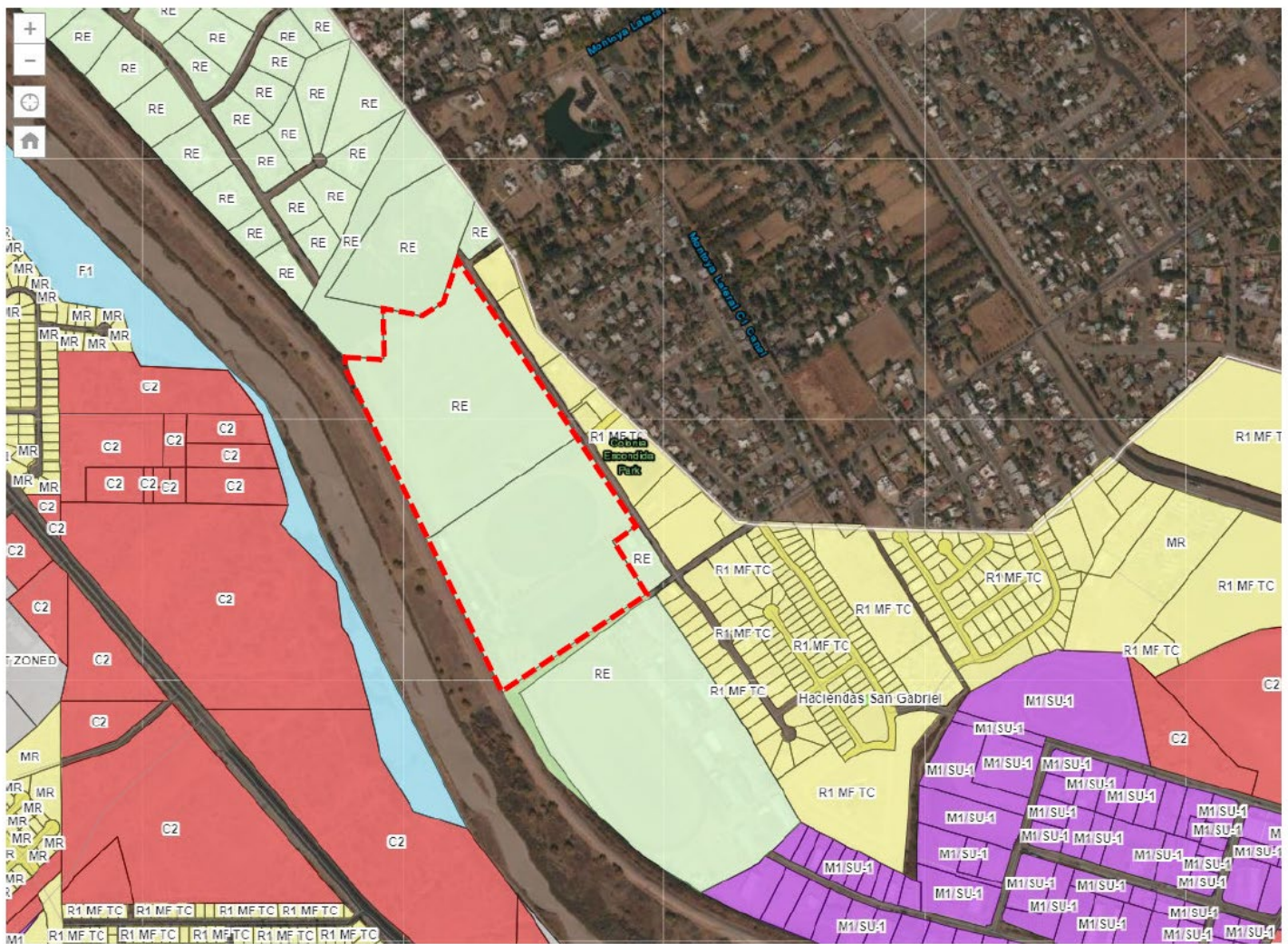
B. Minimum Yards:

1. Front: Twenty feet (20').


2. Side: Five feet (5').

3. Rear: Fifteen feet (15'). (Ord. 1985-03, 4-16-1985)

III. Sunland Park Zoning Map



Legend

 Sun River Estates Subdivision

Preliminary Plat – Sun River Estates



Aerial View: Sun River Estate (Yellow Area)



The Planning Commission has the following options:

1. **Approval** of case **SUBD-PRE-22-85**, with reasons stated in the motion, recommending approval of the requested preliminary plat
2. **Approval with Conditions** for case **SUBD-PRE-22-85**
3. **Deny** the request of case **SUBD-PRE-22-85** with reasons and conditions.

If the Planning Commission votes to approve this application, staff recommends that the following conditions of approval be imposed:

- 1) Must abide by City Title 11 Subdivision Ordinance and 2015 IFC
- 2) Any significant changes to the Plat will require P&Z Approval.
- 3) Must abide by all State and Federal Environmental Regulations.

Appendix 1: Public Notice Letter - Certified Mail Receipt

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4024 LA ADELITA DR
EL PASO, TX 79922-2312

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COLONIA ESCONDIDA ASSOCIATION INC
PO BOX 13228
EL PASO, TX 79913-3228

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2901 GIRL SCOUT
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5524 EMERALD VIEW DRIVE
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GONZALEZ MARK ANTHONY
3413 QUANAH PLACE
EL PASO, TX 79936

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FRONTERA TRAINING CENTER LLC
221 N KANSAS ST STE 2101
EL PASO, TX 79901

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SCOTTO ROSALBA MICHAEL
736 GARY LN
EL PASO, TX 79922-2206

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YBANEZ RICHARD R
3170 GIRL SCOUT LN
SUNLAND PARK, NM 88063-9203

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751 GARY LANE
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751 GARY LN
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PIONEERS ASSOC OF EL PASO COUNTY
416 BEDFORD RD
EL PASO, TX 79922-1204

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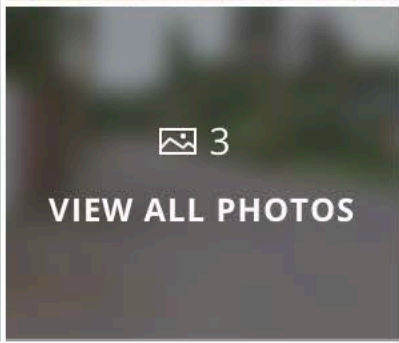
GONZALEZ LUIS MARTIN JR
404 LA ADELITA DRIVE
EL PASO, TX 79922

Appendix 2: Posted Notice Sign



Sunland Park residents feel city not transparent about approved development project

by Nasya Mancini | Wednesday, August 31st 2022



Intersection of Girl Scout and Frontera Road (credit: KFOX14/CBS4)



SUNLAND PARK, N.M. (KFOX14/CBS4) — A controversial new residential development in Sunland Park was denied last week, is now approved.

Neighbors on the Texas side aren't happy about it.

Neighbors in this Sunland Park community said the city hasn't been straightforward with its intentions to build a new 224 new home subdivision in the area.

"They're not being forthcoming with us at all," said John Watzling a

Rezoning of Sunland Park neighborhood sparks concerns

by FIDEL MORENO-MEZA | Wednesday, August 24th 2022



Public meeting sign on property (CBS4/KFOX14)



SUNLAND PARK, N.M (KFOX14) — Residents of a Sunland Park neighborhood are concerned about a new development that aims to bring hundreds of homes to their area.

Frontera Road and Girl Scout Lane in Sunland Park, New Mexico are currently classified as rural residential, but the current land owners are trying to rezone the land to single family residential. It's a move



Legislation Text

File #: 22-1187, 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.
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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 recognizing the Ysleta Independent School District for being the only A-rated district among the City of El Paso's largest districts.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: Tuesday, September 13, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Henry Rivera, District 7- 915.212.0007

DISTRICT(S) AFFECTED: District 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 recognizing the Ysleta Independent School District for being the only "A"-rated district among the City of El Paso's largest districts.

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?

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer? N/A

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

RESOLUTION

WHEREAS, on Monday, August 15, 2022, the Ysleta Independent School District earned an “A” rating for overall academic performance from the Texas Education Agency for the 2021-2022 school year; and

WHEREAS, Ysleta ISD received 98 percent of its campuses earning top ratings of either “A” or “B” for their educational programs; and

WHEREAS, Ysleta ISD is the only “A”-rated district among the city of El Paso’s largest districts; and

WHEREAS, of the nearly 1,200 public school districts in Texas that were rated this year, Ysleta ISD was among only 396 to receive an “A” rating for its performance in three domains: student achievement, school progress and closing the gaps; and

WHEREAS, of the 8,451 campuses rated this year, only about 28 percent – or 2,356 schools – earned an “A” rating from TEA; and

WHEREAS, in Ysleta ISD, 54% of campuses earned an “A” rating, including the following 28 campuses: Ysleta Pre-K Center, Alicia R. Chacon International School, Desertaire Elementary School, Del Norte Heights Elementary School, Dolphin Terrace Elementary School, Del Valle Elementary School, Edgemere International School, Eastwood Heights Elementary School, Eastwood Knolls International School, East Point Elementary School, Glen Cove Elementary School, Mission Valley Elementary School, North Star Elementary School, Pebble Hills Elementary School, Ramona Elementary School, REL Washington International School, Sageland Elementary School, Scotsdale Elementary School, Tierra del Sol Elementary School, Thomas Manor Elementary School, Vista Hills Elementary School, Rio Bravo Middle School, Del Valle High School, Hanks High School, Valle Verde Early College High School, Young Women’s Leadership Academy, Plato Academy and Tejas School of Choice.

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

1. Recognizes the Ysleta Independent School District for being the only “A”-rated district among the City of El Paso’s largest districts; and
2. Recognizes Ysleta ISD Superintendent Dr. Xavier De La Torre, the Ysleta ISD Board of Trustees and all faculty, staff, students and parents for a successful 2021-2022 school year. Congratulations!

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:

Danielle Escontrias
Danielle Escontrias
Assistant City Attorney



Legislation Text

File #: 22-1196, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

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All Districts

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

AGENDA LANGUAGE:

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

Discussion and action to recognize the week of September 12th to September 16th as 2022 Disability Voting Rights Week.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: September 13, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 915-212-0002

DISTRICT(S) AFFECTED: All

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 to recognize the week of September 12th to September 16th as 2022 Disability Voting Rights Week.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

N/A

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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

RESOLUTION

WHEREAS, in July people with disabilities and their supporters celebrated the 32nd anniversary of the Americans with Disabilities Act (ADA); and

WHEREAS, there are over 61 million people with disabilities of all ages living in communities throughout the United States; and

WHEREAS, the disability community has a critical interest in policies enacted at local, state, and national levels that affect the integration of people with disabilities, young and old, into our communities; and

WHEREAS, getting the disability community involved in influencing public policies is essential if these policies are to meet the real needs of people with disabilities that live in the community; and

WHEREAS, nonpartisan voting is one way for the disability community to exert their influence at local, state and national elections; and

WHEREAS, there are multiple efforts to organize people with disabilities and our allies around the issue of voting; and

WHEREAS, REV UP, “Register! Educate! Vote! Use your Power!” is an effort to encourage state and local disability communities to organize voting coalitions; and

WHEREAS, members of the national disability rights community are organizing a DISABILITY VOTING RIGHTS WEEK (DVRW) that will span from September 12 to September 16, 2022; and

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

That the City of El Paso is proud to support the growing involvement of the disability community in the nonpartisan political process and recognizes the week of September 12th to September 16th as 2022 Disability Voting Rights Week (DVRW).

(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



Legislation Text

File #: 22-1197, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

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All Districts

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

AGENDA LANGUAGE:

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

Discussion and action to recognize September 18 - 24 as the American Library Association's Banned Books Week.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: September 13, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 915-212-0002

DISTRICT(S) AFFECTED: All

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 to recognize September 18 - 24 as the American Library Association's Banned Books Week.

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?

In 1982, the annual celebration of Banned Books Week was launched by the Office of Intellectual Freedoms, the American Library Association, and the publishing community in order to fight against censorship and celebrate the freedom to read.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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

RESOLUTION

WHEREAS, in 1982, the annual celebration of Banned Books Week was launched by the Office of Intellectual Freedoms, the American Library Association, and the publishing community in order to fight against censorship and celebrate the freedom to read; and

WHEREAS, Banned Books Week is celebrated in order to highlight current and historical attempts to censor books in libraries and schools, while also celebrating the freedom to choose as well as the freedom to express one's opinion even if that viewpoint may be deemed unconventional; and

WHEREAS, Texas state officials in leadership positions last year begun questioning books and reading materials in public schools, particularly those relating to race and sexuality, including Pulitzer Prize-winning books and authors, and

WHEREAS, the books that are being questioned tell the stories of people of color and are the stories of the marginally oppressed, which should be included in the education of all people; and

WHEREAS, we should recognize that the power of words and books is used to open the eyes and the world of younger generations, by starting conversations and outlining the perspectives of different groups and individuals, and Banned Books Week was established to acknowledge this fact and celebrate the stories that officials in our state are trying to silence; and

WHEREAS, the City of El Paso has committed to building a truly equitable community by guaranteeing every citizen has the freedom to read and have access to diversity and information, and YWCA El Paso del Norte Region's mission is to eliminate racism, empower women, and promote peace, justice, freedom, and dignity for all; and

WHEREAS, YWCA El Paso del Norte Region and the City of El Paso have partnered to create Banned Books sections in all City of El Paso Public Libraries, ensuring all community members have access to stories that represent them, and that citizens are encouraged to embrace diversity by reading stories about communities other than their own; and

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

Recognizes September 18 - 24 as the American Library Association's Banned Books Week.

(Signatures on the following page)

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:

Danielle Escontrias

Danielle Escontrias
Assistant City Attorney



Legislation Text

File #: 22-1140, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7

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 Council declares that the expenditure of District 7 discretionary funds in an amount not to exceed \$2,082.00 to be used at the Sylvia Carreon Recreation Center Multi-Purpose grand room for window improvements serves a municipal purpose of enhancing the quality of life through recreational, cultural, and educational environments for El Paso residents.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: Tuesday, September 13, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Henry Rivera, District 7- 915.212.0007

DISTRICT(S) AFFECTED: District 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 Council declares that the expenditure of District 7 discretionary funds in an amount not to exceed \$2,082.00 to be used at the Sylvia Carreon Recreation Center Multi-Purpose grand room for window improvements serves a municipal purpose of enhancing the quality of life through recreational, cultural, and educational environments for El Paso residents.

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?

Some of the windows at the Sylvia A. Carreon Community Center, on the South side of the center, were tinted, but not the windows of the Multi-purpose Grand Room. Several community meetings and leisure classes take place in the Multi-purpose Grand Room.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Yes, District offices use Discretionary funds to a variety of projects throughout the City.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer? N/A

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

RESOLUTION

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

That the City Council declares that the expenditure of District 7 discretionary funds in an amount not to exceed \$2,082.00 to be used at the Sylvia Carreon Recreation Center Multi-Purpose grand room for window improvements 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.

APPROVED this ____ day of September, 2022.


THE CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Karla Muñoz
Assistant City Attorney



Legislation Text

File #: 22-1162, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Streets and Maintenance, Richard Bristol, (915) 212-0151

AGENDA LANGUAGE:

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

Update on the Streets and Maintenance Pothole Patching Program.

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

DEPARTMENT: Streets and Maintenance

AGENDA DATE: September 13, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Richard Bristol, Director, 212-0151

DISTRICT(S) AFFECTED: ALL

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

SUBJECT:

Management Update: Streets and Maintenance Department Pothole Patching Update

BACKGROUND / DISCUSSION:

Update on the pothole patching program.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:

Richard Bristol

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



Legislation Text

File #: 22-1160, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Presentation and discussion on El Paso Animal Services Animal Protection Officers.

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

AGENDA DATE:
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

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.

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?

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:
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

Lory K Keeshull

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



Legislation Text

File #: 22-1171, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

An Ordinance amending Title 13 (Streets, Sidewalks and Public places), Chapter 13.34 (Picketing), Section 13.34.010 (Definitions) to delete and reserve; Chapter 13.34 (Picketing), Section 13.34.020 (Notice of intent to picket) to add exceptions and spontaneous events; Chapter 13.34 (Picketing), Section 13.34.030 (Receipt of notification) to delete and reserve; Chapter 13.34 (Picketing), Section 13.34.040 (Picketing regulations) to delete and reserve; Chapter 13.34 (Picketing), Section 13.34.050 (Violation) to delete and reserve; Chapter 13.36 (Parades and Public assemblies) to amend chapter title to 'Parades;' Chapter 13.36 (Parades and Public assemblies) Section 13.36.010 (Definitions) to delete 'demonstration' and 'public assembly' from definitions; Chapter 13.36 (Parades and Public assemblies), Section 13.36.020 (Permit required) to add spontaneous event exception; Chapter 13.36 (Parades and Public assemblies), Section 13.36.100 (Violation - penalty) to remove the term 'public assembly' from violations; Chapter 13.38 (Special events), Section 13.38.020 (Definitions) to remove picketing, demonstrating, parades, and public assembly from the definition of 'special events'; the penalty as provided in Section 13.36.100 and 13.38.110 of the City Code.

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

AGENDA DATE: 9/13/22

PUBLIC HEARING DATE: 09/27/2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Peter Pacillas, 915-212-4308

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2-Set the Standard for a Safe and Secure City

SUBGOAL: 2.1-Maintain standing as one of the nation's top safest cities.

SUBJECT:

An Ordinance amending Title 13 (Streets, Sidewalks and Public places), Chapter 13.34 (Picketing), Section 13.34.010 (Definitions) to delete and reserve; Chapter 13.34 (Picketing), Section 13.34.020 (Notice of Intent to picket) to add exceptions and spontaneous events; Chapter 13.34 (Picketing), Section 13.34.030 (Receipt of Notification) to delete and reserve; Chapter 13.34 (Picketing), Section 13.34.040 (Picketing Regulations) to delete and reserve; Chapter 13.34 (Picketing), Section 13.34.040 (Picketing Regulations) to delete and reserve; Chapter 13.36 (Parades and Public Assemblies) to amend Chapter title to 'Parades;' Chapter 13.36 (Parades and Public Assemblies) section 13.36.010 (Definitions) to delete 'Demonstration' and 'Public Assembly' from definitions; Chapter 13.36 (Parades and Public Assemblies), Section 13.36.020 (Permit Required) to add spontaneous event exception; Chapter 13.36 (Parades and Public Assemblies), Section 13.36.100 (Violation-Penalty) to remove the term 'Public Assembly' from violations; Chapter 13.38 (Special Events), Section 13.38.020 (Definitions) to remove picketing, demonstrating, parades and public assembly from the definitions of 'Special Events'; the penalty as provided in Section 13.36.100 and 13.38.110 of the city code.

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

Posting for First Reading

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT: City Attorney's Office

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

DEPARTMENT HEAD: Chief Gregory K. Allen



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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 13 (STREETS, SIDEWALKS AND PUBLIC PLACES), CHAPTER 13.34 (PICKETING), SECTION 13.34.010 (DEFINITIONS) TO DELETE AND RESERVE; CHAPTER 13.34 (PICKETING), SECTION 13.34.020 (NOTICE OF INTENT TO PICKET) TO ADD EXCEPTIONS AND SPONTANEOUS EVENTS; CHAPTER 13.34 (PICKETING), SECTION 13.34.030 (RECEIPT OF NOTIFICATION) TO DELETE AND RESERVE; CHAPTER 13.34 (PICKETING), SECTION 13.34.040 (PICKETING REGULATIONS) TO DELETE AND RESERVE; CHAPTER 13.34 (PICKETING), SECTION 13.34.050 (VIOLATION) TO DELETE AND RESERVE; CHAPTER 13.36 (PARADES AND PUBLIC ASSEMBLIES) TO AMEND CHAPTER TITLE TO 'PARADES;' CHAPTER 13.36 (PARADES AND PUBLIC ASSEMBLIES) SECTION 13.36.010 (DEFINITIONS) TO DELETE 'DEMONSTRATION' AND 'PUBLIC ASSEMBLY' FROM DEFINITIONS; CHAPTER 13.36 (PARADES AND PUBLIC ASSEMBLIES), SECTION 13.36.020 (PERMIT REQUIRED) TO ADD SPONTANEOUS EVENT EXCEPTION; CHAPTER 13.36 (PARADES AND PUBLIC ASSEMBLIES), SECTION 13.36.100 (VIOLATION – PENALTY) TO REMOVE THE TERM 'PUBLIC ASSEMBLY' FROM VIOLATIONS; CHAPTER 13.38 (SPECIAL EVENTS), SECTION 13.38.020 (DEFINITIONS) TO REMOVE PICKETING, DEMONSTRATING, PARADES, AND PUBLIC ASSEMBLY FROM THE DEFINITION OF 'SPECIAL EVENTS'; THE PENALTY AS PROVIDED IN SECTION 13.36.100 AND 13.38.110 OF THE CITY CODE.

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

Section 1. That Title 13 (Streets, Sidewalks and Public Parades), Chapter 13.34 (Picketing), Section 13.34.010 (Definitions), is hereby deleted and reserved:

Section 13.34.010 – RESERVED.

Section 2. That Title 13 (Streets, Sidewalks and Public Parades), Chapter 13.34 (Picketing), Section 13.34.020 (Notice of Intent to Picket), is hereby amended to read as follows:

Section 13.34.020 Notice of intent to picket, Exceptions.

- A. It shall not be an offense to picket on a City street, sidewalk, or other public way, or in a City park, without having provided notice.
- B. The organizer of a picket that the organizer knows, or should reasonably know will be attended by a group of twenty-five or more individuals shall give notice of intent to picket to the chief of police or his designee at least seventy-two hours before the

ORDINANCE NO. _____

22-1026-12056 | PL#1194566v.3/EG

TITLE 13.34 – Picketing; 13.36 Parades and Public Assemblies; 13.38 – Special Events (CLEAN)

beginning of the picket. The notice of intent to picket shall include the following information:

1. The name, address and contact telephone number for the organizer of the picket;
 2. The name, address and contact telephone number of the person giving notice of intent to picket if different from the organizer;
 3. The name of the organization or group sponsoring the picket;
 4. The location where the picket is to take place;
 5. The date and time the picket will begin and end; and
 6. The anticipated number of participants, and the basis on which this estimate is made.
- C. The chief of police shall develop a procedure by which individuals will give notice of intent to picket under this chapter, to include instructions as to where such notices are filed. Such policy shall be on file at police department headquarters and at the offices of the city clerk and the permit official designated to issue permits under Chapters 13.28, 13.32 and 13.36 of this code, and shall be made available to the public.
- D. A notice of intent to picket is not required to be given for picketing by a group of less than twenty-five individuals.
- E. A notice of intent to picket is not required for a spontaneous event for which an attendee or event organizer cannot provide the level of advance notice required by this chapter, such as an event occasioned by recent news or current affairs, that is conducted solely on city right-of-way or parkland. A spontaneous event is subject to other laws. To help ensure public safety, an organizer of a spontaneous event is not required to, but is encouraged to, notify the El Paso Police Department of the date, time, place, and an estimate of the approximate number of persons who will be participating.

Section 3. That Title 13 (Streets, Sidewalks and Public Parades), Chapter 13.34 (Picketing), Section 13.34.030 (Receipt of Notification), is hereby deleted and reserved:

Section 13.34.030 – RESERVED.

Section 4. That Title 13 (Streets, Sidewalks and Public Parades), Chapter 13.34 (Picketing), Section 13.34.040 (Picketing regulations), is hereby deleted and reserved:

Section 13.34.040 – RESERVED.

Section 5. That Title 13 (Streets, Sidewalks and Public Parades), Chapter 13.34 (Picketing), Section 13.34.050 Violation), is hereby deleted and reserved:

Section 13.34.050 – RESERVED.

Section 6. That Title 13 (Streets, Sidewalks and Public Places), Chapter 13.36 (Parades and Public Assemblies) title be amended to Chapter 13.36 Parades, Section 13.36.010 (Definitions), shall hereby be amended to read as follows:

ORDINANCE NO. _____

22-1026-12056 | PL#1194566v.3/EG

TITLE 13.34 – Picketing; 13.36 Parades and Public Assemblies; 13.38 – Special Events (CLEAN)

Chapter 13.36 Parades

Section 13.36.010 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Appeals official" means the city manager or a deputy city manager as designated by the city manager.

"Arterial" means a public right-of-way designated on the city's official major thoroughfare plan that has a minimum right-of-way width of seventy feet for the purpose of carrying more traffic volume than a local street.

"Event" means the collective reference to a parade, demonstration or public assembly.

"Parade" means an athletic event, march, pageant, procession or other similar activity consisting of persons, animals, vehicles or things, or any combination thereof, that disrupts the normal flow of traffic upon any public roadways or utilizes the appropriate areas within a city-controlled park. The length and route of a parade shall be as approved in accordance with the requirements of this chapter, provided however, a parade consisting solely of moving vehicles may not utilize more than six miles of city roadways, excluding any staging, pre-parade assembly or disbanding areas. A funeral procession is not a parade.

"Peak traffic hours" means between the hours of seven a.m. and nine a.m. and four p.m. and six p.m. on Monday through Friday, except legal holidays.

"Permit official" means the person or persons designated by the city manager as being responsible for issuing permits under this chapter. The city manager may designate different persons as the permit official for different categories of permitted events and for different facilities or locations.

"Roadway" means the paved area of a street between the face of the curb lines, including the driving and parking lanes, which is provided for the movement of vehicles.

"Sidewalk" means that portion of the public right-of-way which is designated for the use and movement of pedestrians.

"Street" means that portion of public right-of-way improved, designed or ordinarily used for vehicular traffic.

Section 7. That Title 13 (Streets, Sidewalks and Public Places), Chapter 13.36 (Parades and Public Assemblies), Section 13.36.020 (Permit Required), shall hereby be amended to read as follows:

- A. No parade is permitted unless a permit allowing such activity has been obtained pursuant to this chapter.
- B. A permit is not required if the parade is a spontaneous event for which an attendee or event organizer cannot provide the level of advance notice required by this chapter, such as an event occasioned by recent news or current affairs. A spontaneous event is subject to other laws. To help ensure public safety, an organizer of a spontaneous event

ORDINANCE NO. _____

22-1026-12056 | PL#1194566v.3/EG

TITLE 13.34 – Picketing; 13.36 Parades and Public Assemblies; 13.38 – Special Events (CLEAN)

is not required to, but is encouraged to, notify the Permit Official and the El Paso Police Department of the date, time, place, and an estimate of the approximate number of persons who will be participating.

Section 8. That Title 13 (Streets, Sidewalks and Public Places), Chapter 13.36 (Parades and Public Assemblies), Section 13.36.100.A. shall hereby be amended to read as follows:

- A. It shall be unlawful to unreasonably hamper, obstruct, impede, or interfere with a parade, or with any person, vehicle, or animal participating or used in the parade, and any person violating any provision in this chapter shall, upon conviction, be guilty of a misdemeanor and punished as provided in Sections 1.08.010 through 1.08.030 of this code.

Section 9. That Title 13 (Streets, Sidewalks and Public Places), Chapter 13.38 (Special Events), Section 13.38.020 (Definitions), shall hereby be amended to read as follows:

Section 13.38.020 Definitions.

For the purpose of this Chapter, the words and phrases defined in the sections below shall have the meanings therein respectively ascribed to them by this Section:

- A. "Affected Person" means the property owner, property manager or tenant of each property abutting the portion of a public right-of-way to be closed.
- B. "Appeals Official" means the City Manager or the person designated by the City Manager as being responsible for hearing appeals to decisions made by the permit official.
- C. "Applicant" means any person, group, organization, or entity who seeks a special event permit from the permit official to conduct or sponsor a special event governed by this chapter. An applicant must be 18 years of age or older.
- D. "Permit Application Fee" means the fee to be paid by the applicant at the time the application is filed with the permit official, pursuant to the fee schedule established by resolution of the City Council.
- E. "Permit Official" means the person or persons designated by the City Manager as being responsible for issuing permits under this chapter.
- F. "Permittee" means any person or organization issued a special event permit by the permit official.
- G. "Private Property Event" means events conducted solely on private property and not requiring the use of any public right-of-way.
- H. "Public Right-of-Way" means any street, sidewalk, alley and/or easement dedicated to the public use, as further defined by Chapter 19.50 of this Code.
- I. "Site Map" means a map or diagram approximately to scale depicting the area to be closed or used in conjunction with the Special Event showing all fire lanes, booths, stages, portable toilets, trash containers, any other important features for the event, and any other materials the applicant intends to place within the area.

ORDINANCE NO. _____

22-1026-12056 | PL#1194566v.3/EG

TITLE 13.34 – Picketing; 13.36 Parades and Public Assemblies; 13.38 – Special Events (CLEAN)

- J. "Special Event" means any bazaar, block party, street dance, sidewalk sale, show, exhibition, festival, concert, celebration, or other event that requires the full or partial closure or occupation of a public right-of-way and is not classified as a film-making event, temporary event, or private property event as defined by other chapters of this Title.
- K. "Special Event Permit" means a permit issued under this chapter authorizing the conduct of a special event in accordance with its terms and conditions. A special event permit may be issued for a single event or for multiple dates of the same recurring event provided no changes are made to the site plan and all dates occur within twelve (12) months of permit issuance.
- L. "Temporary Traffic Control Plan" means a plan describing temporary traffic control measures through and around the special event site to be used for facilitating pedestrian and vehicular users during the event.

Section 10. That Title 13 (Streets, Sidewalks and Public Places), Chapter 13.38 (Special Events), Section 13.38.030.D. shall hereby be amended to read as follows:

Section 13.38.030 Permit Required.

- D. This Chapter shall not apply to the following events and activities, which are governed by other provisions of the El Paso Municipal Code:
 - 1. An event which occurs exclusively within a city park or facility (Section 13.24.030);
 - 2. A film-making event (Chapter 13.30);
 - 3. A temporary event (Chapter 13.32);
 - 4. A parade (Chapter 13.36);
 - 5. A private property event.

Section 11. Except as herein amended, Title 13 (Streets, Sidewalks and Public Places) of the El Paso City Code shall remain in full force and effect.

ORDINANCE NO. _____

22-1026-12056 | PL#1194566v.3/EG

TITLE 13.34 – Picketing; 13.36 Parades and Public Assemblies; 13.38 – Special Events (CLEAN)

ADOPTED this ____ day of _____, 2022.


CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Gregory Allen, Chief
El Paso Police Department

ORDINANCE NO. _____

22-1026-12056 | PL#1194566v.3/EG

TITLE 13.34 – Picketing; 13.36 Parades and Public Assemblies; 13.38 – Special Events (CLEAN)



Legislation Text

File #: 22-1166, 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, Armida R. Martinez, (915) 212-1605

AGENDA LANGUAGE:

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

An Ordinance vacating a 0.012 acre and 0.018 acre portions of City Right-of-way adjacent to a portion of Pioneer Plaza, Block 5 and all of Lot 28, Block 6, Mills Addition, City of El Paso, El Paso County, Texas.

Subject Property: 106 W Mills Ave.

Applicant: Mills Plaza Properties II, LP and Mills Plaza Parking II, LP, SURW22-00011

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

AGENDA DATE: September 13, 2022
PUBLIC HEARING DATE: September 27, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Armida R. Martinez, (915) 212-1605

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 0.012 acre and 0.018 acre portions of City Right-of-way adjacent to a portion of Pioneer Plaza, Block 5 and all of Lot 28, Block 6, Mills Addition, City of El Paso, El Paso County, Texas

Subject Property: 106 W Mills Ave.

Applicant: Mills Plaza Properties II, LP and Mills Plaza Parking II, LP, SURW22-00011

BACKGROUND / DISCUSSION:

City Plan Commission is scheduled for September 8, 2022. Notices were mailed to property owners within 200 feet on August 26, 2022. No communication in support or opposition regarding this request has been received.

"19.15.040.G of the City Code requires the applicant to pay the appraised market value for the vacated ROW. An appraisal was completed on June 25, 2022 providing a market value of \$46.00 per square foot. The estimated payment for the total requested area is \$25,000.00."

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 VACATING A 0.012 ACRE AND 0.018 ACRE PORTIONS OF CITY RIGHT-OF-WAY ADJACENT TO A PORTION OF PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS

WHEREAS, the abutting property owners have requested vacation of the City right-of-way located on a parcel of land being a 0.012 acre and 0.018 acre portion of City Right-of-Way adjacent to a portion of Pioneer Plaza, Block 5 and all of Lot 28, Block 6, Mills Addition, City of El Paso, El Paso County, Texas; and,

WHEREAS, after public hearing the City Plan Commission recommended that a 0.012 acre and 0.018 acre portion of City Right-of-Way adjacent to a portion of Pioneer Plaza, Block 5 and all of Lot 28, Block 6, Mills Addition, City of El Paso, El Paso County, Texas, should be vacated and the City Council finds that said portion of 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 a determination has been made that it is in the best interest of the public that the City Right-of-Way located on the property described as a 0.012 acre and 0.018 acre portion of City Right-of-Way adjacent to a portion of Pioneer Plaza, Block 5 and all of Lot 28, Block 6, Mills Addition, City of El Paso, El Paso County, Texas, and which is more fully described in the attached metes and bounds description, identified as Exhibits "A" and "B" and in the attached surveys identified as Exhibits "C" and "D" made a part hereof by reference is hereby vacated.

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 property to Mills Plaza Properties II, LP and Mills Plaza Parking II, LP.

ADOPTED this _____ day of _____, 20__.


THE CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etlwe, Director
Planning & Inspections Department

(Quitclaim Deed on following page)

EXHIBIT A



Souder, Miller & Associates ♦ One San Jacinto Plaza, 201 E. Main, Suite 1205 ♦ El Paso, TX 79912
(915) 842-0598

AUGUST 15, 2022

BEING A 0.012 ACRE PORTION OF THE RIGHT OF WAY ADJACENT TO A PORTION OF PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS

PREPARED FOR: FRANKLIN MOUNTAIN INVESTMENTS

METES AND BOUNDS DESCRIPTION

A CERTAIN PARCEL OF LAND BEING A PORTION OF A PUBLIC RIGHT OF WAY ADJACENT TO PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE, ALONG THE ARC OF A CURVE TO THE LEFT, WITH A DELTA ANGLE OF 79° 45' 04" AND A RADIUS OF 3.50 FEET FOR A DISTANCE OF 4.88 FEET, THE LONG CHORD OF WHICH BEARS N85°26'44"W FOR A DISTANCE OF 4.49 FEET TO AN ANGLE POINT OF THE RIGHT OF WAY;

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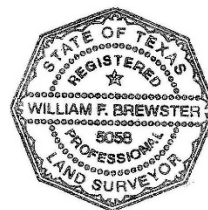
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LOT CONTAINING 512 Sq. Ft. OR 0.012 ACRES OF LAND MORE OR LESS.

EXHIBIT "A" SKETCH OF THE RIGHT OF WAY ACCOMPANIES THIS DESCRIPTION.

William F. Brewster



Engineering ♦ Environmental ♦ Geomatics

www.soudermiller.com

EXHIBIT B



Souder, Miller & Associates ♦ One San Jacinto Plaza, 201 E. Main, Suite 1205 ♦ El Paso, TX 79912
(915) 842-0598

AUGUST 12, 2022

BEING A 0.018 ACRE PORTION OF THE RIGHT OF WAY ADJACENT TO A PORTION OF PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS

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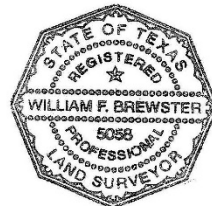
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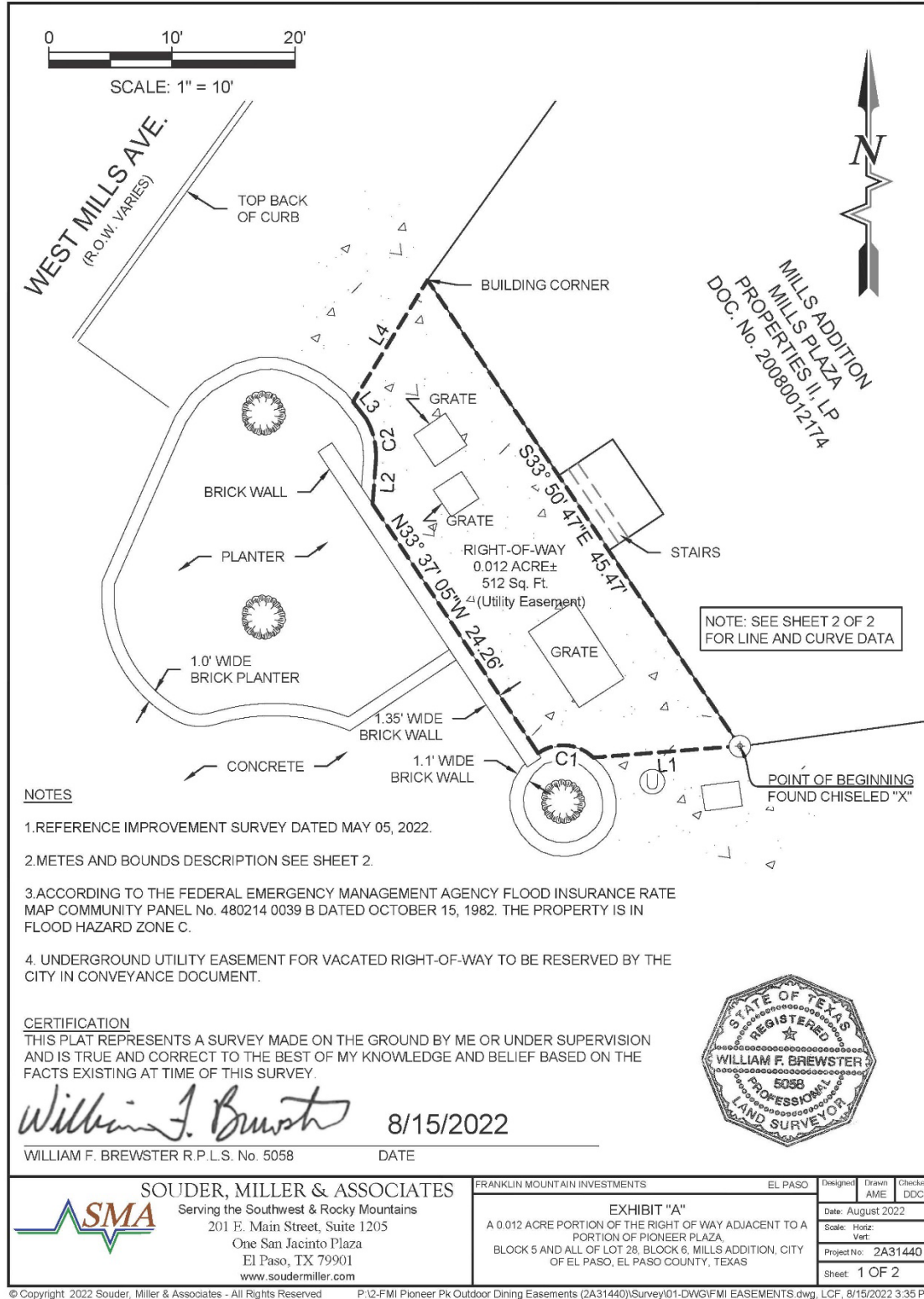
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Engineering ♦ Environmental ♦ Geomatics

www.soudermiller.com

EXHIBIT C




LINE TABLE

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 SOUDER, MILLER & ASSOCIATES Serving the Southwest & Rocky Mountains 201 E. Main Street, Suite 1205 One San Jacinto Plaza El Paso, TX 79901 www.soudermiller.com	FRANKLIN MOUNTAIN INVESTMENTS		EL PASO	Designed	Drawn	Checked
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		OF EL PASO, EL PASO COUNTY, TEXAS		Project No:	2A31440	
				Sheet:	2 OF 2	

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ORDINANCE NO.

ROW Vacation SURW22-00011

ROW Vacation SURW22-00011 22-1007-2952|1198889|
RTA

SCALE: 1" = 10'

FOUND CHISELED "X"

SHELDON COURT (R.O.W. VARIES)

(TIE) S12° 48' 40"E 33.94'

1.0' WIDE BRICK PLANTER

CONCRETE

GRATE

N78° 14' 36"E 65.78'

RIGHT-OF-WAY 0.018 ACRE± 789 Sq. Ft. (Utility Easement)

18.0' CANOPY

18.0' CANOPY

S78° 14' 36"W 65.78'

BUILDING LINE

BUILDING CORNER

N11° 45' 24"W 12.00'

18.0' CANOPY

BUILDING LINE

BUILDING CORNER

MILLS ADDITION MILLS PLAZA PARKING II, LP BK. 4168, PG. 400

NOTES

1. REFERENCE IMPROVEMENT SURVEY DATED MAY 05, 2022.
2. METES AND BOUNDS DESCRIPTION SEE SHEET 2.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 480214 0039 B DATED OCTOBER 15, 1982. THE PROPERTY IS IN FLOOD HAZARD ZONE C.
4. UNDERGROUND UTILITY EASEMENT FOR VACATED RIGHT-OF-WAY TO BE RESERVED BY THE CITY IN CONVEYANCE DOCUMENT.

CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

William F. Brewster 8/15/2022

WILLIAM F. BREWSTER R.P.L.S. No. 5058 **DATE**

STATE OF TEXAS REGISTERED WILLIAM F. BREWSTER 5058 PROFESSIONAL LAND SURVEYOR

SOUDER, MILLER & ASSOCIATES
Serving the Southwest & Rocky Mountains
201 E. Main Street, Suite 1205
One San Jacinto Plaza
El Paso, TX 79901
www.soudermiller.com

FRANKLIN MOUNTAIN INVESTMENTS EL PASO

EXHIBIT "A"
A 0.018 ACRE PORTION OF THE RIGHT OF WAY ADJACENT TO A PORTION OF PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS

Designed: AME Drawn: AME Checked: DDC
Date: August 2022
Scale: Horizontal: Vertical:
Project No: 2A31440
Sheet: 1 OF 1

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 II, 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 being a **0.012 ACRE PORTION OF CITY RIGHT-OF-WAY ADJACENT TO A PORTION OF PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS 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 _____, 20____.


CITY OF EL PASO:

ATTEST:

Tomás González, City Manager

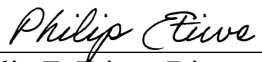
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Russel 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:

Mills Plaza Parking II, LP.
c/o Yolanda Giner
123 W Mills Ave. Ste. 600
El Paso, Texas 79901

EXHIBIT A



Souder, Miller & Associates ♦ One San Jacinto Plaza, 201 E. Main, Suite 1205 ♦ El Paso, TX 79912
(915) 842-0598

AUGUST 15, 2022

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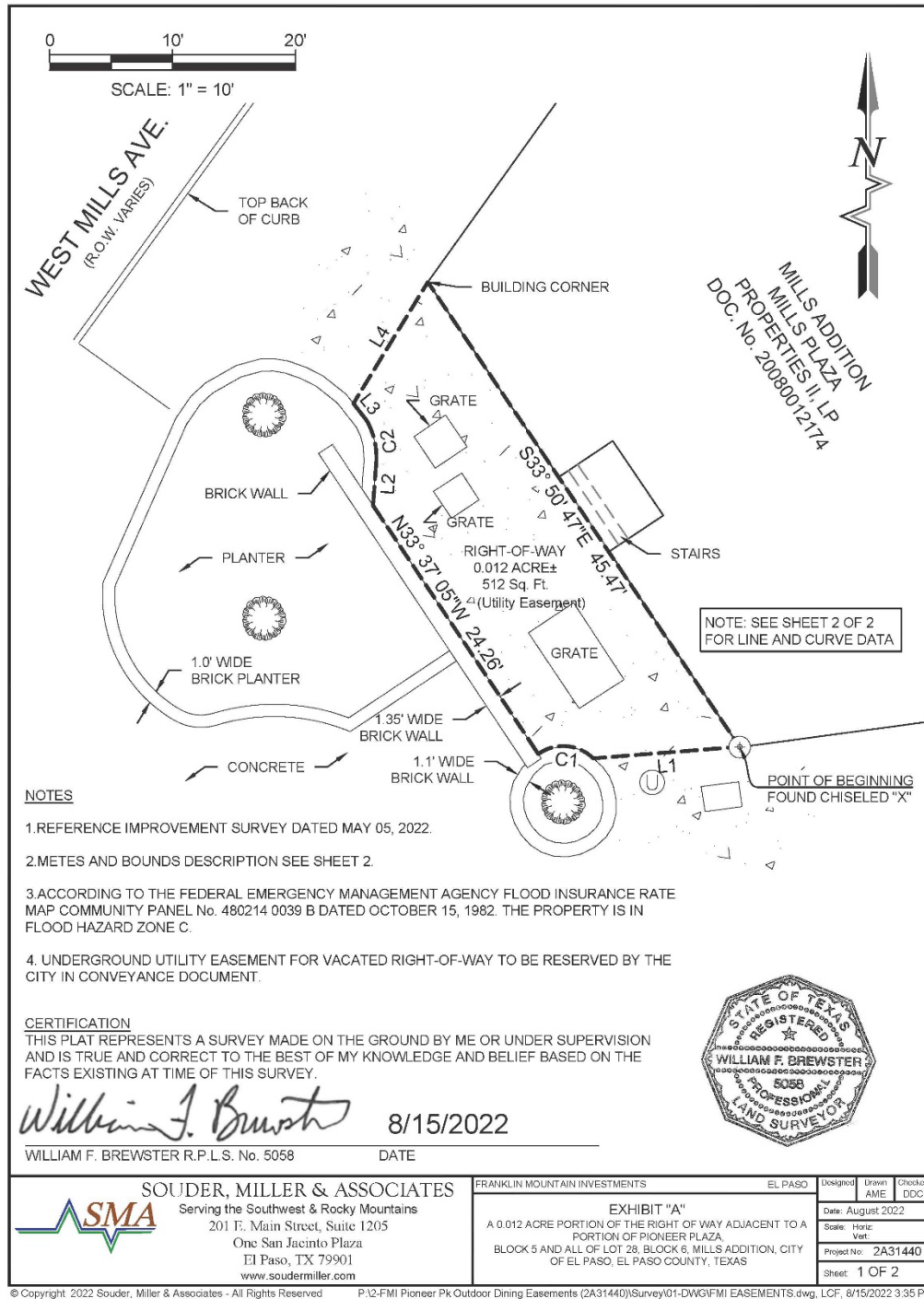
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ROW Vacation SURW22-00011

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Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Russel T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

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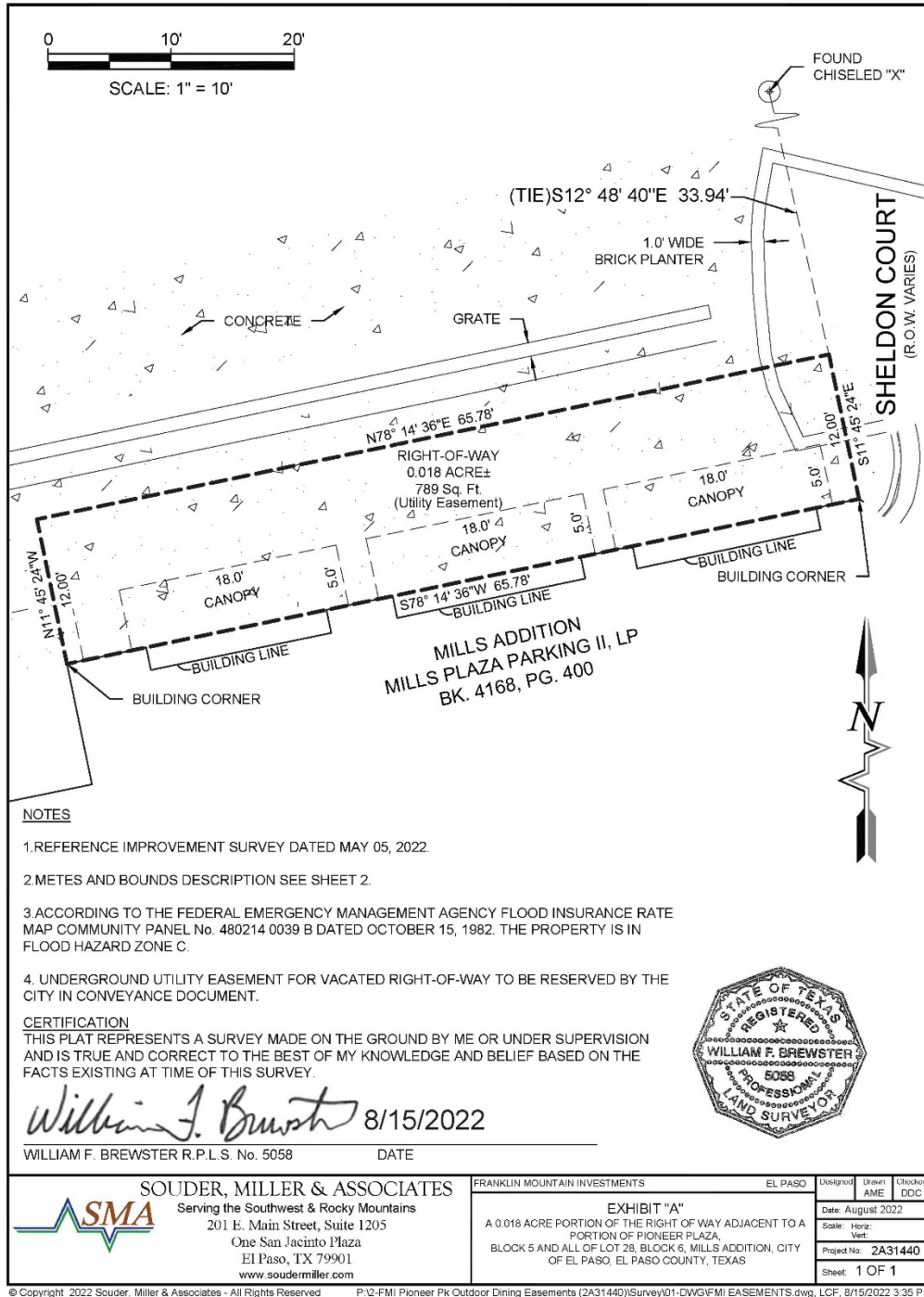
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EXHIBIT B



Sheldon Court Right-of-Way Vacation

City Plan Commission — September 8, 2022



CASE NUMBER/TYPE: SURW22-00011 –SHELDON COURT RIGHT-OF-WAY VACATION
CASE MANAGER: Armida R. Martinez, (915) 212-1605, martinezar@elpasotexas.gov
PROPERTY OWNER: Mills Plaza Parking II, LP and Mills Plaza Properties II, LP
REPRESENTATIVE: Franklin Mountain Investments
LOCATION: West of Oregon Street and South of Mills Avenue. (District 8)
PROPERTY AREA: 0.03 acres
ZONING DISTRICT(S): C-5/H (Commercial/Historic)
PUBLIC INPUT: No opposition received as of 08/30/2022

SUMMARY OF RECOMMENDATION: Staff recommendation is **PENDING** of Sheldon Court Right-of-Way (ROW)Vacation.

Sheldon Court ROW Vacation



Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant seeks to vacate portions of Sheldon Court located within Mills Addition Subdivision. The total area requested to be vacated is 0.03 acres in size. The applicant is vacating the right-of-way to create amenities that will serve the Plaza Hotel. A utility easement will be retained as all existing infrastructure and services is expected to remain.

CASE HISTORY/RELATED APPLICATIONS: N/A

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	C-5/NC/H (Commercial/Historic) / Commercial Development
South	C-5/H/sp (Commercial/Historic /special permit) / Parking lot; Commercial Development
East	C-5/NC/H (Commercial/Historic) / Commercial Development
West	C-5/H (Commercial/Historic) / Park
Nearest Public Facility and Distance	
Park	Pioneer Plaza Park
School	Triumph High School (.378 mi.)
Plan El Paso Designation	
G1, Downtown and O1, Preserve	
Impact Fee Service Area	
N/A	

PUBLIC COMMENT: Notices of the proposed right-of-way vacation were sent on August 26,2022 to all property owners within 200 feet of the subject property.

CITY PLAN COMMISSION OPTIONS:

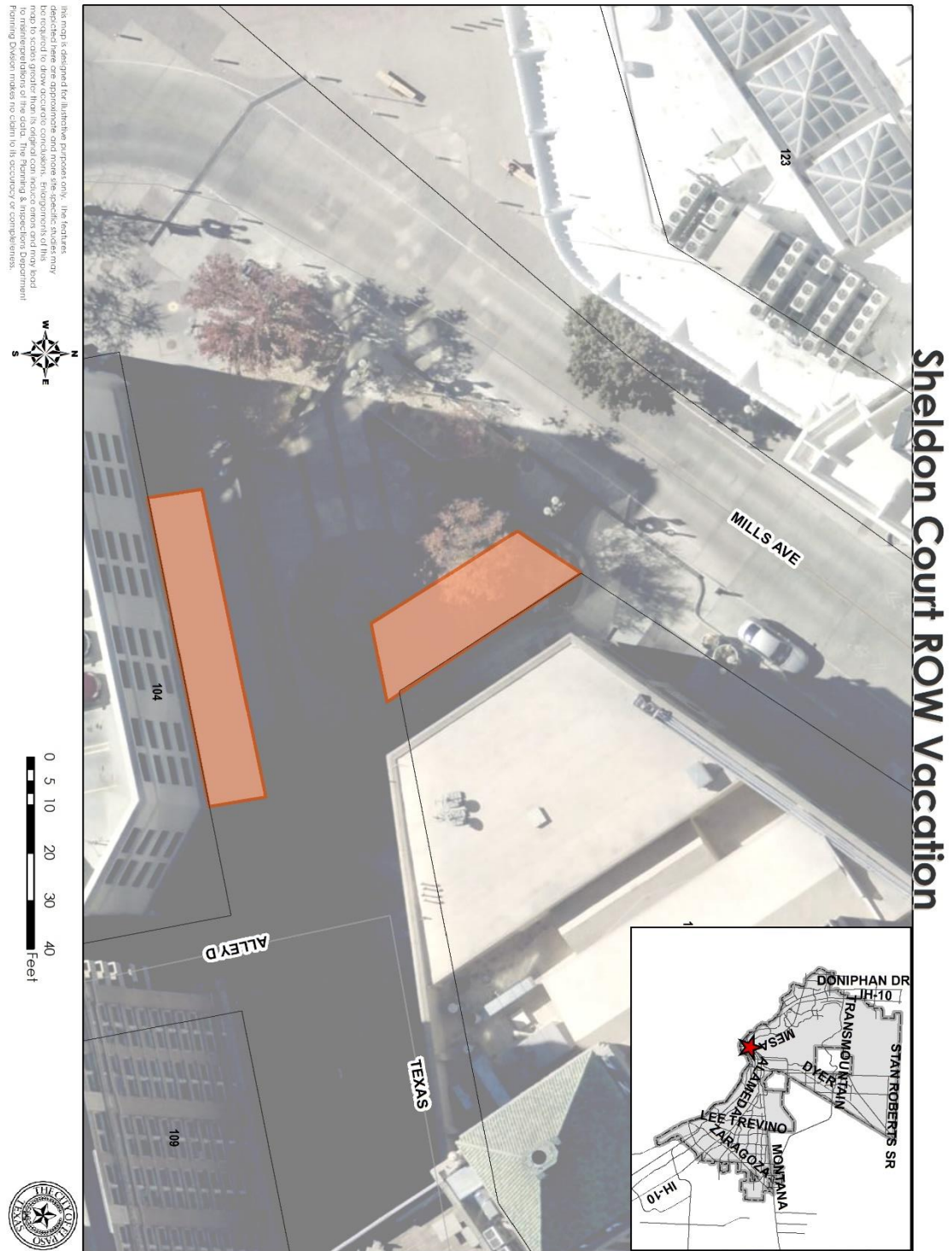
The City Plan Commission (CPC) has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

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.
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. Survey
5. Metes and Bounds Description
6. Application
7. Department Comments

ATTACHMENT 1



ATTACHMENT 2

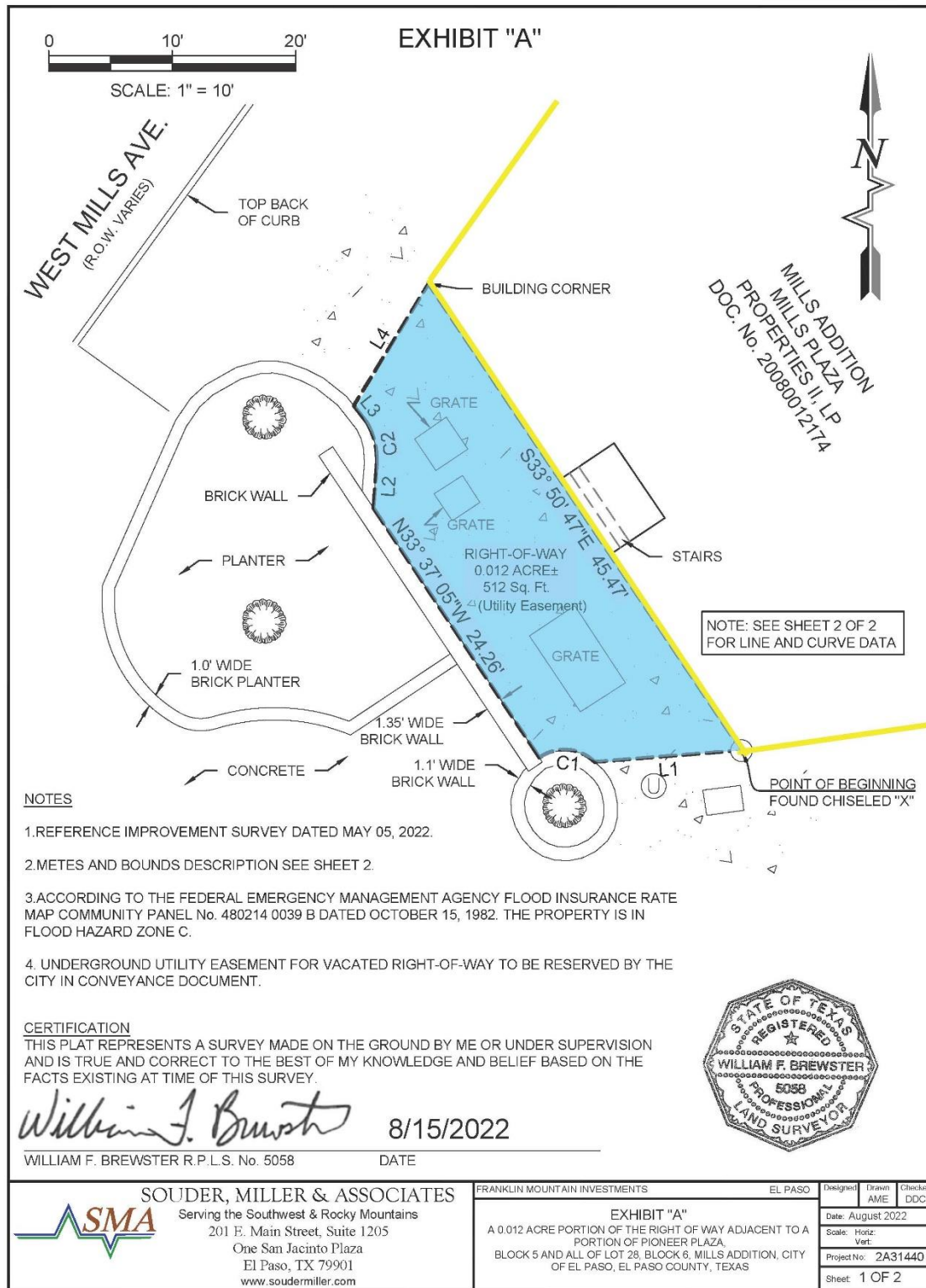



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				Date:	August 2022	
				Scale: Horiz:		
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				Project No:	2A31440	
				Sheet:	2 OF 2	

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ATTACHMENT 3



Souder, Miller & Associates ♦ One San Jacinto Plaza, 201 E. Main, Suite 1205 ♦ El Paso, TX 79912
(915) 842-0598

AUGUST 15, 2022

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THENCE N33°37'05"W A DISTANCE OF 24.26 FEET TO AN ANGLE POINT OF THE RIGHT OF WAY;

THENCE N4°17'31"E A DISTANCE OF 3.66 FEET TO AN ANGLE POINT OF THE RIGHT OF WAY;

THENCE, ALONG THE ARC OF A CURVE TO THE LEFT, WITH A DELTA ANGLE OF 31°56'12" AND A RADIUS OF 6.06 FEET FOR A DISTANCE OF 3.38 FEET, THE LONG CHORD OF WHICH BEARS N13°30'07"W FOR A DISTANCE OF 3.34 FEET TO AN ANGLE POINT;

THENCE N37°59'54"W A DISTANCE OF 1.77 FEET TO AN ANGLE POINT OF THE RIGHT OF WAY;

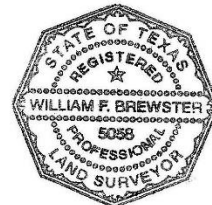
THENCE N31°31'21"E A DISTANCE OF 11.58 FEET TO THE NORTHEAST CORNER OF THE RIGHT OF WAY.

THENCE S33°50'47"E A DISTANCE OF 45.47 FEET TO THE POINT OF BEGINNING.

LOT CONTAINING 512 Sq. Ft. OR 0.012 ACRES OF LAND MORE OR LESS.

EXHIBIT "A" SKETCH OF THE RIGHT OF WAY ACCOMPANIES THIS DESCRIPTION.

William F. Brewster



SCALE: 1" = 10'

FOUND CHISELED "X"

(TIE) S12° 48' 40"E 33.94'

1.0' WIDE BRICK PLANTER

CONCRETE

GRATE

N11° 45' 24"W 12.00'

S78° 14' 36"W 65.78'

S11° 45' 24"E 12.00'

RIGHT-OF-WAY
0.018 ACRE±
789 Sq. Ft.
(Utility Easement)

18.0' CANOPY

BUILDING LINE

BUILDING CORNER

MILLS ADDITION
MILLS PLAZA PARKING II, LP
BK. 4168, PG. 400

NOTES

- REFERENCE IMPROVEMENT SURVEY DATED MAY 05, 2022.
- METES AND BOUNDS DESCRIPTION SEE SHEET 2.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 480214 0039 B DATED OCTOBER 15, 1982. THE PROPERTY IS IN FLOOD HAZARD ZONE C.
- UNDERGROUND UTILITY EASEMENT FOR VACATED RIGHT-OF-WAY TO BE RESERVED BY THE CITY IN CONVEYANCE DOCUMENT.

CERTIFICATION
THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

William J. Brewster 8/15/2022
WILLIAM F. BREWSTER R.P.L.S. No. 5058 DATE

STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR WILLIAM F. BREWSTER 5058

SOUDER, MILLER & ASSOCIATES Serving the Southwest & Rocky Mountains 201 E. Main Street, Suite 1205 One San Jacinto Plaza El Paso, TX 79901 www.soudermiller.com		FRANKLIN MOUNTAIN INVESTMENTS EL PASO		Designed: AME	Drawn: DDC	Checked: DDC
		EXHIBIT "A" A 0.018 ACRE PORTION OF THE RIGHT OF WAY ADJACENT TO A PORTION OF PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS		Date: August 2022	Scale: Horiz: Vert:	Project No.: 2A31440
				Sheet 1 OF 1		

ATTACHMENT 5



Souder, Miller & Associates ♦ One San Jacinto Plaza, 201 E. Main, Suite 1205 ♦ El Paso, TX 79912
(915) 842-0598

AUGUST 12, 2022

BEING A 0.018 ACRE PORTION OF THE RIGHT OF WAY ADJACENT TO A PORTION OF PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS

PREPARED FOR: FRANKLIN MOUNTAIN INVESTMENTS

METES AND BOUNDS DESCRIPTION

A CERTAIN PARCEL OF LAND BEING A PORTION OF A PUBLIC RIGHT OF WAY ADJACENT TO THE PARCEL DESCRIBED AS PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEAST CORNER OF THE RIGHT OF WAY, WHENCE A SCRIBED "X" AT THE SOUTHWEST CORNER OF THE MILLS ADDITION MILLS PLAZA PROPERTIES II, DOCUMENT No. 20080012174, FILED IN THE OFFICE OF THE EL PASO COUNTY CLERKS OFFICE, BEARS N12° 48' 40"W, FOR A DISTANCE OF 33.94 FEET;

THENCE, S11° 45' 24"E, FOR A DISTANCE OF 12.00' TO THE SOUTHEAST CORNER OF THE RIGHT OF WAY;

THENCE, S78° 14' 36"W, FOR A DISTANCE OF 65.78' TO THE SOUTHWEST CORNER OF THE RIGHT OF WAY;

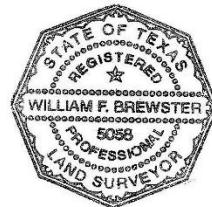
THENCE, N11° 45' 24"W, FOR A DISTANCE OF 12.00' TO THE NORTHWEST CORNER OF THE RIGHT OF WAY;

THENCE, N78° 14' 36"E, FOR A DISTANCE OF 65.78' TO THE POINT OF BEGINNING;

LOT CONTAINING 789 SQ. FT. OR 0.018 ACRES OF LAND MORE OR LESS.

EXHIBIT "A" SKETCH OF THE RIGHT OF WAY ACCOMPANIES THIS DESCRIPTION.

William F. Brewster



Engineering ♦ Environmental ♦ Geomatics

www.soudermiller.com

ATTACHMENT 6



VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: _____ File No. SURW22-00011

1. APPLICANTS NAME Mills Plaza Parking II, LP and Mills Plaza Properties II, LP

ADDRESS 100 East San Antonio / 106 W Mills Ave El Paso, TX 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) Sheldon Court Subdivision Name Mills Addition

Abutting Blocks Block 6 Abutting Lots Lot 28

3. Reason for vacation request: Outdoor Dining

4. Surface Improvements located in subject property to be vacated:
None ☐ Paving ☐ Curb & Gutter ☐ Power Lines/Poles ☐ Fences/Walls ☐ Structures ☐ Other ☒ Sidewalk

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 ☒ Outdoor Dining

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

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: Richard Bransford

REPRESENTATIVE (PHONE): 915-504-7151

REPRESENTATIVE (E-MAIL): rbransford@fmmp.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

ITEM 1 - General Comments

ATTACHMENT 7

Planning and Inspections Department- Planning Division

Pending

Planning and Inspections Department- Land Development Division

No objections to proposed ROW vacation.

Parks and Recreation:

No objections.

Sun Metro:

No comments received.

Fire Department:

No adverse comments.

Streets and Maintenance Department:

The Streets and Maintenance Department has no objections for this application.

Capital Improvement Department

No comments received.

El Paso Water Utilities:

EPWater-PSB does not object to this request.

Water:

There is an existing 8-inch diameter water main that extends along Sheldon Ct., located approximately 20-feet north of the Mills Plaza Parking II building line. This main is available for service.

There is an existing 8-inch diameter water main that extends along Mills Ave, located approximately 30-feet south of the north right-of-way line. This main is available for service.

EPWater records indicate an active 1-inch yard meter serving Pioneer Plaza. The service address for this meter is 101 Texas Ave.

Previous water pressure from fire hydrant #1391, located on Mills Ave approximately 300-feet west of Oregon St., has yielded a static pressure of 90 (psi), a residual pressure of 86 (psi), and a discharge of 1,482 (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 Mills Ave., located approximately 40-feet south of the north right-of-way line. This main is available for service.

General:

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

AT&T

No objections if easement is granted.

Texas Gas

No comments received.

El Paso Electric

No comments received.

Spectrum:

No comments received.

El Paso County 911 District

No comments received.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

The attached item is not within the boundaries of EPCWID1.



Legislation Text

File #: 22-1169, 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, Armida R. Martinez, (915) 212-1605

AGENDA LANGUAGE:

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

An Ordinance granting a Special Privilege License to Airwavz Solutions, Inc. for the construction, installation, maintenance, use and repair of 62 linear feet of all necessary, desirable, subsurface wires, cables, underground conduits, manholes or other structures and appurtenances in connection with telecommunication systems and fiber optic, conduit and cables within a portion of City right-of-way underneath Curie Drive; setting the license term for a term of five (5) years with two (2) renewable five (5) year terms.

Subject Property: 1740 Curie Drive

Applicant: Airwavz Solutions, Inc., PSPN22-00001

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

AGENDA DATE: September 13, 2022
PUBLIC HEARING DATE: September 27, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Armida R. Martinez, (915) 212-1605

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 granting a Special Privilege License to Airwavz Solutions, Inc. for the construction, installation, maintenance, use and repair of 62 linear feet of all necessary, desirable, subsurface wires, cables, underground conduits, manholes or other structures and appurtenances in connection with telecommunication systems and fiber optic, conduit and cables within a portion of City right-of-way underneath Curie Drive; setting the license term for a term of five (5) years with two (2) renewable five (5) year terms.

Subject Property: 1740 Curie Drive
Applicant: Airwavz Solutions, Inc., PSPN22-00001

BACKGROUND / DISCUSSION:

The installation of fiber to connect the four Hospitals of Providence (THOP) Sierra Campus facilities, which include Sierra Hospital, Kindred Hospital, Specialty Clinic and the Scenic View Medical Center, will establish a wireless connection for a Distributed Antenna System (DAS).

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 GRANTING A SPECIAL PRIVILEGE LICENSE TO AIRWAVZ SOLUTIONS, INC. FOR THE CONTRUCTION, INSTALLATION, MAINTENANCE, USE AND REPAIR OF 62 LINEAR FEET OF ALL NECESSARY, DESIRABLE, SUBSURFACE WIRES, CABLES, UNDERGROUND CONDUITS, MANHOLES OR OTHER STRUCTURES AND APPURTENANCES IN CONNECTION WITH TELECOMMUNICATION SYSTEMS AND FIBER OPTIC, CONDUIT AND CABLES WITHIN A PORTION OF CITY RIGHT-OF-WAY UNDERNEATH CURIE DRIVE; SETTING THE LICENSE TERM FOR A TERM OF FIVE (5) YEARS WITH TWO (2) RENEWABLE FIVE (5) YEAR TERMS.

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

SECTION 1. DESCRIPTION

The City of El Paso (hereinafter called “City”) hereby grants a Special Privilege License (hereinafter called “License”) to **Airwavz Solutions, Inc.** (hereinafter referred to as the “Grantee”), for the construction, installation, maintenance use and repair of a 48-strand, polyethylene, single-mode fiber in a 1.25” HDPE (High Density Polyethylene) pipe that runs a total of 62 linear feet within a portion of public right-of-way along Curie Drive as shown in ***Exhibit “A”*** which is made a part hereof for all purposes. Use of the City right-of-way shall be limited to the purpose of allowing the maintenance and repair of the fiber optics, communication cables, underground conduit, manholes, or other structures and appurtenances.

SECTION 2. LICENSE AREA

The subsurface rights granted herein under a portion of right-of-way along Curie Drive to maintain and repair fiber optic, communication cables, underground conduit, manholes or other structures and appurtenances are more particularly shown in Exhibit “A” which is made a part hereof for all purposes (hereinafter referred to as “License Area”). The cables are to be installed within the parkway and sidewalk areas whenever feasible to reduce the necessity for pavement cuts and repairs to existing roadways while maintaining the five-foot separation from existing utilities. For the areas necessitating pavement cuts, the repairs and pavement cuts shall comply with the

provisions of Chapter 13.04 (Street and Sidewalk Construction and Maintenance) and Chapter 13.08 (Excavations) of the El Paso City Code.

SECTION 3. PURPOSE

The only City right-of-way Grantee shall use pursuant to this License shall be License Area shown for the maintenance of the cables described in Exhibit A attached hereto. Any use of the License Area other than in connection with the construction, use, maintenance, reconstruction, or modification of the existing fiber optics, communication cables, underground conduits or other structures and appurtenances is not authorized by this License. Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, his assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Council.

SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in placing, constructing, replacing, repairing, reconstructing, or maintaining the fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances shall be subject to and governed by all laws, rules and regulation of the City and State of Texas, Federal Communications Commission, and the U.S. Government that are applicable to the construction of the existing fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances. Work done in connection with the construction, repair and maintenance of such facilities is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the existing fiber optics, communication cables, underground conduits, or other structures and appurtenances built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or

trenching and other construction in the City right-of-way shall be so carried out as to interfere as little as practical with the surface use of the City right-of-way in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience. After installation of the existing fiber optics, communications cables, underground conduits, manholes, or other structures and appurtenances, Grantee shall restore the City right-of-way to the same condition as before any such boring, excavation, or trenching and to the reasonable satisfaction of the City, in accordance with applicable City specifications.

Grantee covenants and agrees that Grantee shall, at its own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, its employees, contractors, agents or assigns, damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with the approval of the City.

For any additional work, the Grantee shall provide a set of complete engineering plans to El Paso Water showing the proposed work along the cable route for review and approval prior to any construction work, installation, maintenance, repair, and replacement. All existing water, sanitary sewer mains, reclaimed water mains and appurtenant structures located within the vicinity of the proposed fiber optic telecommunication cable shall be shown on the engineering plans in plan and profile view with dimensions and elevations.

For eight (8) inch diameter and smaller El Paso Water mains, a minimum horizontal distance of six (6) feet from edge of pipe to edge of proposed fiber optic cables is required. For twelve (12) inch diameter and larger El Paso Water mains, a minimum horizontal distance of ten (10) feet from edge of pipe to edge of fiber optic cable is required. The Contractor shall expose all mains with a diameter of 12-inches and greater with a non-destructive method. The exposures shall be conducted at the areas where the proposed conduit will cross the existing main, as well as at areas at the discretion of El Paso Water-PSB.

If crossing El Paso Water mains, a minimum vertical separation of two (2) feet is required between our existing mains and the fiber optic cable.

Warning markers shall be placed to describe the type of lines buried.

The El Paso Water will assist with the location of water and sanitary sewer mains in the field. Please call the TEXAS EXCAVATION SAFETY SYSTEM (DIG TESS) at 1-800-344-8377 to request the assistance of our Field Engineering Personnel with the location of the City of El Paso's water and sanitary sewer mains. Please call with at least a 48-hour advance notice to request the field location of the existing water and sanitary sewer mains and appurtenances.

All costs associated with the exposures, repair, relocation, adjustment, or replacement of the City of El Paso's water and sanitary sewer mains and appurtenances are the responsibility of the applicant. In the event of emergencies, Grantee shall contact the El Paso Water field dispatcher.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances that is dangerous to life or property. Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power to remove or abate same, at the expense of Grantee. In the event City removes or abates the existing fiber optics, communications cables, underground conduits, manholes, or other structures and appurtenances as provided herein, Grantee shall not be compensated for the loss of the existing fiber optics, communications cables, underground conduits, manholes, or other structures and appurtenances, or revenues associated with the cables, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the cables.

SECTION 5. TERM

This Special Privilege shall be for a term of five (5) years from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing this Special Privilege for two (2) additional five (5) year terms upon the request of the Grantee. If Grantee wishes the City to renew this License, Grantee shall submit a request in writing

to the City no later than three (3) months prior to the expiration date of this License. Such renewal request of this Special Privilege shall be approved by the City Manager or designee. Should Grantee fail to submit such request for the renewal of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the City may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

SECTION 6. WORK DONE BY OTHERS

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the City right-of-way occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting therefrom, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the existing fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances. If the City requires Grantee to alter, change, adapt, or relocate the existing fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances, due to imminent public safety concerns, because of changes in the grade of the City right-of-way or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantee shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or

damages against the City. If these requirements impose a financial hardship upon Grantee, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee to remove, alter, change, adapt or relocate its existing fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances or any portion thereof to enable any other entity or person, except the City, to use, or to use with greater convenience, the City right-of-way, Grantee shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse Grantee for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of the existing fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances; provided, however, the City shall not be responsible nor liable for such reimbursement.

SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS

The City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said City right-of-way occupied by Grantee provided such use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of existing fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances, such alteration or change or relocation shall be made by Grantee when ordered in writing by the Traffic Engineer without any claim for reimbursement or damages against the City.

SECTION 8. CONSIDERATION

As consideration for this special Privilege License, the Grantee shall pay to the City THREE THOUSAND SEVEN HUNDRED TEN AND 00/100 DOLLARS (\$3,710.00) per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one-year period the License remains in effect. The

El Paso City Council retains the right to increase or decrease the annual fee specified in this License at each five (5) year renewal term.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 14 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the fiber optics, communication cables, underground conduits or other structures and appurtenances as well as all costs for the restoration of the License Area upon the termination of the License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of the License. Payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for remittance to the Financial Services Department. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

The fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, the ad valorem taxes, and assessments for public improvements except as hereinafter provided as may be enacted during the term of this License or any renewal. The fee established in this section shall not be affected by any relocation of Grantee's existing fiber optics, communication cables, underground conduits, or other structures and appurtenances required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

SECTION 9. INSURANCE

Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the term of this License. The City shall be named as an additional insured on all of the Grantee's insurance policies that are required by this License. Failure to maintain insurance shall be a material breach of this license and a basis for termination of this License by the City.

Grantee shall provide liability insurance in the amount of One Million and No/100 Dollars (\$1,000,000) per occurrence, and Two Million, and No/100 (\$2,000,000) general aggregate. These amounts are not a limitation upon Grantee's agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled without thirty (30) days prior written notice to the City, or ten (10) days prior written notice to the City for cancellation based on non-payment of insurance premiums. Grantee shall provide a copy of the certificate of insurance with the City. If the policy is not kept in full force and effect throughout the term of this License, the License shall automatically become void.

SECTION 10. INDEMNITY

AS A CONDITION OF THIS LICENSE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS), FEES, FINES, PENALTIES, PROCEEDINGS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S ACTIVITIES UNDER THIS LICENSE, INCLUDING ANY ACT OR OMISSION BY THE GRANTEE, THE GRANTEE'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, ALL,

WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY, HEREAFTER, THE “DAMAGES”. THIS INDEMNIFICATION SHALL APPLY EVEN WHERE SUCH DAMAGES DESCRIBED ABOVE INVOLVE THE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the GRANTEE every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. GRANTEE shall investigate or cause the investigation of accidents or occurrences involving such damages, negotiate or cause to be negotiated the claim as the GRANTEE may deem expedient, and 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 damages. GRANTEE shall pay all judgments finally establishing liability of the City in actions defended by GRANTEE pursuant to this section, along with all attorneys’ fees and costs incurred by the City, including interest accruing to the date of payment by GRANTEE 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. In addition, the GRANTEE shall promptly advise the City in writing of any claim or demand against the City or the GRANTEE known to the GRANTEE related to or arising out of the GRANTEE’S activities under this License. **The City will not be responsible for any loss of or damage to the GRANTEE’S property from any cause.**

SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the existing fiber optics, communication cables, underground conduits, manholes or other structures and appurtenances or a portion thereof or ceases to use the fiber optics, communication cables,

underground conduits, manholes or other structures and appurtenances for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the Effective Date of this license and the completion of construction of the fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

SECTION 12. CANCELLATION

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove its fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances located in the Licensed Area at no cost to the City. When said fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances is removed from the Licensed Area, Grantee shall restore the License Area during the term of this License, if any, at Grantee's own cost and expense, as determined by the City Engineer and in accordance with City specifications. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the pavement as required by the City, the City may at its option restore the pavement and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

SECTION 13. RECORDS

The City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of its right under this License, including the construction, replacement, reconstruction, maintenance, and repair of the fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances within the City right-of-way. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

SECTION 14. NOTICE

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

CITY:	City of El Paso Attn: City Manager 300 North Campbell Street El Paso, Texas 79901
with copy to:	City of El Paso ATTN: Planning and Inspections Department 811 Texas Avenue El Paso, Texas 79901
with copy to:	City of El Paso ATTN: Financial Services Department – Financial Accounting & Reporting 300 North Campbell Street El Paso, Texas 79901

GRANTEE: Airwavz Solutions, Inc.
ATTN: Doug Wells
1410 W. Morehead St. Ste. 100
Charlotte, North Carolina 75254

Or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

SECTION 15. ASSIGNMENT

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

SECTION 16. LEASING OR DEDICATION OF FACILITIES

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.

SECTION 17. ADMINISTRATION OF LICENSE

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

SECTION 18. NO PROPERTY RIGHTS

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

SECTION 19. LIENS AND ENCUMBRANCES

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's

use of the Licensed Area.

SECTION 20. RIGHT OF ENTRY AND INSPECTION

The City's authorized representative shall have the right to inspect the Licensed Area for the purpose of determining compliance with the terms of this License.

SECTION 21. LAWS AND ORDINANCES

Grantee shall comply with all statute, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

SECTION 22. ENTIRE AGREEMENT

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

SECTION 23. SEVERABILITY

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this license.

SECTION 24. LAWS GOVERNING/VENUE

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

SECTION 25. RESTRICTIONS AND RESERVATIONS

This License is subject to all right-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such right-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this

License upon giving the City prior written notice of its intent to do so.

SECTION 26. EFFECTIVE DATE

The Effective Date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

PASSED AND APPROVED this ____ day of _____, 2022

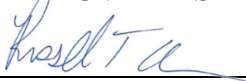
THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura 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

ACCEPTANCE

The above instrument, with all conditions thereof, is here by accepted this 24th day of AUGUST, 2022.

GRANTEE:

Airwavz Solutions, Inc.

AMKed

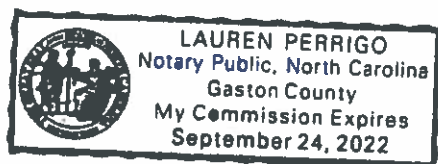
By: SHAWN M. KOCHER, as SECRETARY / CFO

ACKNOWLEDGMENT

THE STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

This instrument is acknowledged before me on this 24 day of August, 2022, by as Grantee.



Lauren Perrigo

Notary Public, State of North Carolina

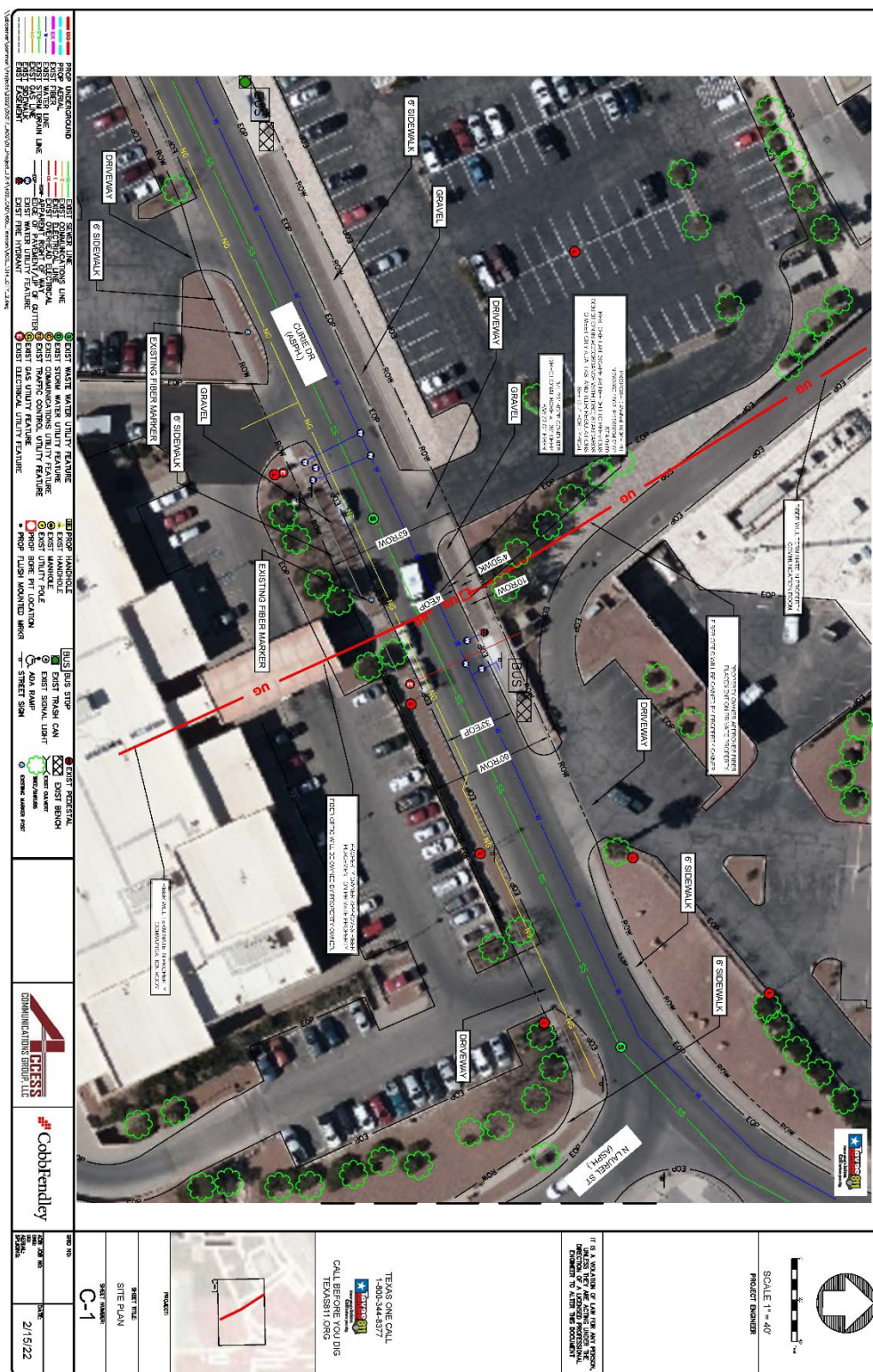
Lauren Perrigo

Notary's Printed or Typed Name

9/24/2022

My Commission Expires

EXHIBIT “A”





Legislation Text

File #: 22-1167, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 4

Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

AGENDA LANGUAGE:

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

An Ordinance to amend the 2025 Major Thoroughfare Plan to delete a portion of Roanoke Dr., a proposed north/south connection between Threadgill Avenue and Will Ruth Avenue.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2025 PROPOSED THOROUGHFARE SYSTEM, AS INCORPORATED INTO PLAN EL PASO, TO DELETE THE EXTENSION OF ROANOKE DRIVE FROM THREADGILL AVENUE TO WILL RUTH AVENUE.

WHEREAS, *Plan El Paso* was formally adopted by the City Council on March 6, 2012, pursuant to the provisions of Section 213.002 of the Texas Local Government Code as the Comprehensive Plan for the City; and

WHEREAS, the Comprehensive Plan serves as a general guide for the future growth and development of the City to promote public health, safety and welfare; and

WHEREAS, the 2025 Proposed Thoroughfare System map is contained within the City's Comprehensive Plan and contemplates all proposed arterials; and

WHEREAS, a well planned transportation system, including any and all proposed arterials, is a key element for improving the quality of life, by balancing neighborhood concerns with provision of access for commerce and mobility for personal travel; and

WHEREAS, the adoption of the Comprehensive Plan was based on the recommendations of the Comprehensive Plan Advisory Committee following numerous public meetings and working sessions; and

WHEREAS, the City Plan Commission has recommended the adoption of the change to the 2025 Proposed Thoroughfare System map as herein enumerated; and

WHEREAS, the City Council finds that the adoption of *Plan El Paso* and its changes to the thoroughfare alignments as herein enumerated will have no negative impact upon the public health, safety, and general welfare of the City.

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

That the 2025 Proposed Thoroughfare System, as incorporated in *Plan El Paso*, is herein amended as described below and as more particularly shown in the attached and incorporated Exhibit "A".

That the following changes shall be made to the 2025 Proposed Thoroughfare System, as incorporated in *Plan El Paso*:

- Delete the extension of Roanoke Drive from Threadgill Avenue to Will Ruth Avenue.

ADOPTED this _____ day of _____, 2022.

(Signatures on the following page)

ORDINANCE NO. _____

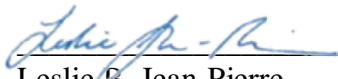
THE CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

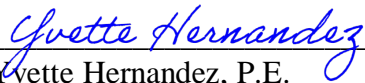
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E.
City Engineer

Exhibit "A"



Will Ruth Pond - Existing MTP

Roanoke Dr. - Collector, Driveable Suburban

0 200 400 600 ft



Will Ruth Pond - Proposed MTP Amendment

Roanoke Dr. - Collector, Driveable Suburban

0 200 400 600 ft

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

AGENDA DATE: September 13, 2022
PUBLIC HEARING DATE: September 27, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-268-5148

DISTRICT(S) AFFECTED: 4

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

SUBGOAL: N/A

SUBJECT:

ADOPT an ordinance to amend the 2025 Major Thoroughfare plan to delete a portion of Roanoke Dr, a proposed north/south connection between Threadgill Avenue and Will Ruth Avenue.

BACKGROUND / DISCUSSION:

The City of El Paso has received a request to amend the 2025 Proposed Thoroughfare System as follows: Delete the north/south extension of Roanoke Drive from Threadgill to Will Ruth. The requested change is associated with the construction of Will Ruth Pond. A subdivision application, right-of-way vacation applications, and rezoning application have been conditionally approved by the City Plan Commission. Approval of this amendment will satisfy the condition of that approval.

Roanoke Drive is a collector arterial in northeast El Paso. The surrounding development is primarily low density residential to the south and institutional to the north. The traffic impact analysis submitted with this request showed a minor impact to level of service in the surrounding area; however, stormwater management and flood mitigation is a clear priority in the area.

No objections were received from reviewing departments.

PRIOR COUNCIL ACTION:

City Plan Commission Approval (Unanimous): July 28, 2022

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: CID - Planning

SECONDARY DEPARTMENT: Planning & Inspections

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

DEPARTMENT HEAD:


Yvette Hernandez P.E.



Legislation Text

File #: 22-1157, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218
Fire Department, Jonathan P. Killings, (915) 212-5600

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection 2.3 - Increase Public Safety operational efficiency

Award Summary:

Discussion and action on the award of Solicitation 2022-0697 Allison Proprietary Parts and Service (Re-Bid) to Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC for a three (3) year term for an estimated amount of \$702,000.00. This contract will allow transmission repairs for both the Fire Department and Streets and Maintenance fleet vehicles.

Contract Variance:

The difference based on comparison to the previous contract is as follows: An increase of \$87,000.00 for the initial term, which represents a 14.15% increase due to an increase in higher parts cost and labor rates.

Department:	Fire Department
Vendor:	Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC Houston, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	None
Annual Estimated Award:	\$234,000.00
Total Estimated Award:	\$702,000.00 (3 years)
Account No.:	322-1000-22090-522250-P2216 322-1000-22090-531180-P2216 322-1000-22090-532080-P2216 532-3600-37020-531250-P3701
Funding Source:	General Funds Supply Support Fund
District(s):	All

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC, the sole bidder offering the best value bid.

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

AGENDA DATE: September 13, 2022
PUBLIC HEARING DATE: Not Applicable

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: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 – Increase public safety operational efficiency

SUBJECT:

Discussion and action of the award of solicitation 2022-0697 Allison Proprietary Parts and Service (Re-bid) to Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC for a three (3) year term for an estimated amount of \$702,000.00.

BACKGROUND / DISCUSSION:

The Fire Department currently owns approximately 81 heavy duty emergency vehicles and the City owns more than 100 additional heavy duty vehicles (EPFD operates pumpers, quints, aerial apparatus and ambulances, SAM operates Side Load Refuse, Aerial Bucket, and other HD Trucks) equipped with Allison Heavy Duty Transmissions which may require service and/or replacement of parts during their useful life. The approval of this contract would allow for the ongoing maintenance and upkeep of the Fire Department emergency vehicles as well as Street and Maintenance vehicles, and would help support the safe and efficient operation of services. This extends their service life and helps maintain maximum reliability.

SELECTION SUMMARY:

Solicitation was advertised on June 14, 2022 and June 21, 2022. The solicitation was posted on City website on June 14, 2022. There were a total fourteen (14) viewers online; one (1) bid was received; not being local supplier. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$87,000.00 for the initial term, which represents a 14.15% increase due to an increase in parts pricing and labor rates.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Fire Department
Amount: \$387,000.00
Funding Source: General Fund
Account: 322-1000-22090-522250-P2216
322-1000-22090-531180-P2216
322-1000-22090-532080-P2216

2022-0697 Allison Proprietary Parts and Service (Re-Bid)

Streets and Maintenance Department
Amount: \$315,000.00
Funding Source: Supply Support Fund
Account: 532-3600-37020-531250-P3701

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Fire Department
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:


Jonathan P. Killings, Interim Fire Chief

**COUNCIL PROJECT FORM
(BEST VALUE)**

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

Please place the following item on the **Regular** agenda for the Council Meeting of **September 13, 2022**.

STRATEGIC GOAL: NO. 2 – Set The Standard For A Safe And Secure City

The linkage to the Strategic Plan is subsection 2.3 – Increase Public Safety operational efficiency

Award Summary:

Discussion and action on the award of solicitation 2022-0697 Allison Proprietary Parts and Service (Re-Bid) to Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC for a three (3) year term for an estimated amount of \$702,000.00. This contract will allow transmission repairs for both the Fire Department and Streets and Maintenance fleet vehicles.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$87,000.00 for the initial term, which represents a 14.15% increase due to an increase in higher parts cost and labor rates.

Department:	Fire Department
Vendor:	Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC Houston, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	None
Annual Estimated Award:	\$234,000.00
Total Estimated Award:	\$702,000.00 (3 years)
Account No.:	322-1000-22090-522250-P2216 322-1000-22090-531180-P2216 322-1000-22090-532080-P2216 532-3600-37020-531250-P3701
Funding Source:	General Funds Supply Support Fund
District(s):	All

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC, the sole bidder offering the best value bid.

*******ADDITIONAL INFO BELOW*******

CITY OF EL PASO BEST VALUE SCORESHEET

PROJECT: 2022-0697 Allison Proprietary Parts and Service (Re-Bid)

*Evaluation of Submittal*Stewart & Stevenson, LLC dba
Stewart & Stevenson Power
Products, LLC

MAX POINTS

Factor A - Price

35

35.00

Factor B - Experience- Comprable Contracts

25

25.00

Factor C - References

25

25.00

Factor D – Location

15

15.00

TOTAL SCORE

100

100.00

Rank

1



CITY OF EL PASO BID TABULATION



Project Name: Allison Proprietary Parts and Service (Re-bid)	BID NO: 2022-0697
Bid Opening Date: July 13,2022	DEPARTMENT: FIRE DEPARTMENT AND STREETS AND MAINTENANCE

Part 1: Price List Pricing				
		Stewart & Stevenson ,LLC dba Stewart & Stevenson Power Products, LLC Houston, TX Bidder 1 of 1		
ITEM NO.	Description	Price Adjustment Factor	Price List or Catalog	
1	Allison Proprietary Parts	___ Net 20% discount ___ % Markup	Allison Price List (note manufacturer or Brand Name, as applicable) List Number: Dated:	Left Blank

Part 2 Sample Pricing - OEM Parts Only. Refurbished, rebuilt or aftermarket parts are not acceptable						
			Stewart & Stevenson ,LLC dba Stewart & Stevenson Power Products, LLC Houston, TX Bidder 1 of 1			
ITEM NO.	Description	Bidder Part Number	Price List (before Discount or Mark-Up)	City's Price (After Discount or Mark-Up)	Service Labor Rate (assume one (1) from Part 3)	Total Price (City's Price + Service Labor Rate)
1	Sensor Speed Retarder Part #29537373	29537373	\$143.28	\$114.62	\$120.00	\$234.62
2	Seal Trans Output Shaft Rear Part #29552704	29552704	\$55.46	\$44.37 Bidder's Price: \$44.34	\$120.00	\$164.37 Bidder's Price: \$164.34
3	TCM Transmission Control Module ALS Part 29545535	29545535	\$1,006.45	\$805.16	\$120.00	\$925.16
4	Trans Connectors Part #29505516	29505516	\$129.96 Bidder's Price \$ 103.97	\$103.97	\$120.00	\$223.97

Approved By: /s/
Date: / /2022



CITY OF EL PASO BID TABULATION



Project Name: Allison Proprietary Parts and Service (Re-bid)					BID NO: 2022-0697	
Bid Opening Date: July 13,2022			DEPARTMENT: FIRE DEPARTMENT AND STREETS AND MAINTENANCE			
5	Plate Retarder Separator Part #29547921	29547921	\$86.45	\$69.16	\$120.00	\$189.16
			Bidder's Price \$129.96	Bidder's Price: \$103.97		Bidder's Price \$223.97
6	Seal Transmission Output Part #29552705	29552705	\$75.25	\$60.20	\$120.00	\$180.20
7	Transmission Output Seal Part #29552703	29552703	\$76.73	\$61.38	\$120.00	\$181.38
8	Gasket Part #29503283	29503283	\$26.52	\$21.22	\$120.00	\$141.22
9	Plug Drain Transmission Allison Part #29534362	29534362	\$22.32	\$17.86	\$120.00	\$137.86
10	Sensor Speed Trany Allison Chevy Part # 29536408	29536408	\$23.67	\$18.94	\$120.00	\$138.94
Part 2 (Items 1-10) - Total						\$2,516.87
						Bidder's Price \$2,551.66

Part 3: Service Labor Rates			
		Stewart & Stevenson ,LLC dba Stewart & Stevenson Power Products, LLC Houston, TX Bidder 1 of 1	
ITEM NO.	Description	Hourly Rate	
1	Service Labor Rate	\$ 120.00	



CITY OF EL PASO BID TABULATION



Project Name: Allison Proprietary Parts and Service (Re-bid)

BID NO: 2022-0697

Bid Opening Date: July 13,2022

DEPARTMENT: FIRE DEPARTMENT AND STREETS AND MAINTENANCE

Option to Extend To Extend Term of Contract

	Stewart & Stevenson ,LLC dba Stewart & Stevenson Power Products, LLC Houston, TX Bidder 1 of 1	
<p>THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS.</p> <p>THE TERM OF THE CONTRACT SHALL BE BASED ON ONE OF SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</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 CONTRACT.</p> <p>NO OPTION OFFERED.</p>	<div></div> <div>X</div>	
BIDS SOLICITED: 5 LOCAL BIDS SOLICITED: 2 BIDS RECEIVED: 1 BIDS LOCAL: 0		

Approved By: /s/
Date: / /2022

2022-0697 Allison Proprietary Parts and Service (Re-Bid)

Page 3 of 3

2022-0697 Allison Proprietary Parts and Repair Services (Re-bid)

Doggett Freightliner of South Texas, LLC
1367 N. Horizon Blvd
El Paso, TX 79928
Attn: Roger Gomez

Rush Truck Center El Paso
12253 Gateway West
El Paso, TX 79936
Attn: Joe Lerma

Stewart and Stevenson Power
11100 Gateway Blvd E.
El Paso, TX 79927
Attn: Richard Adams

Border International Trucks
12283 Rojas Drive
El Paso, TX 79936

Truck Enterprises
13657 Gateway West
El Paso, TX 79928
Attn: Mike Rodriguez



Legislation Text

File #: 22-1161, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

Museum and Cultural Affairs, 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 Strategic Plan is subsection 4.2: Create innovative recreational, educational and cultural programs.

Award Summary:

Discussion and action of the award of Solicitation No. 2022-0386 Janitorial Services for El Paso Museums to Ace Government Services, LLC for an initial term of three (3) years for an estimated amount of \$712,620.00. The award also includes a two (2) year option for an estimated amount of \$475,080.00. The total contract value is, including the initial term plus option is five (5) years, for an estimated amount of \$1,187,700.00.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$351,461.52 for the initial term, which represents a 97.32% increase due to an increase in hourly rates and an increase in service hours required.

Department:	Museum and Cultural Affairs
Award to:	Ace Government Services, LLC
	El Paso, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$ 237,540.00
Initial Term Estimated Award:	\$ 712,620.00 (3 years)
Option Term Estimated Award:	\$ 475,080.00 (2 years)
Total Estimated Award:	\$1,187,700.00 (5 years)
Account No.:	522060 - 454 - 1000 - 54000

Funding Source:	General Funds
District(s):	All

This is a Best Value procurement contract.

The Purchasing & Strategic Sourcing and the Museum and Cultural Affairs Departments recommend award as indicated to Ace Government Services, LLC, the highest ranked bidder based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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

AGENDA DATE: September 13, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Benjamin E. Fyffe, Managing Director, Museum and Cultural Affairs, (915) 212-1766
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 4.2: Create innovative recreational, educational and cultural programs.

SUBJECT:

Discussion and action of the award of Solicitation No. 2022-0386 Janitorial Services for El Paso Museums to Ace Government Services, LLC for an initial term of three (3) years for an estimated amount of \$712,620.00. The award also includes a two (2) year option for an estimated amount of \$475,080.00. The total contract value is, including the initial term plus option is five (5) years, for an estimated amount of \$1,187,700.00.

BACKGROUND / DISCUSSION:

This contract will allow the Museum and Cultural Affairs Department to provide Janitorial Services to City of El Paso Museums.

SELECTION SUMMARY:

Solicitation was advertised on February 15, 2022 and February 22, 2022. The solicitation was posted on City website on February 15, 2022. The email (Purmail) notification was sent out on February 17, 2022. There were a total forty-six (46) viewers online; three (3) bids were received; two (2) being local suppliers.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$351,461.52 for the initial term, which represents a 97.32% increase due to higher hourly rates and an increase in service hours required.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$712,620.00

Funding Source: General Funds

Account: 522060 – 454 – 1000 – 54000

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Museum and Cultural Affairs Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

A handwritten signature in black ink, appearing to be 'B. Fyffe', written over a horizontal line.

Benjamin E. Fyffe, Managing Director, Museum and Cultural Affairs

**COUNCIL PROJECT FORM
(BEST VALUE)**

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

Please place the following item on the **REGULAR** agenda for the Council Meeting of **September 13, 2022**.

STRATEGIC GOAL NO. 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

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

Award Summary:

Discussion and action of the award of Solicitation No. 2022-0386 Janitorial Services for El Paso Museums to Ace Government Services, LLC for an initial term of three (3) years for an estimated amount of \$712,620.00. The award also includes a two (2) year option for an estimated amount of \$475,080.00. The total contract value is, including the initial term plus option is five (5) years, for an estimated amount of \$1,187,700.00.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$351,461.52 for the initial term, which represents a 97.32% increase due to an increase in an increase in hourly rates and an increase in service hours required.

Department:	Museum and Cultural Affairs
Award to:	Ace Government Services, LLC
	El Paso, TX
Item(s):	ALL
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$ 237,540.00
Initial Term Estimated Award:	\$ 712,620.00 (3 years)
Option Term Estimated Award:	\$ 475,080.00 (2 years)
Total Estimated Award:	\$1,187,700.00 (5 years)
Account No.:	522060 – 454 – 1000 – 54000
Funding Source:	General Funds
District(s):	All

This is a Best Value procurement contract.

The Purchasing & Strategic Sourcing and the Museum and Cultural Affairs Departments recommend award as indicated to Ace Government Services, LLC, the highest ranked bidder based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

*******ADDITIONAL INFO BELOW*******

CITY OF EL PASO BV/CSP/RFP/RFQ SCORESHEET

PROJECT: 2022-0386 Janitorial Services for El Paso Museums

Evaluation of Submittal

	MAX POINTS	Ace Government Services, LLC	The Eagle Janitorial Services	AHI Facility Services, Inc.
Factor A - Offeror's Fee Proposal	35	25.07	35.00	-
Proposed Cost		\$ 712,620.00	\$ 510,390.00	0
Factor B - Offeror's experience and reputation	30	30.00	25.67	-
Factor C - References	25	25.00	25.00	-
Factor D - Employee Medical Benefit and Incentives	10	10.00	0.00	-
TOTAL SCORE	100	90.07	85.67	0.00
		1	2	Non-responsive



CITY OF EL PASO BID TABULATION FORM



Project Name: Janitorial Services for El Paso Museums
Bid Opening Date: April 13, 2022

Solicitation #: 2022-0386
Department: Museums and Cultural Affairs

			AHI Facility Services, Inc. Dallas, TX Bidder 1 of 3					Francisco Corral dba The Eagle Janitorial Services El Paso, TX Bidder 2 of 3					Ace Government Services, LLC. El Paso, TX Bidder 3 of 3					
Item No.	Location	Unit of Measure	Amount per Hour (A)	Total Hours per Month (B)	Monthly Amount (AxB=C) (C)	Estimated Annual Total (Cx12=D) (D)	Estimated Year Total (Dx3=E) (E)	Amount per Hour (A)	Total Hours per Month (B)	Monthly Amount (AxB=C) (C)	Estimated Annual Total (Cx12=D) (D)	Estimated 3 Year Total (Dx3=E) (E)	Amount per Hour (A)	Total Hours per Month (B)	Monthly Amount (AxB=C) (C)	Estimated Annual Total (Cx12=D) (D)	Estimated 3 Year Total (Dx3=E) (E)	
1.	MUSEUM OF HISTORY	Hourly	Not all the amendments were acknowledged	400	Not all the amendments were acknowledged	Not all the amendments were acknowledged	Not all the amendments were acknowledged	\$ 13.25	400	\$ 5,300.00	\$ 63,600.00	\$ 190,800.00	\$ 18.50	400	\$ 7,400.00	\$ 88,800.00	\$ 266,400.00	
2.	MUSEUM OF ARCHEOLOGY	Hourly	Not all the amendments were acknowledged	104	Not all the amendments were acknowledged	Not all the amendments were acknowledged	Not all the amendments were acknowledged	\$ 13.25	104	\$ 1,378.00	\$ 16,536.00	\$ 49,608.00	\$ 18.50	104	\$ 1,924.00	\$ 23,088.00	\$ 69,264.00	
3.	EL PASO MUSEUM OF ARTS	Hourly	Not all the amendments were acknowledged	566	Not all the amendments were acknowledged	Not all the amendments were acknowledged	Not all the amendments were acknowledged	\$ 13.25	566	\$ 7,499.50	\$ 89,994.00	\$ 269,982.00	\$ 18.50	566	\$ 10,471.00	\$ 125,652.00	\$ 376,956.00	
TOTAL ITEMS (1-3)							Not all the amendments were acknowledged	Not all the amendments were acknowledged				\$ 170,130.00	\$ 510,390.00				\$ 237,540.00	\$ 712,620.00
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u> THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.																		
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR			<input checked="" type="checkbox"/>					<input checked="" type="checkbox"/>					<input checked="" type="checkbox"/>					
NO OPTION OFFERED			<input type="checkbox"/>					<input type="checkbox"/>					<input type="checkbox"/>					
AMENDMENTS ACKNOWLEDGED:			NO					YES					YES					
BIDS SOLICITED: 9 LOCAL BIDS SOLICITED: 9 BIDS RECEIVED: 2 LOCAL BIDS RECEIVED: 2 NO BID: 0																		

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved: _____/s/_____

Date: 5/24/2022

2022-0386 Janitorial Services for
El Paso Museums

BIDDERS LIST – JANITORIAL
2022-0386 JANITORIAL SERVICES FOR EL PASO MUSEUMS

A-ONE JANITORIAL
6303 AIRPORT ROAD
EL PASO, TX 79925
915-771-6818

ADEFTO BUILDING & GROUND SVS.
7740 MUSTANG AVENUE
EL PASO, TX 79915
915-591-7111

THE EAGLE JANITORIAL SERVICES
2919 AURORA AVENUE
EL PASO, TX 79930
915-566-0967

Y & C JANITORIAL SERVICES
3021 E. MISSOURI
EL PASO, TX 79903
915-562-2208

ABM JANITORIAL SERVICES
5959 GATEWAY BLVD W
EL PASO, TX 79925
915-843-2194

ACME-WESTERN JANITORIAL SERVICE
INC.
2124 MONTANA AVE
EL PASO, TX 79903
915-533-7107

ACE GOVERNMENT SERVICES, LLC
12652 TIERRA GERMA CT.
EL PASO, TEXAS 79938
915-203-3733

L & J CLEANING SERVICE
2904 SAN DIEGO
P.O. BOX 3461
EL PASO, TX 79930
915-345-4007

X CLEANING PROFESSIONALS
825 EAST MISSOURI AVE.
EL PASO, TEXAS 79902
915-303-5927



Legislation Text

File #: 22-1149, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection 7.5 - Set One Standard for Infrastructure Across the City.

Award Summary:

Discussion and action that the Purchasing Director be authorized to issue a Purchase Order for the award of contract 2022-0767 Mast Arm Poles (Re-Bid II) to Tri-State Electric, Ltd. for a one (1) year term for an estimated amount of \$1,312,247.58. This contract will allow the purchase of mast arm and street light poles.

Contract Variance:

The difference based on comparison to the previous contract is as follows: An increase of \$1,207,499.58 for the initial term, which represents a 1,152.77% increase due to additional steel items and price increases.

Department:	Streets and Maintenance
Vendor:	Tri-State Electric, Ltd.
	Vinton, TX
Item(s):	All
Initial Term:	1 year
Total Estimated Award:	\$1,312,247.58 (1 year)
Account No.:	532 - 1000 - 532030 - 32020 - P3252
Funding Source:	General Fund
District(s):	All

This is a Non-Competitive contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Tri-State Electric, Ltd.

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

AGENDA DATE: September 13, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

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

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7- Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.5 – Set One Standard for Infrastructure Across the City

SUBJECT:

Discussion and action that the Purchasing Director be authorized to issue a purchase order for the award of solicitation 2022-0767 Mast Arm Poles (Re-Bid II) to Tri-State Electric, Ltd. for a one (1) year term for an estimated amount of \$1,312,247.58.

BACKGROUND / DISCUSSION:

This contract will allow the purchase of mast arm and street light poles.

SELECTION SUMMARY:

Pursuant to the Amended and Restated Procurement and Sourcing Policy, Section 9.1.1, if a contract cannot be awarded after two competitive procurements/selection process, it can be fulfilled by a non-competitive award.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$1,207,499.58 for the initial term, which represents a 1,152.77% increase due to an additional steel items and price increases.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,312,247.58

Funding Source: General Fund

Account: 532 – 1000 – 532030 – 32020 – P3252

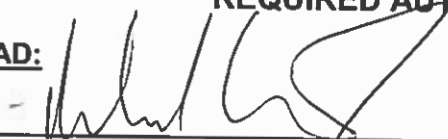
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



5-29-22

Richard J. Bristol, Streets and Maintenance Director

**COUNCIL PROJECT FORM
(NON-COMPETITIVE)**

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

Please place the following item on the **REGULAR** agenda for the Council Meeting of **September 13, 2022**.

STRATEGIC GOAL: NO. 7 – Enhance and Sustain El Paso's Infrastructure Network

The linkage to the Strategic Plan is subsection 7.5 – Set One Standard for Infrastructure Across the City.

Award Summary:

Discussion and action that the Purchasing Director be authorized to issue a Purchase Order for the award of contract 2022-0767 Mast Arm Poles (Re-Bid II) to Tri-State Electric, Ltd. for a one (1) year term for an estimated amount of \$1,312,247.58. This contract will allow the purchase of mast arm and street light poles.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$1,207,499.58 for the initial term, which represents a 1,152.77% increase due to an additional steel items and price increases.

Department:	Streets and Maintenance Department
Vendor:	Tri-State Electric, Ltd. Vinton, TX
Item(s):	All
Initial Term:	1 year
Total Estimated Award:	\$1,312,247.58 (1 year)
Account No.:	532 – 1000 – 532030 – 32020 – P3252
Funding Source:	General Fund
District(s):	All

This is a Non-Competitive contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Tri-State Electric, Ltd.

*******ADDITIONAL INFO BELOW*******



Legislation Text

File #: 22-1156, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection 7.5 - Set One Standard for Infrastructure Across the City.

Award Summary:

Discussion and action on the award of Solicitation 2022-0632 Janitorial Services - City 1-2-3-4 and MCAD (UPTT) to Ace Government Services, LLC for an initial three (3) year term for an estimated amount of \$1,150,148.70. The award also includes a two (2) year option for an estimated amount of \$766,765.80. 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 \$1,916,914.50. This contract will allow janitorial services at City buildings 1, 2, 3, 4 and MCAD at UPTT.

Contract Variance:

The difference based on comparison to the previous contract is as follows: An increase of \$160,384.50 for the initial term, which represents a 71.92% increase due to increased labor costs.

Department:	Streets and Maintenance
Vendor:	Ace Government Services, LLC
	El Paso, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$383,382.90
Initial Term Estimated Award:	\$766,765.80 (3 years)
Total Estimated Award:	\$1,916,914.50 (5 years)
Account No.:	532 - 1000 - 522060 - 31040 - P3120
Funding Source:	General Fund
District(s):	All

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Ace Government Services, LLC, the bidder offering the best value bid.

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

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

AGENDA DATE: September 13, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

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

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7- Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.5 – Set One Standard for Infrastructure Across the City

SUBJECT:

Discussion and action on the award of solicitation 2022-0632 Janitorial Services – City 1-2-3-4 and MCAD (UPTT) to Ace Government Services, LLC for an initial three (3) year term for an estimated amount of \$1,150,148.70. The award also includes a two (2) year option for an estimated amount of \$766,765.80. 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 \$1,916,914.50.

BACKGROUND / DISCUSSION:

This contract will allow janitorial services at City building 1, 2, 3, 4 and MCAD at UPTT.

SELECTION SUMMARY:

Solicitation was advertised on May 24, 2022 and May 31, 2022. The solicitation was posted on City website on May 24, 2022. There were a total twenty-three (23) viewers online; seven (7) bids were received; five (5) from local suppliers.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$160,384.50 for the initial term, which represents a 71.92% increase due to increased labor costs.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$766,765.80

Funding Source: General Fund

Account: 532 – 1000 – 522060 – 31040 – P3120

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Richard J. Bristol – Streets and Maintenance Director

**COUNCIL PROJECT FORM
(BEST VALUE)**

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

Please place the following item on the **REGULAR** agenda for the Council Meeting of **September 13, 2022**.

STRATEGIC GOAL: NO. 7 – Enhance and Sustain El Paso's Infrastructure Network

The linkage to the Strategic Plan is subsection 7.5 – Set One Standard for Infrastructure Across the City.

Award Summary:

Discussion and action on the award of solicitation 2022-0632 Janitorial Services – City 1-2-3-4 and MCAD (UPTT) to Ace Government Services, LLC for an initial three (3) year term for an estimated amount of \$1,150,148.70. The award also includes a two (2) year option for an estimated amount of \$766,765.80. 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 \$1,916,914.50. This contract will allow janitorial services at City building 1, 2, 3, 4 and MCAD at UPTT.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$160,384.50 for the initial term, which represents a 71.92% increase due to increased labor costs.

Department:	Streets and Maintenance
Vendor:	Ace Government Services, LLC El Paso, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$383,382.90
Initial Term Estimated Award:	\$766,765.80 (3 years)
Total Estimated Award:	\$1,916,914.50 (5 years)
Account No.:	532 – 1000 – 522060 – 31040 – P3120
Funding Source:	General Fund
District(s):	All

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Ace Government Services, LLC, the bidder offering the best value bid.

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

*******ADDITIONAL INFO BELOW*******

Committee Scoresheet								
CITY OF EL PASO BV SCORESHEET								
PROJECT: 2022-0632 Janitorial Services - City 1-2-3-4 and MCAD (UPTT)								
Evaluation of Submittal								
MAX POINTS		Ace Government Services, LLC	Mirador Enterprises, Inc.	PJS of El Paso, Inc.	Crataegus, LLC dba Jani-King of El Paso	J. Carrizal General Construction	Eagle Janitorial	3rd Generation Services, LLC
Factor A - Price	30	26.35	27.67	23.92	25.92	20.83	30.00	17.73
Factor B - Experience - Comparable Contracts	30	21.33	20.67	12.00	15.67	12.67	5.33	0.00
Factor C - References	30	30.00	20.00	19.20	8.80	0.00	0.00	6.00
Factor D – Employee Medical Benefits and Incentives	10	2.00	0.00	2.00	0.00	2.00	0.00	2.00
TOTAL SCORE	100	79.68	68.34	57.12	50.38	35.50	35.33	25.73
		1	2	3	4	5	6	7



CITY OF EL PASO BID TABULATION FORM



Project Name: Janitorial Services - City 1-2-3-4 and MCAD (UPTT)
Bid Opening Date: June 29, 2022

Solicitation #: 2022-0632
Department: Streets & Maintenance

				3rd Generation Services San Antonio, TX				Ace Government Services, LLC El Paso, TX				Eagle Janitorial El Paso, TX			
				Bidder 1 of 7				Bidder 2 of 7				Bidder 3 of 7			
ITEM No.	Location	Unit of Measure	Total Hours per Month (B)	Hourly Rate (A)	Monthly Amount C = A x B (C)	Yearly Total D=C x 12 (D)	3-Year Total E=D x 3 (E)	Hourly Rate (A)	Monthly Amount C = A x B (C)	Yearly Total D=C x 12 (D)	3-Year Total E=D x 3 (E)	Hourly Rate (A)	Monthly Amount C = A x B (C)	Yearly Total D=C x 12 (D)	3-Year Total E=D x 3 (E)
1	City 1	Hourly	609	\$27.50	\$16,747.50	\$200,970.00	\$602,910.00	\$18.50	\$11,266.50	\$135,198.00	\$405,594.00	\$16.25	\$9,896.25	\$118,755.00	\$356,265.00
2	City 2	Hourly	495.90	\$27.50	\$13,637.25	\$163,647.00	\$490,941.00	\$18.50	\$9,174.15	\$110,089.80	\$330,269.40	\$16.25	\$8,058.38 Bidder's Price \$8,058.37	\$96,700.50	\$290,101.50
3	City 3 and 4	Hourly	587.25	\$27.50	\$16,149.38	\$193,792.50	\$581,377.50	\$18.50	\$10,864.13	\$130,369.50	\$391,108.50	\$16.25	\$9,542.81	\$114,513.75	\$343,541.25
4	MCAD (UPTT)	Hourly	34.8	\$27.50	\$957.00	\$11,484.00	\$34,452.00	\$18.50	\$643.80	\$7,725.60	\$23,176.80	\$16.25	\$565.50	\$6,786.00	\$20,358.00
TOTAL						\$569,893.50	\$1,709,680.50			\$383,382.90	\$1,150,148.70			\$336,755.25	\$1,010,265.75 Bidder's Price \$1,010,265.70

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: /s/

DATE: 07/05/2022



Project Name: Janitorial Services - City 1-2-3-4 and MCAD (UPTT)
Bid Opening Date: June 29, 2022

Solicitation #: 2022-0632
Department: Streets & Maintenance

	3rd Generation Services San Antonio, TX	Ace Government Services, LLC El Paso, TX	Eagle Janitorial El Paso, TX
	Bidder 1 of 7	Bidder 2 of 7	Bidder 3 of 7
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u> THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR: TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR			
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
NO OPTION OFFERED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMENDMENTS ACKNOWLEDGED:	Yes	Yes	Yes

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: _____/s/

DATE: 07/05/2022



CITY OF EL PASO BID TABULATION FORM



Project Name: Janitorial Services - City 1-2-3-4 and MCAD (UPTT)
Bid Opening Date: June 29, 2022

Solicitation #: 2022-0632
Department: Streets & Maintenance

				J Carrizal General Construction Inc. El Paso, TX				Jani-King of El Paso Albuquerque, NM				MIRADOR Enterprises, Inc. El Paso, TX			
				Bidder 4 of 7				Bidder 5 of 7				Bidder 6 of 7			
ITEM No.	Location	Unit of Measure	Total Hours per Month (B)	Hourly Rate (A)	Monthly Amount C = A x B (C)	Yearly Total D=C x 12 (D)	3-Year Total E=D x 3 (E)	Hourly Rate (A)	Monthly Amount C = A x B (C)	Yearly Total D=C x 12 (D)	3-Year Total E=D x 3 (E)	Hourly Rate (A)	Monthly Amount C = A x B (C)	Yearly Total D=C x 12 (D)	3-Year Total E=D x 3 (E)
1	City 1	Hourly	609	\$23.40	\$14,250.60	\$171,007.20	\$513,021.60	\$18.81	\$11,455.29	\$137,463.48	\$412,390.44	\$18.04	\$10,986.36	\$131,836.32	\$395,508.96
2	City 2	Hourly	495.90	\$23.40	\$11,604.06	\$139,248.72	\$417,746.16	\$18.81	\$9,327.88	\$111,934.55	\$335,803.64	\$16.83	\$8,346.00	\$100,151.96	\$300,455.89
3	City 3 and 4	Hourly	587.25	\$23.40	\$13,741.65	\$164,899.80	\$494,699.40	\$18.81	\$11,046.17	\$132,554.07	\$397,662.21	\$18.05	\$10,599.86	\$127,198.35	\$381,595.05
4	MCAD (UPTT)	Hourly	34.8	\$23.40	\$814.32	\$9,771.84	\$29,315.52	\$18.81	\$654.59	\$7,855.06	\$23,565.17	\$14.05	\$488.94	\$5,867.28	\$17,601.84
TOTAL						\$484,927.56	\$1,454,782.68			\$389,807.15	\$1,169,421.46			\$365,053.91	\$1,095,161.74

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: /s/

DATE: 07/05/2022



CITY OF EL PASO
BID TABULATION FORM



Project Name: Janitorial Services - City 1-2-3-4 and MCAD (UPTT)
Bid Opening Date: June 29, 2022

Solicitation #: 2022-0632
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	J Carrizal General Construction Inc. El Paso, TX	Jani-King of El Paso Albuquerque, NM	MIRADOR Enterprises, Inc. El Paso, TX
	Bidder 4 of 7	Bidder 5 of 7	Bidder 6 of 7
<p><u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u></p> <p>THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</p> <p>BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:</p>			
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR	Left Blank	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
NO OPTION OFFERED	Left Blank	<input type="checkbox"/>	<input type="checkbox"/>
AMENDMENTS ACKNOWLEDGED:	Yes	Yes	Yes

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: /s/

DATE: 07/05/2022



**CITY OF EL PASO
BID TABULATION FORM**



Project Name: Janitorial Services - City 1-2-3-4 and MCAD (UPTT)
Bid Opening Date: June 29, 2022

Solicitation #: 2022-0632
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				PJS of El Paso, Inc. El Paso, TX											
				Bidder 7 of 7											
ITEM No.	Location	Unit of Measure	Total Hours per Month (B)	Hourly Rate (A)	Monthly Amount C = A x B (C)	Yearly Total D=C x 12 (D)	3-Year Total E=D x 3 (E)								
1	City 1	Hourly	609	\$24.64	\$15,005.76	\$180,069.12	\$540,207.36								
2	City 2	Hourly	495.9	\$18.06	\$8,955.95	\$107,471.45	\$322,414.34								
3	City 3 and 4	Hourly	587.25	\$17.59	\$10,329.73	\$123,956.73	\$371,870.19								
4	MCAD (UPTT)	Hourly	34.8	\$26.09	\$907.93	\$10,895.18	\$32,685.55								
TOTAL						\$422,392.48	\$1,267,177.45								

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: /s/

DATE: 07/05/2022



CITY OF EL PASO
BID TABULATION FORM



Project Name: Janitorial Services - City 1-2-3-4 and MCAD (UPTT)
Bid Opening Date: June 29, 2022

Solicitation #: 2022-0632
Department: Streets & Maintenance

	PJS of El Paso, Inc. El Paso, TX		
	Bidder 7 of 7		
<p><u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u></p> <p>THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</p> <p>BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:</p>			
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR	<input checked="" type="checkbox"/>		
NO OPTION OFFERED	<input type="checkbox"/>		
AMENDMENTS ACKNOWLEDGED:	Yes		
BIDS SOLICITED: 176 LOCAL BIDS SOLICITED: 98 BIDS RECEIVED: 7 LOCAL BIDS RECEIVED: 5 NO BID: 6			

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: _____/s/

DATE: 07/05/2022

2022-0632 Janitorial Services - City 1-2-3-4 and MCAD (UPTT) Bidders List

<u>Participant Name</u>	<u>Contact</u>	<u>City</u>	<u>State</u>
1 300 EXTERMINATOR TERMITE AND PEST CONTROL, LLC	Aaron A. Amaya	El Paso	TX
2 3rd Generation Services, LLC	Mike Delgado	San Antonio	TX
3 AAA General Contractors, LLC	Edgar Skertchly	El Paso	TX
4 ABBA CONSTRUCTION, LLC	CHARLIE FLORES	LAREDO	TX
5 Ace Government Services LLC	Steven Chapel	El Paso	TX
6 Aim Remodeling and Construction (MST Consulting)	Amada S Flores	El Paso	TX
7 Allied Paving		el paso	TX
8 Arrow Construction (CIM Ventures)	Robert A Fernandez	El Paso	TX
9 ASC General Contractors	Jorge Rios	El Paso	TX
10 ATS Inc (Advanced Transportation Services Inc)	Abraham Wardy	El Paso	TX
11 Aztec Contractors Inc	Nancy Leanos	EL PASO	TX
12 Aztec Contractors, Inc.	Yanelli Albizures	El Paso	TX
13 Baron Chemical Janitorial and Cleaning Supplies	Wendy Viramontes	El Paso	TX
14 Batteriesplusbulbs442 (Gorman Batteries LLC)	Charlie Norton	El Paso	TX
15 BE! GRAPHICS	ARMANDO ESTRADA	EL PASO	TX
16 Bella Luna Engineering and Building Maintenance	Lorenzo Luna	El Paso	TX
17 Bio Dyne Chemical Co. (MJ Mader Enterprises Inc.)	Michael Mader	El Paso	TX
18 Blue Sky Supplies, LLC	Michael Barron	El Paso	TX
19 Bob's Pest Control, LLC	Kathy L Daw	El Paso	TX
20 Border Tire	Julio Chacon	El Paso	TX
21 borderland services inc	carlos adolfo gutierrez	el paso	TX
22 Brady Industries (Brady Industries of Texas LLC)	Brady Industries	El Paso	TX
23 Branavi Clean Solutions	Jose Antonio Garcia	El Paso	TX
24 Bright Growing Landscape and Maintenance (Guma Services, LLC)	Alex Guadarrama	Canutillo	TX
25 Burke Insurance Group (Risk Strategies Company)	Will Burke	Las Cruces	NM
26 Busch Systems International Inc.	Michaela Nagy	Barrie	ON Canada
27 C & L Janitorial Services	Cesar g pere	El paso	TX
28 Chato's Quarter Horses & Alfalfa Hay Sales	Luis Gutierrez	El Paso	TX
29 City of El Paso Strategic Partners	The Great Lupe	El Paso	TX
30 Clean Sweep Janitorial Services	Patricia Carr	El Paso	TX
31 Colliers (New Mexico Real Estate Advisors Inc)	Bob Feinberg	Albuquerque	NM
32 Complete Supply	Amber Pacheco	Carrollton	TX
33 Construction Journal	Pamela Exton	Stuart	FL
34 Construction Reporter	Rebecca Taylor	Albuquerque	NM
35 continental battery company	manuel ramos jr	El Paso	TX
36 Continental Termite & Pest Control, Inc.	continental termite and pest co	el paso	TX
37 Copper State Bolt & Nut		Phoenix	AZ
38 Coretech	Juan Velez	El Paso	TX
39 Crataegus, LLC. dba Jani-King of El Paso	Michael Vigil	Albuquerque	NM
40 D&H United Fueling Solutions	Steve Teran	El Paso	TX
41 D.A.A.B. LLC		El Paso	TX
42 DAI Scientific Equipment Inc	Lisa Theis	Mundelein	IL
43 dale borens service supply	kelly boren	el paso	TX
44 Delgado's Repair and Maintenance	Alberto Delgado	El Paso	TX
45 Delta Pest Control & Lawn Service (Delta Unlimited LLC)	Bertha A. Pinney	El Paso	TX
46 Dent Enterprises LLC	Ray Dent	DeSoto	TX
47 Denver Magnetic, Inc	David Brinson	Eastlake	CO
48 DESERT ELECTRICAL SUPPLY, INC.	AL HERNANDEZ	El Paso	TX
49 Desert Paint Store	Juan Diaz	EL PASO	TX
50 DH Pace El Paso (DH Pace Company Inc)		El Paso	TX
51 Discount Banners and Signs Inc	Amy Hardy	Keller	TX
52 Divine Power Group (Boddicker Ventures, LLC)	Scott Boddicker	New Braunfels	TX
53 DIVISION 7 LLC	Alexander Gonzalez	El Paso	TX
54 Dunn-Edwards Corportation	Adolfo Quintero	Vernon	CA
55 Dynamic Contracts Consultants LLC	Khalil Memon	Sugarland	TX
56 eagle janitorial services	Francisco Corral	El Paso	TX
57 Efficio Construction Services LLC	Juan Villalobos	El Paso	TX
58 EL PASO CASTERS & MATERIAL HANDLING (CASTERS UNLIMITED)	David Sanchez	EL PASO	TX
59 EL PASO METALS & SUPPLY, INC	sandra	El Paso	TX
60 el paso trench safety inc	Louis Cepeda Jr	El Paso	TX
61 ERMCA Aviation Services	MICHAEL CROWLEY	GRAND PRAIRIE	TX
62 Freedom environmental group	Willie Jenkins	El Paso	TX
63 G. A. Braun, Inc.	PATTY HABBERFIELD	SYRACUSE	NY
64 GARD Specialists		Eagle River	WI
65 GBSON & GBSON LLC	ANTHONY EDWARD GIBSON	Fort Worth	TX
66 Generation H Cleaning Services LLC	Mark Hurd	Crowley	TX
67 GFE Buckingham LLC	Tiara Buckingham	El Paso	TX
68 Giant Electrical Services	Juan Martinez	Canutillo	TX

2022-0632 Janitorial Services - City 1-2-3-4 and MCAD (UPTT) Bidders List

69 Global Containers & Custom Packaging Inc.	Jose Ochoa	El Paso	TX
70 GLOBAL SUPPLY & SERVICE INC.	DAVID SANCHEZ	EL PASO	TX
71 Goetting Construction Co.	Edmund T Kennedy	Dallas	TX
72 Goodwill Services Inc.	Monica Noyles	El Paso	TX
73 Gracen Engineering & Construction, Inc.	Michael Sambrano	El Paso	TX
74 Graybar electric	Fred Melendez	El Paso	TX
75 Harrison Bros. Inc. (harrison)	Jeff Harrison	Chapel Hill, NC	NC
76 Hawk Construction		El Paso	TX
77 HITEQ COMPUTER SYSTEMS (PROLEAF CORPORATION)	Adil Gaziani	PLANO	TX
78 Holiday Inn Express & Suites- Sunland Park Area	Danielle Cadena	El Paso	TX
79 Homeland Industrial Supply (Homeland Industrial Supply Inc)	Donna King	Chester Heights	PA
80 Howdy Resources (CNH Construction LLC)	LaVincent Thomas	EL PASO	TX
81 Hypertec USA Inc, (Hypertec Direct)	Angela Marracino	tempe	AZ
82 INTERBORO PACKAGING CORPORATION	Abraham jeremias	MONTGOMERY	NY
83 Ironcompany.com, LLC	J.P. Brice	Flower Mound	TX
84 J Carrizal General Constructio	Marlena Cervantes	El Paso	TX
85 Jobe Materials	Raul Paredes	El Paso	TX
86 JR Compass LLC	Jesse Macias	El Paso	TX
87 Jurado Construction llc	Fernando Anguiano	EL PASO	TX
88 Kimball Midwest (Midwest Motor Supply Co. Inc.)	Colin Statler	Columbus	OH
89 KreativDesk (Tomety's Inc)	Evans Tomety	Frisco	TX
90 KS Construction LLC		El Paso	TX
91 LABSOURCE INC	STEVEN PLECKI	NORTHLAKE	IL
92 LD Supply Company, Inc.	Justin Ellis	El Paso	TX
93 Liberty Office Products	Scott Wiland	Houston	TX
94 Life Landscaping		el paso	TX
95 Li-Neon Media Group		El Paso	TX
96 Lobo Distribution LLC	Perry Wolfe	El Paso	TX
97 MACNEILL AND SONS GENERAL CONTRACTORS	VERONICA PACHECO	EL PASO	TX
98 MAID IN BLISS,LLC	David Barrios	El Paso	TX
99 Maintenance Unlimited, Inc.	Gabriel Nathan	El Paso	TX
100 Mayer's Glass & Construction	Noe Mayer	El Paso	TX
101 Mayfield Pool Supply, LP		El Paso	TX
102 McKenzie Development LLC		Clint	TX
103 Mean Clean LLC		El Paso	TX
104 Medaserv (Strong Medical Partners LLC)	charles fatora	Pineville	NC
105 Medlock Commercial Contractors, LLC.	Steve Medlock	El Paso	TX
106 MG Evergreen LLC	Alex Gonzalez	EL PASO	TX
107 Mirador Enterprises, Inc. (Mirador Enterprises)	Adriana Dominguez	EL PASO	TX
108 Mission Linen Supply	Hector Covarrubias	El Paso	TX
109 Mister Car Wash	Clarriza Partrick	Tucson	AZ
110 Momar Inc	Shaunda Sostand	Atlanta	GA
111 Muncie Transit Supply (Muncie Reclamation and Supply)	Becky Huff	Muncie	IN
112 NEBULA ADVISERS LLC	Letitia Montoya	Santa Fe	NM
113 New Generation Construction Crew	MARIA CHAVEZ	El Paso	TX
114 NorrisLeal, LLC	Ruben Moncayo	Harlingen	TX
115 North America Procurement Council Inc., PBC		Grand Junction	CO
116 One Stop Janitorial Services LLC	Jesus Trevino	Weslaco	TX
117 OVOL USA (Western BRW-Bosworth)	Cindy Leander	Dallas	TX
118 Owens Realty Services	Isabelle Owens	Orlando	FL
119 P&V Distributing	Pamela E Caraveo	El Paso	TX
120 P&Y Pump Service (P&Y Mobile Wash Inc)	Peter Pedregom	El Paso	TX
121 Pannell Industries Inc	Rachel Zhang	Dallas	TX
122 PERIKIN Enterprises LLC	Rafael Lopez	El Paso	TX
123 piper weatherford	SAMMY TUCKER	Dallas	TX
124 PJS of El Paso, Inc.	Marisela Velez	El Paso	TX
125 Pollock Investments Inc (Pollock Orora)	Susan Ritchie	Grand Prairie	TX
126 Possible Missions, Inc.	Paula Mendoza	Houston	TX
127 Prestige Construction Group	Edgar Hermosillo	El Paso	TX
128 Pritchard Industries	Trisha Simon	Houston	TX
129 PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	PATRICIA OLIVAS, CUSTOMI	TAMPA	FL
130 Quality MRO (Price Global Logistics LLC)	Joseph Price	Garland	TX
131 RAD Painting (Ricardo DeLucio)	Ric DeLucio	El Paso	TX
132 Reflective Apparel	Becky Keith	Marietta	GA
133 RENT A TRAILER LLC (Carlos Fraire)	Carlos Fraire	El Paso	TX
134 Rentokil North America, Inc. (Target Specialty Products)	Steve McClung	Reading	PA
135 Roger Brown Co. LLC	Dale Betz	El Paso	TX
136 Royal Imaging Solutions (Royal Media Network, Inc.)	Maricris Bustamante	Windsor Mill	MD
137 Safe Space Cleaning Services	Marisol Lucero	El Paso	TX

2022-0632 Janitorial Services - City 1-2-3-4 and MCAD (UPTT) Bidders List

138 Safety-Kleen	Ryan Clark	el paso	TX
139 School Specialty LLC	Amy Fuss	Philadelphia	PA
140 Scotwood Industries, LLC	Kara Banks	Overland Park	KS
141 Servin, LLC	Lucia Servin	El Paso	TX
142 Sherwin Williams Company	Adrian Allen	El paso	TX
143 Sid Tools Inc. dba MSC Industrial Supply	Teela Willis	Davidson	NC
144 SJI and Associates LLC	Gabriel Porras	El Paso	TX
145 SMI Facility Services (Supreme Maintenance, Inc.)	Audra Lee	Albuquerque	NM
146 Socorro ISD	Samuel Garcia	El Paso	TX
147 SOLUTIONS PEST AND LAWN	RONNY WHEELER	PASADENA	TX
148 Southwest Premier Services, LLC	Jaime Anchondo	El Paso	TX
149 Southwestern Mill Distributors	David Montoya	El Paso	TX
150 Spartan Construction of TX, Inc.	Steve Allen	EL PASO	TX
151 Spectrum Paper	Maxine Brown-Soto	El Paso	TX
152 State Industrial Products	Accounts Receivable	Boston	MA
153 Stiles General Contractors LLC	Adeliz Stiles	El Paso	TX
154 Sunset Survival & First Aid Inc	Debbie Depin	Huntington Beach	CA
155 Technical Building Services (JiVG Enterprises LLC)	Joe Gardea	EL PASO, TX	TX
156 TELSUPPLIERS LLC	GEORGE TANCREDI	PLANO	TX
157 Texas Correctional Industries (Texas Department of Criminal Justice)	Tarah Splawn	Huntsville	TX
158 The PlanIt Room	Cecilia Hernandez	El Paso	TX
159 Tough Shirts		Huntsville	TX
160 Travis Association for the Blind - Austin, TX	Carolina Rivera	Austin	TX
161 Triangle Construction Services (EMJ Corporation)	Accounting	Chattanooga	TN
162 Unipak Corp.	Brian Marcus	West Long Branch	NJ
163 United Laboratories, Inc	Debbie Bremberg	St. Charles	IL
164 Urban Restoration Group U.S. Inc.	Accounts	Glendale	CA
165 VersaTables	John Carlo Manco	Los Angeles	CA
166 Virtual Builders Exchange	Jeannette	San Antonio	TX
167 VJ Capital Properties, Ltd.	James T Garcia	El Paso	TX
168 Wassco Corporation	Britt Wasson	Tulsa	OK
169 WCD Enterprises, LLC (Dryden)		Scottsdale	AZ
170 West Texas Chiller Solutions	Sergio Torres	Horizon City	TX
171 WinSupply of El Paso (WinSupply of El Paso TX Co)	Rebecca Valdespino	El Paso	TX
172 Winsupply W El Paso	Jesus Mendez	VINTON	TX
173 WW Grainger	Johanna Hunter	El Paso	TX
174 Ysleta ISD		El Paso	TX
175 Yucca Contracting (Israel Vaquera)		El Paso	TX
176 Zep Sales and Service (Acuity Specialty Products, Inc)	Maureena Fabien-Watson	Atlanta	GA



Legislation Text

File #: 22-909, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

Planning and Inspections, 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

[POSTPONED FROM 08-16-2022]

**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;

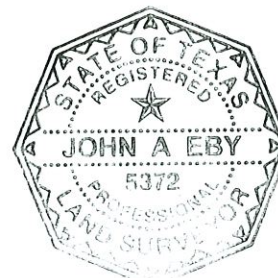
Thence, South 71°10'00" East a distance of 153.30' to a 1/2" rebar found for the northeastern most corner of this parcel, also being a point on the western ROW of Schwabe Street;

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.

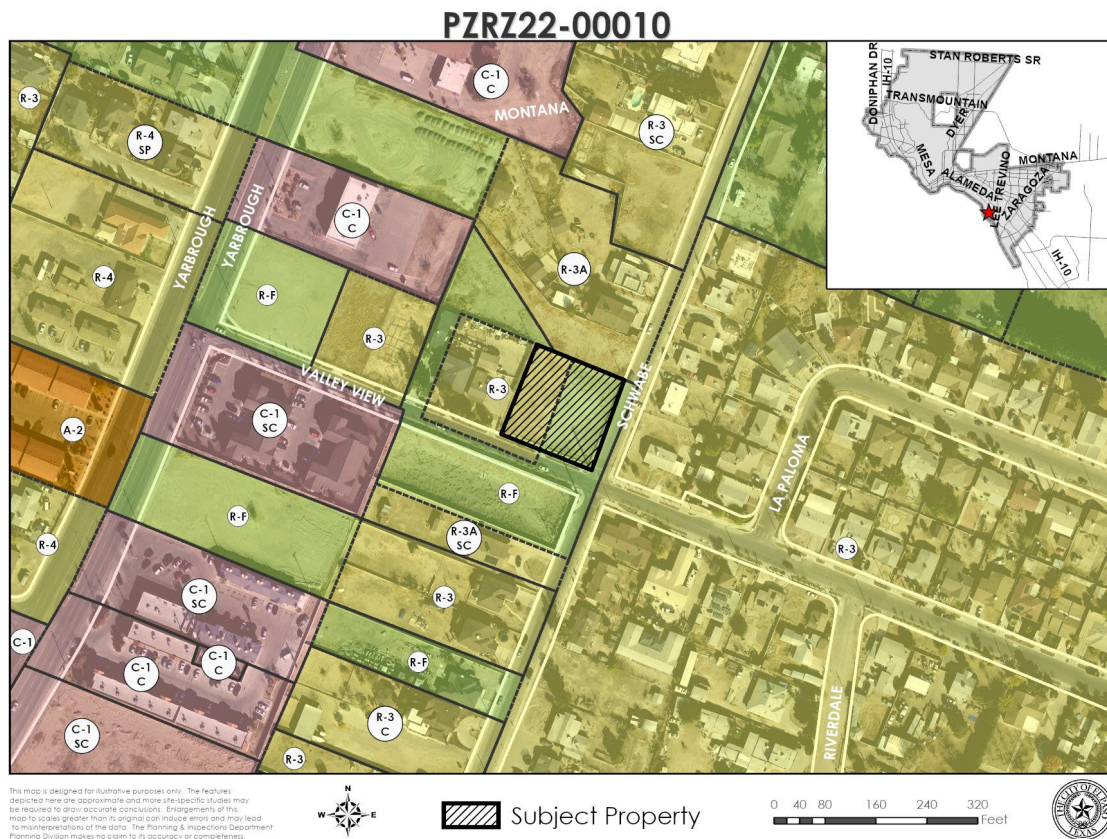


Figure A. Subject Property & Immediate Surroundings

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.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed development is 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>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>R-5 (Residential) District: 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>

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:	
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	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.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	This property does not fall within any historic districts, special designations, or study plan areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable with no rezoning cases within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	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:

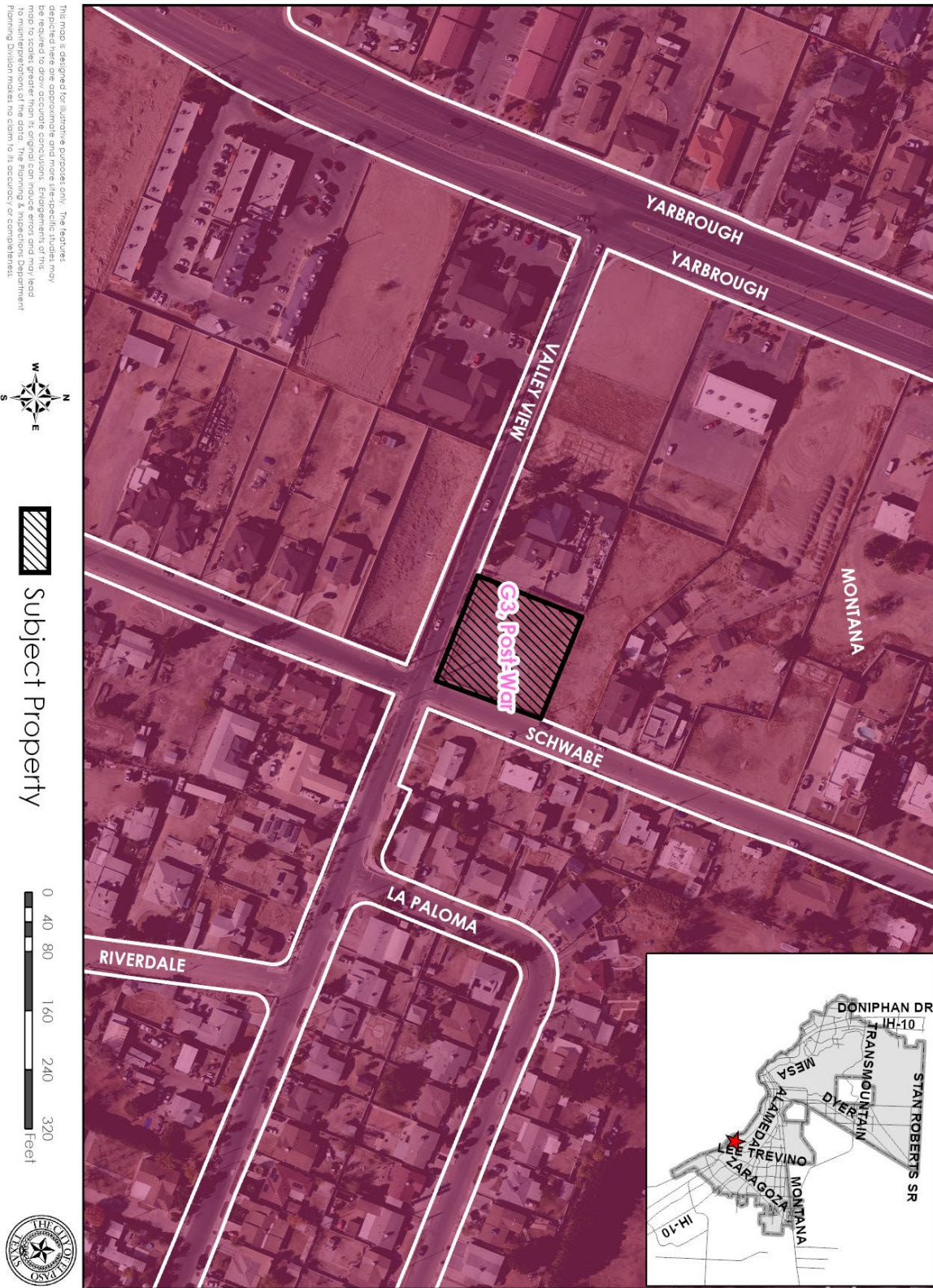
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
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:

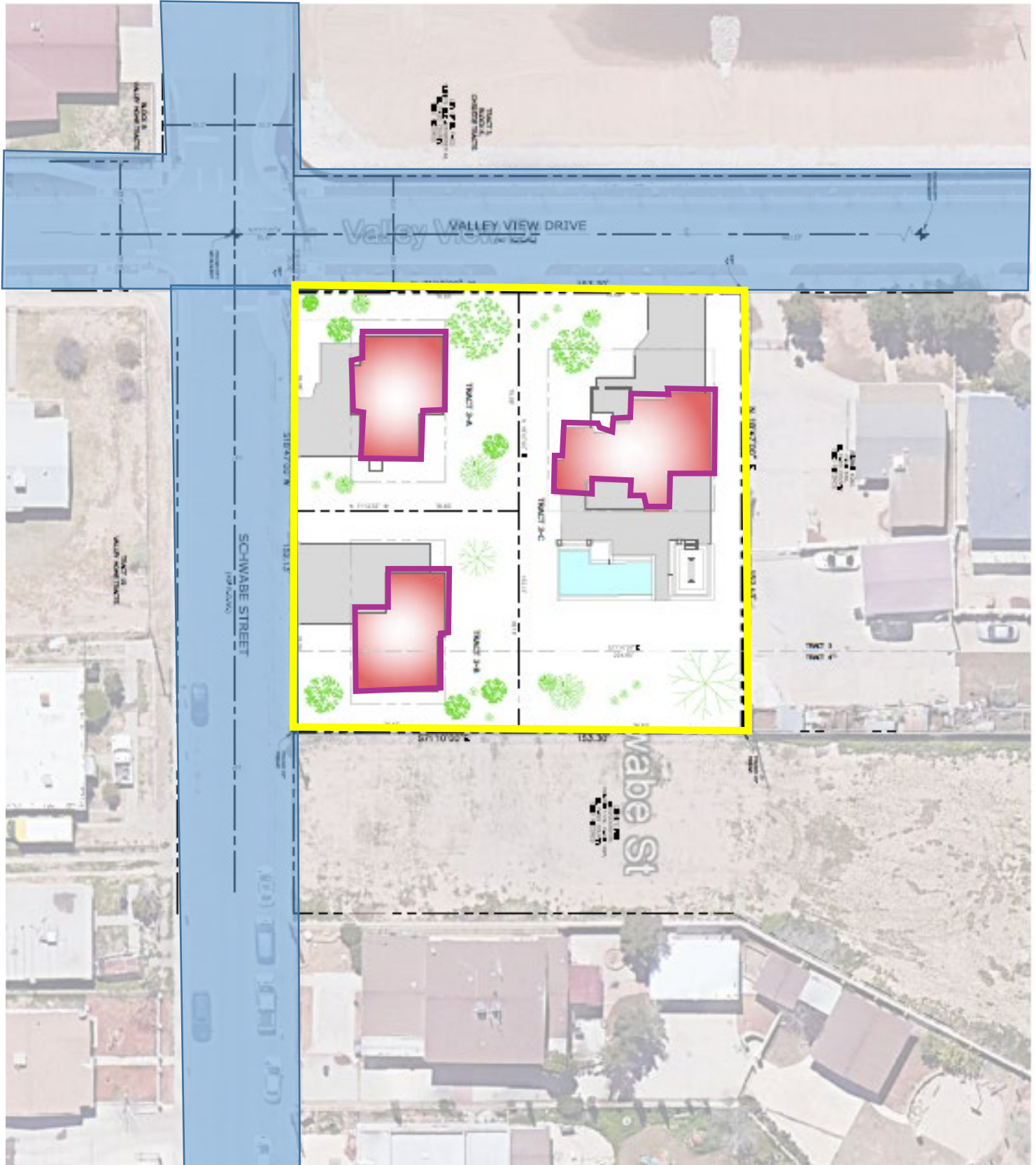
1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1

PZR22-00010



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.

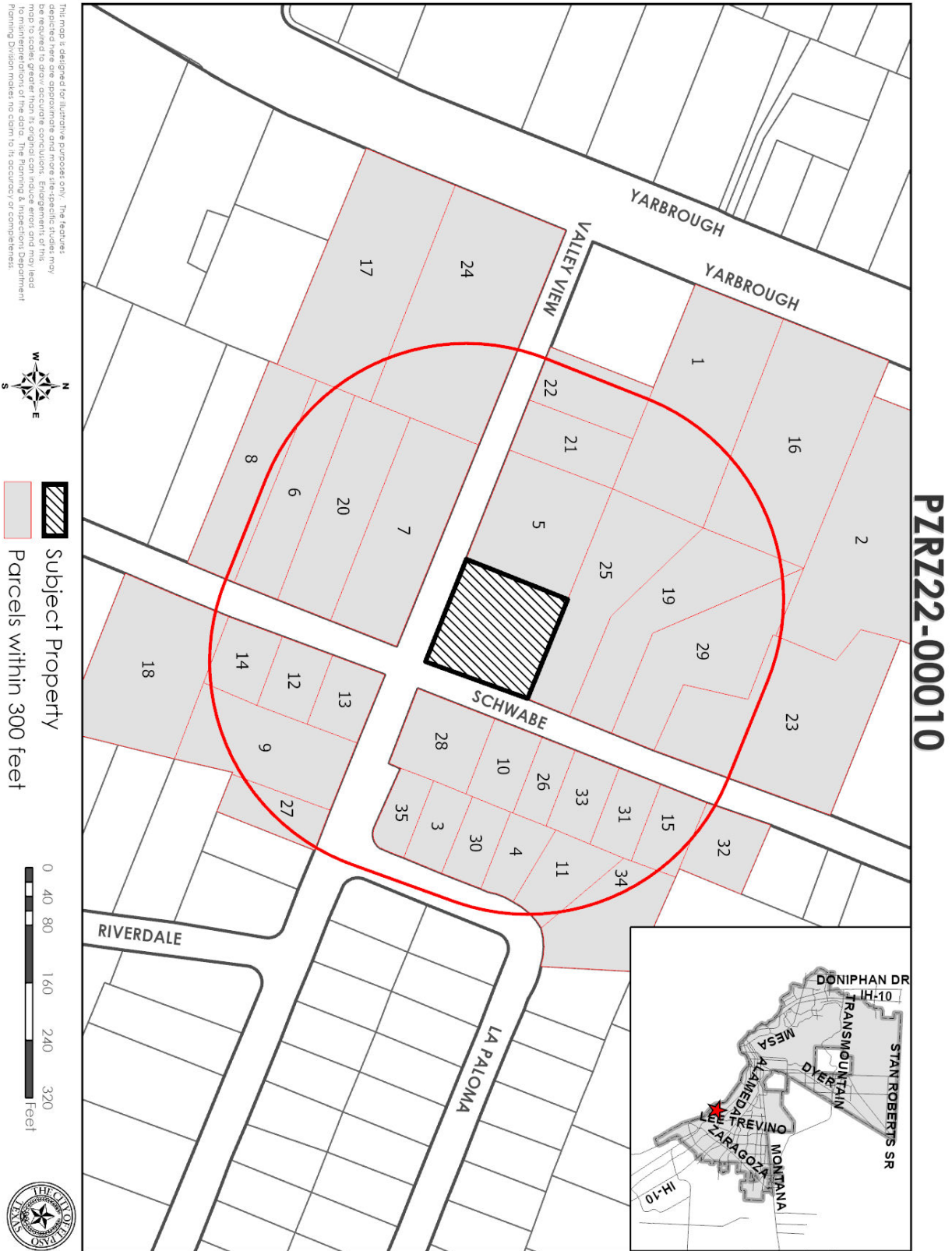
The Street & Drainage Improvements for Valley View Dr. (City #235534) did not include this vacant lot on their drainage calculations; developed runoff must stay within each tract (see note below).

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





ITEM 37

541 Schwabe Street Rezoning

PZRZ22-00010

Strategic Goal 3.

Promote the Visual Image of
El Paso



PZRZ22-00010



Aerial

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

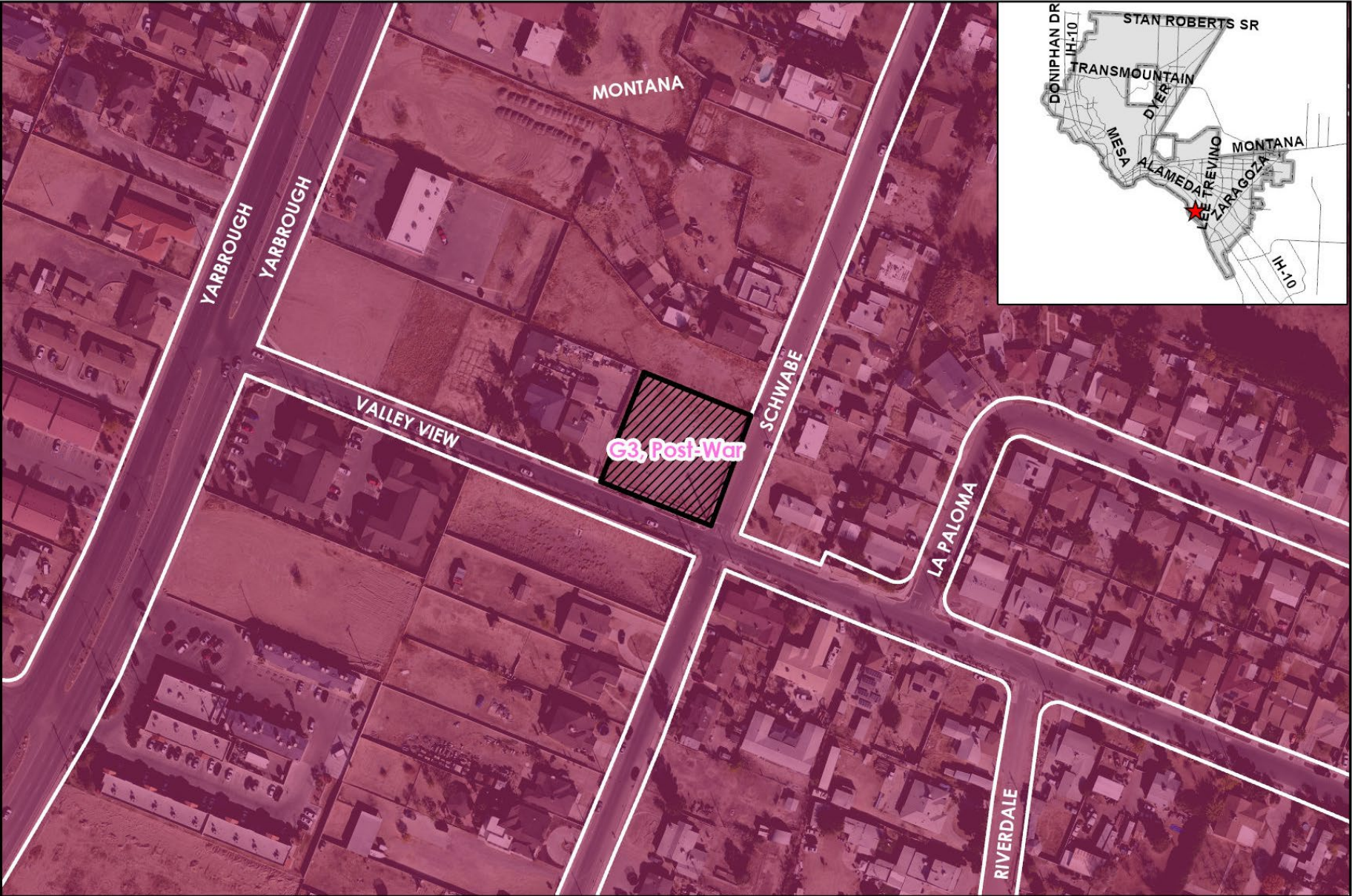


Subject Property

0 40 80 160 240 320 Feet



Future
Land
Use



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property

0 40 80 160 240 320 Feet



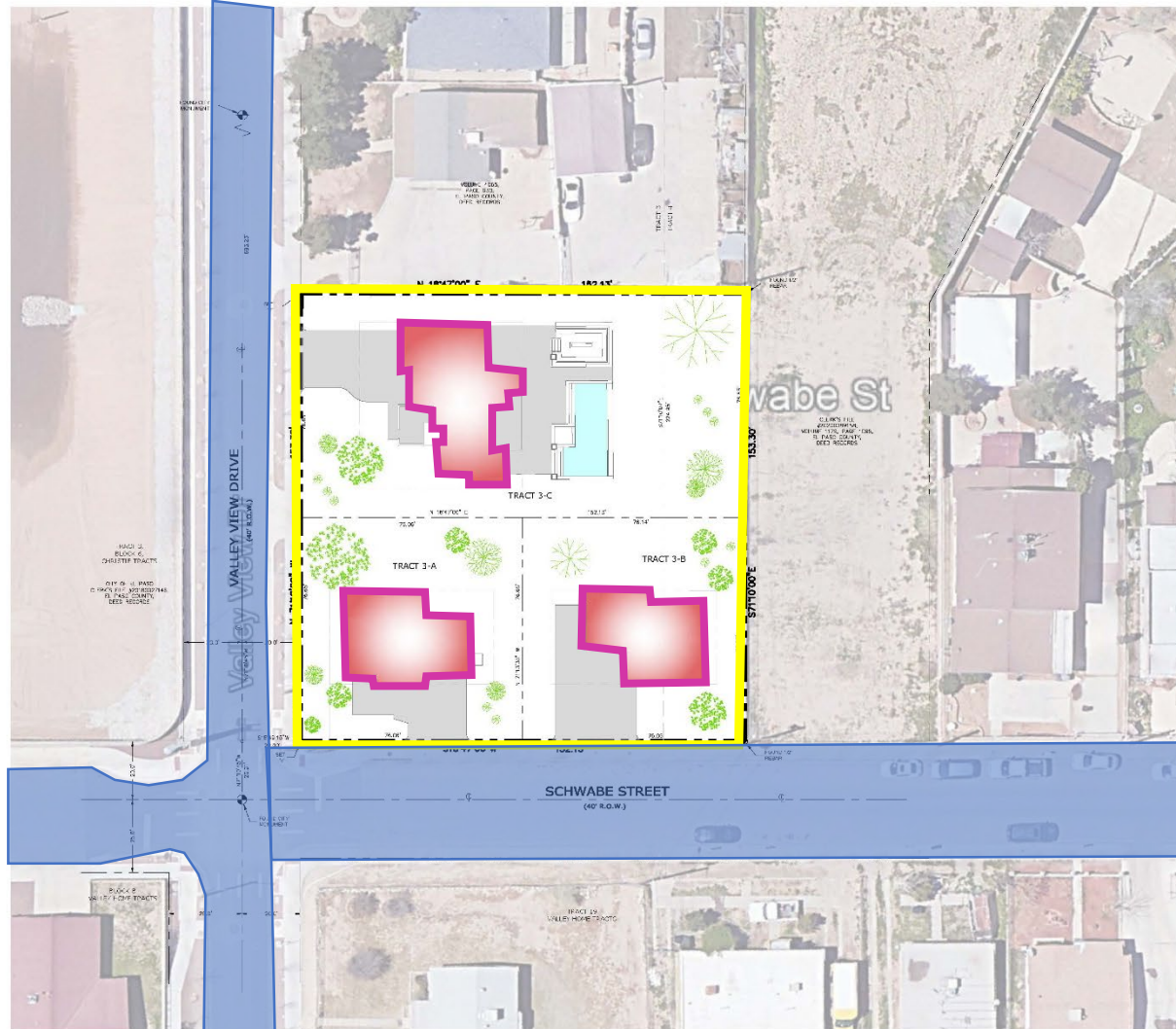
Conceptual Plan

PROJECT SITE PLAN

N.T.S.

PROPOSED REZONING FROM RF/R3 TO R5.

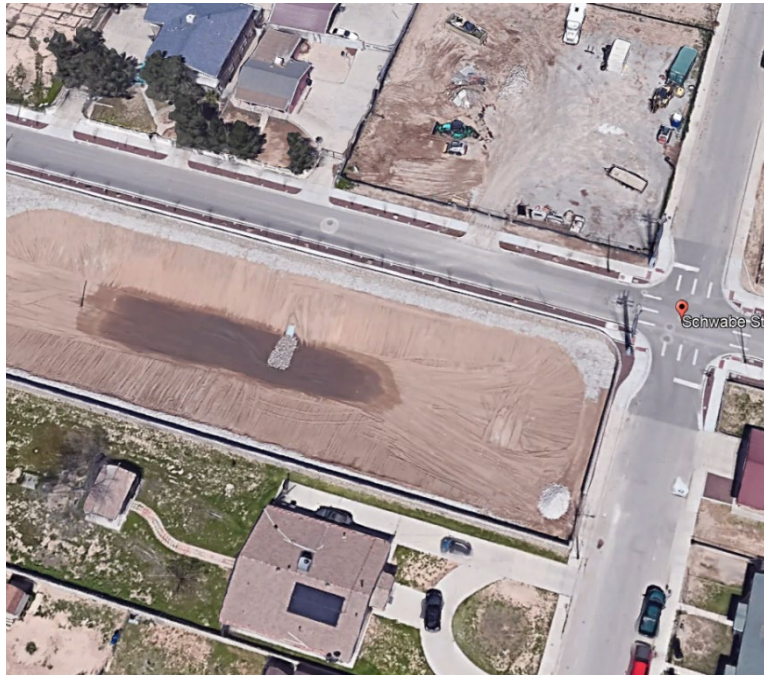
PROPOSED 3 RESIDENTIAL LOTS FOR SINGLE FAMILY HOMES.



Subject Property



Surrounding Development



N



W

S

E



Public Input

- Notices were mailed to property owners within 300 feet on July 6, 2022.
- The Planning Division received (1) one phone call of opposition, and three (3) people expressed their opposition to request at July 28, 2022 City Plan Commission Meeting.



Recommendation

- Staff recommends approval of the rezoning request
- CPC recommends approval of the rezoning request



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 22-1017, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 4

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

Planning and Inspections, 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

*****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 Leaser, 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



CASE NUMBER: PZRZ21-00032
CASE MANAGER: David Samaniego, (915) 212-1608, SamaniegoDC@elpasotexas.gov
PROPERTY OWNER: Sofia Aguilera
REPRESENTATIVE: Luis Javier Lopez
LOCATION: 6519 S. Angora Loop St. (District 4)
PROPERTY AREA: 0.44 acres
REQUEST: Rezone from R-4 (Residential) to A-O (Apartment/Office)
RELATED APPLICATIONS: None
PUBLIC INPUT: 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

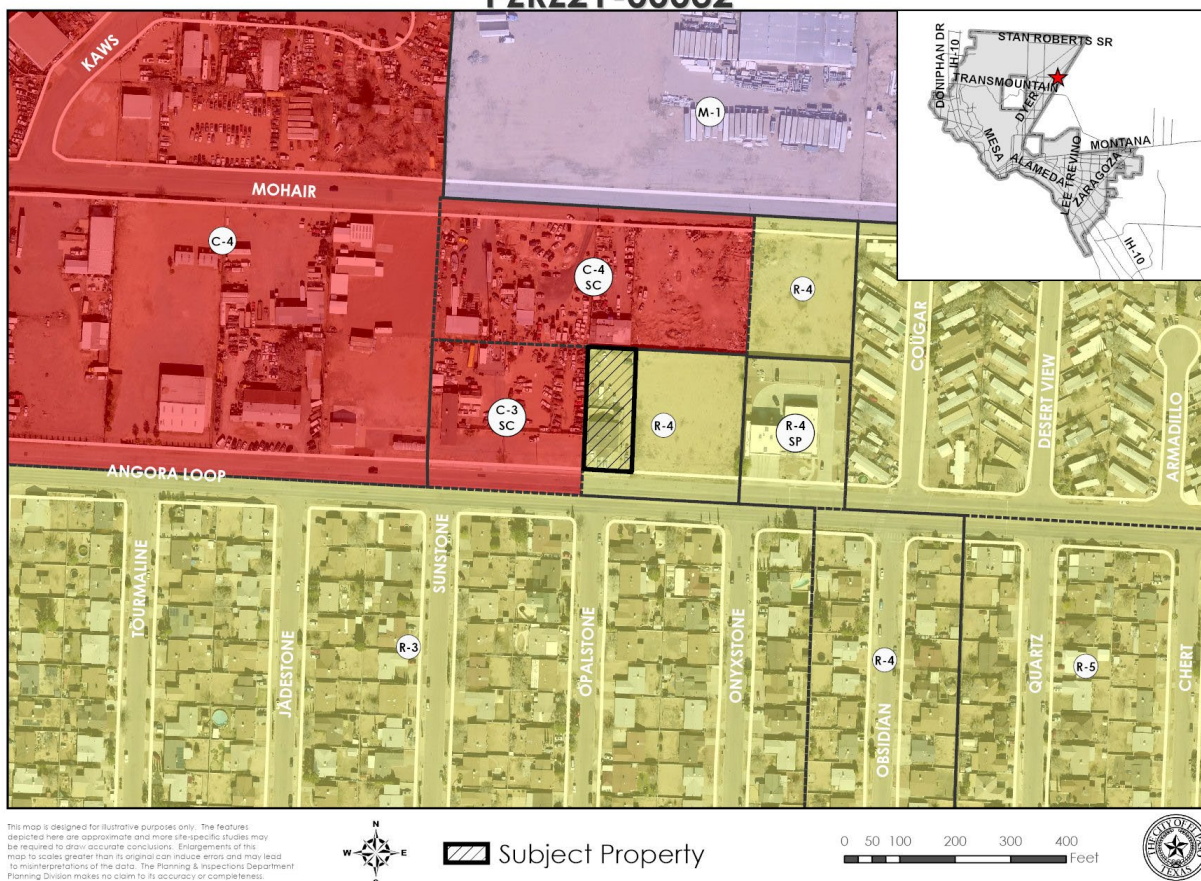


Figure A. Subject Property & Immediate Surroundings

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.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-7, Industrial and/or Railyards: 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>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>A-O (Apartment/Office) District: 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>

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:	
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use, and/or land use.	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).
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The proposed development is not located within any historic districts or other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no adverse effects anticipated from the proposed rezoning. The proposed A-O (Apartment/Office) zone districts permits apartments, without adding more intensive commercial uses within the area of the abutting residential districts.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable and there has not been any rezonings in the immediate area within the last ten years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The existing 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.

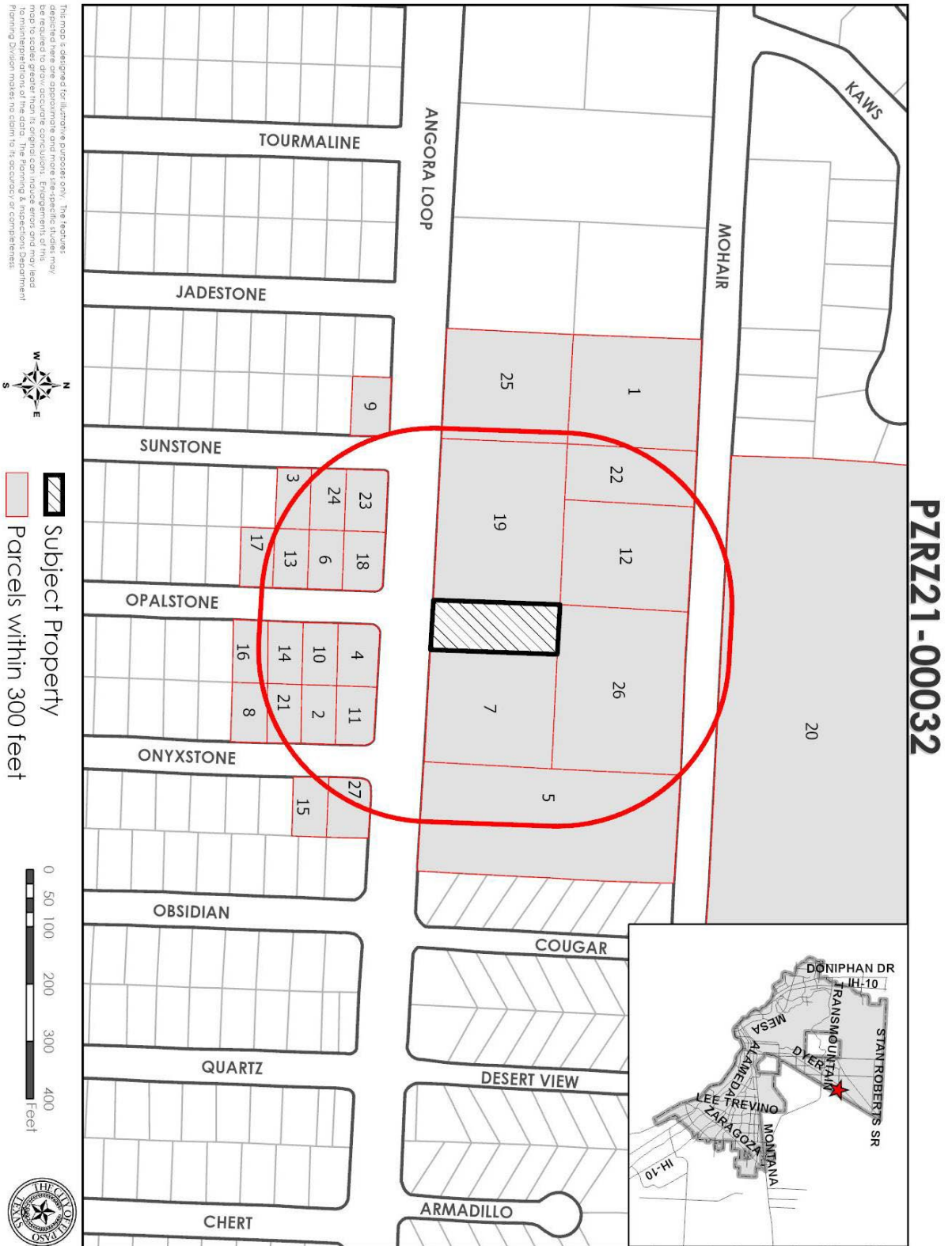
ATTACHMENTS:

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

File #: 22-1034, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 6

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

Planning and Inspections, 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

*****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 ____.

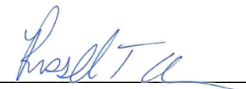
THE CITY OF EL PASO:

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.

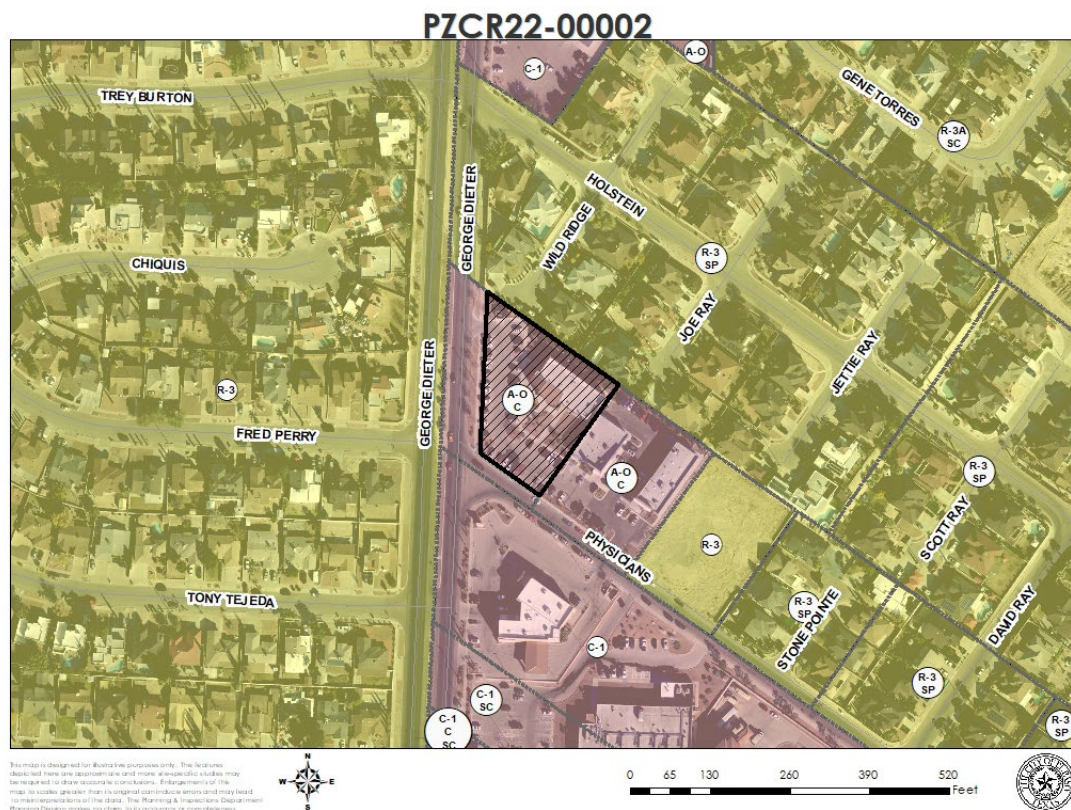


Figure A. Subject Property & Immediate Surroundings

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).

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed condition release is compatible with the Future Land Use designation for the property</p> <p><u>G-4, Suburban (Walkable):</u> This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<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>

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:	
<p>Compatibility with Surroundings: The zoning district is compatible with those surrounding the site:</p> <p>A-O (Apartment/Office) District: 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>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use, and/or land use.</p>	<p>Yes. The subject property is located 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>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>This property does not fall within any historic districts, special designations, or study plan areas.</p>
<p>Potential Adverse Effects: 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>Natural Environment: Anticipated effects on the natural environment.</p>	<p>The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.</p>

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:	
Stability: Whether the area is stable or in transition.	The area is stable with no rezoning cases within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	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:

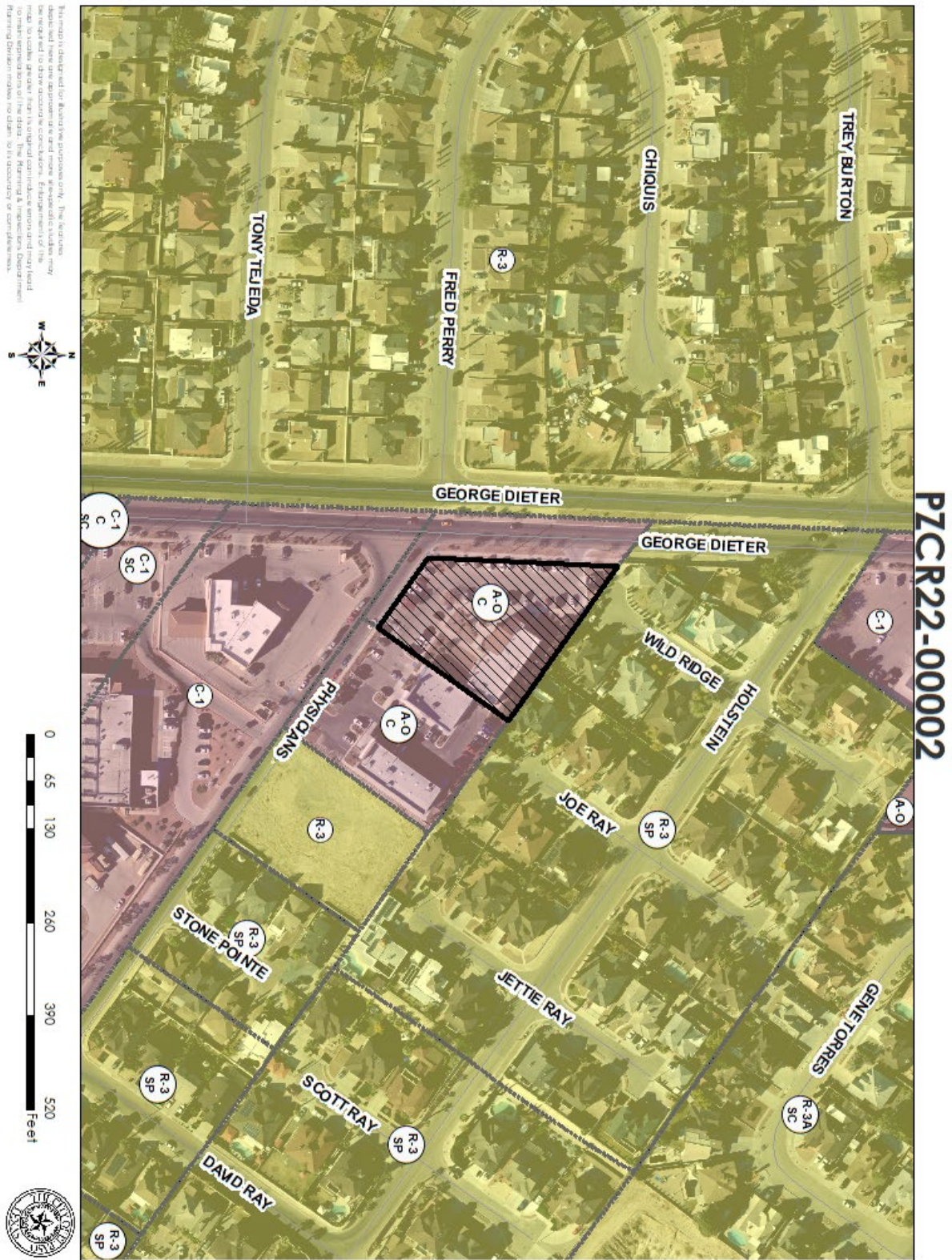
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

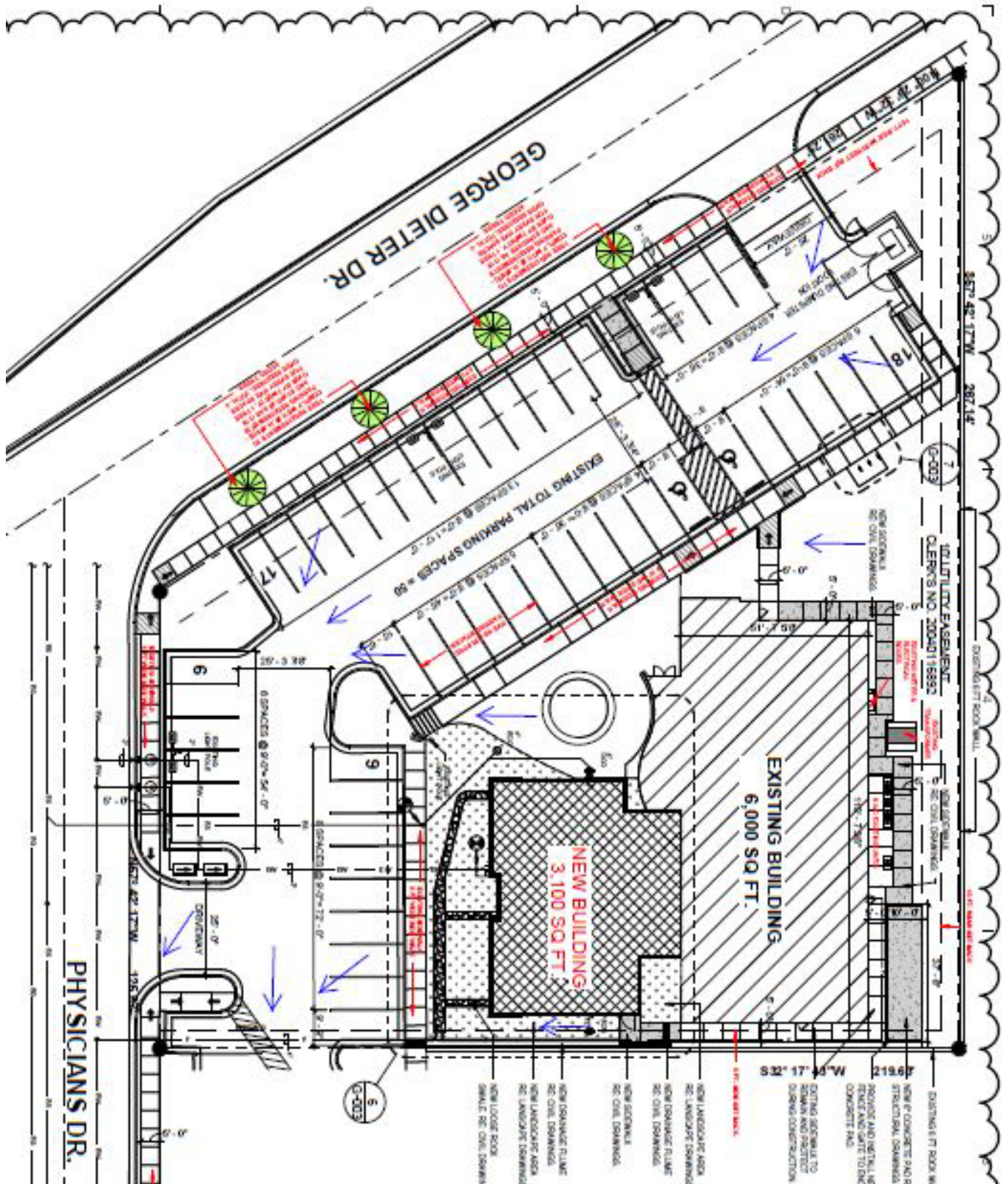
ATTACHMENTS:

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.

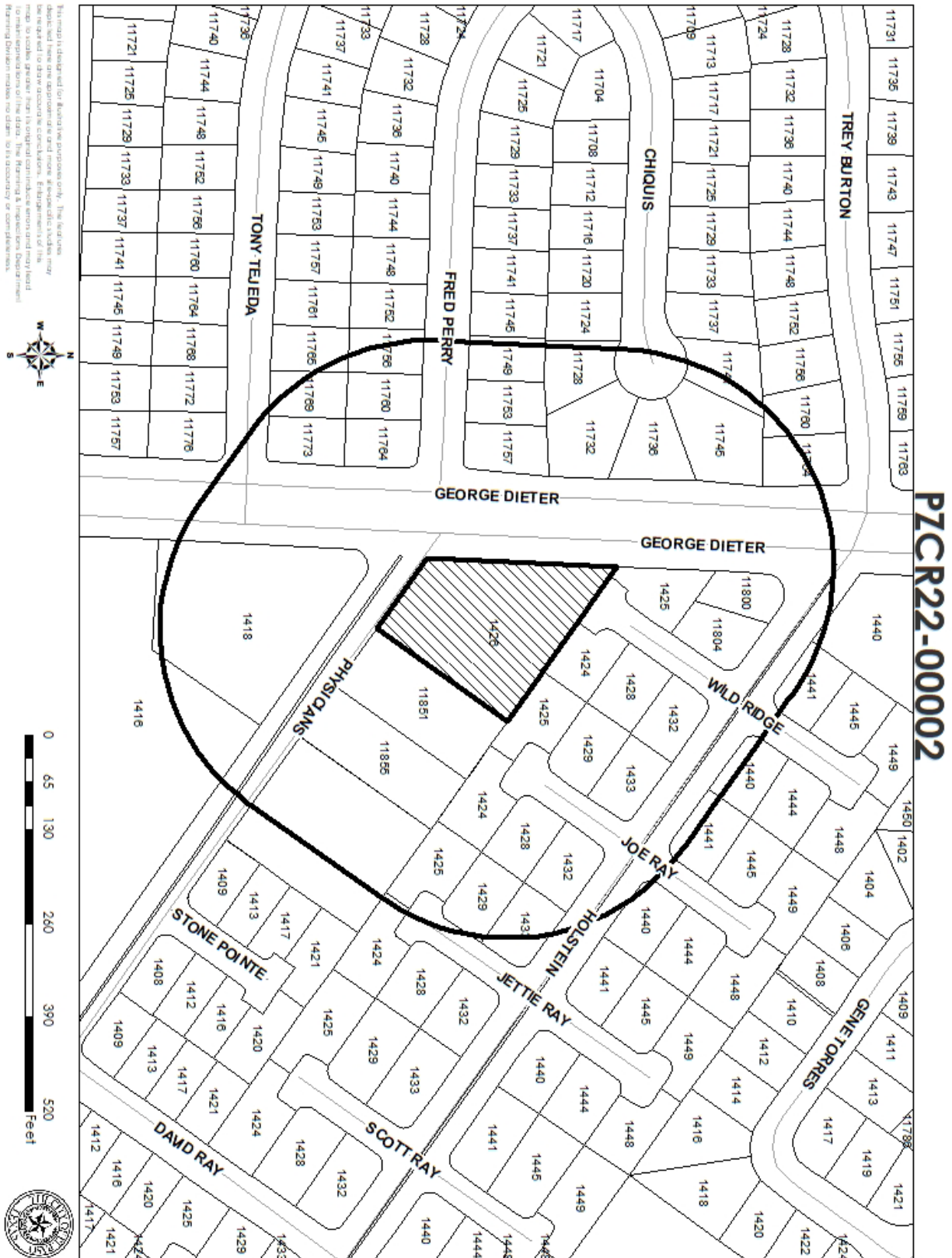
Texas Department of Transportation

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

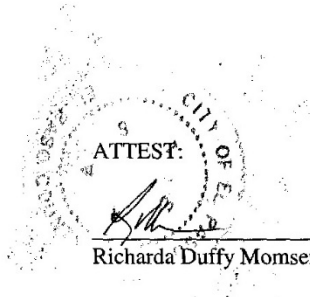
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7/31/03

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 5th 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 El Paso, written in dark ink.

APPROVED AS TO FORM:

Matt Watson
Assistant City Attorney

A handwritten signature of Matt Watson, Assistant City Attorney, written in dark ink.

APPROVED AS TO CONTENT:

Rodolfo Valdez, Chief Urban Planner
Planning, Research & Development

A handwritten signature of Rodolfo Valdez, Chief Urban Planner, written in dark ink.

Acknowledgment

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 5th 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, written in dark ink.
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

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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

File #: 22-1036, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 6

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

Planning and Inspections, 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

*****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

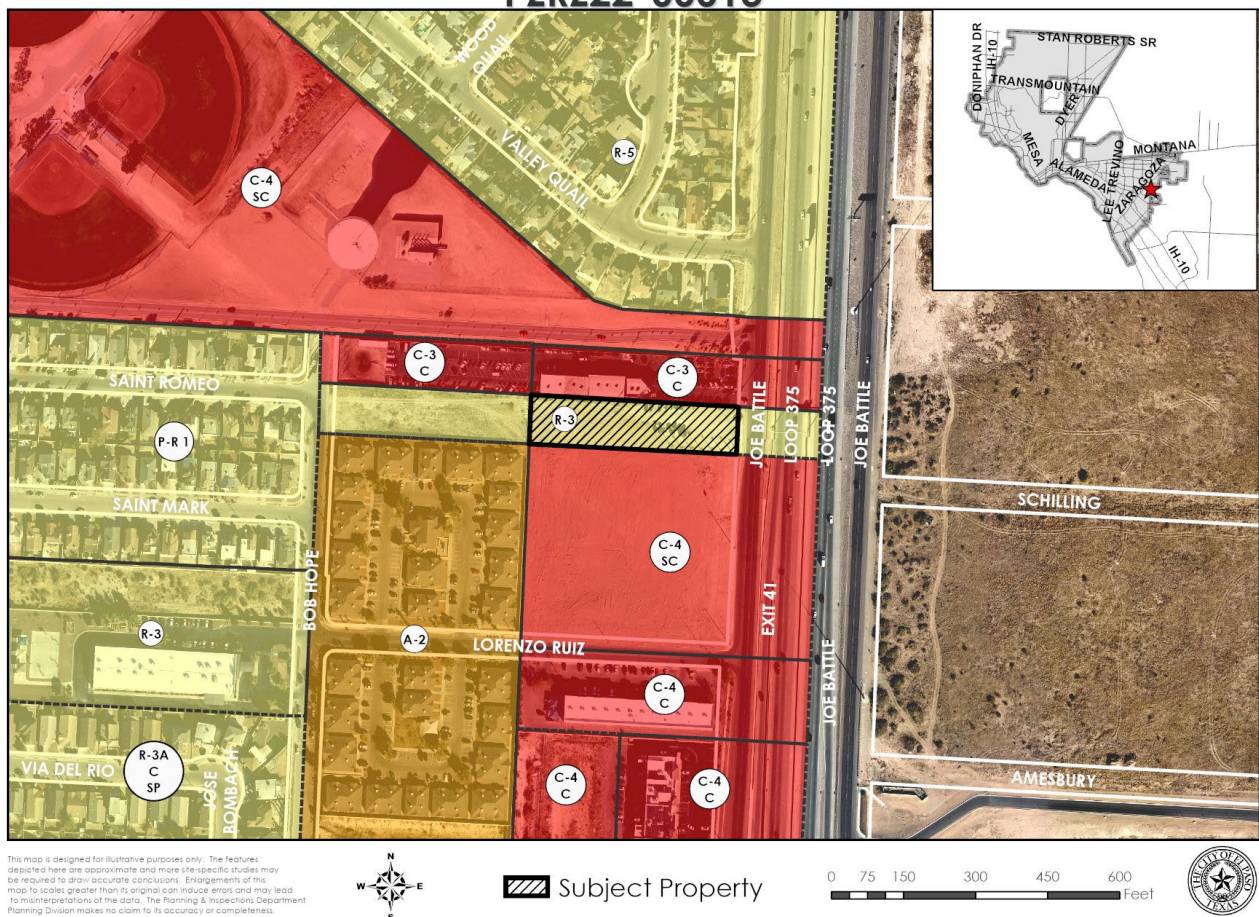


Figure A. Subject Property & Immediate Surroundings

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.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-4, Suburban Walkable: This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic 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>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-3 (Commercial) District: 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>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. 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>

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:	
THE PROPOSED ZONING DISTRICT’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	This property does not fall within any historic districts, special designations, or study plan areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable with no rezoning cases within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	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:

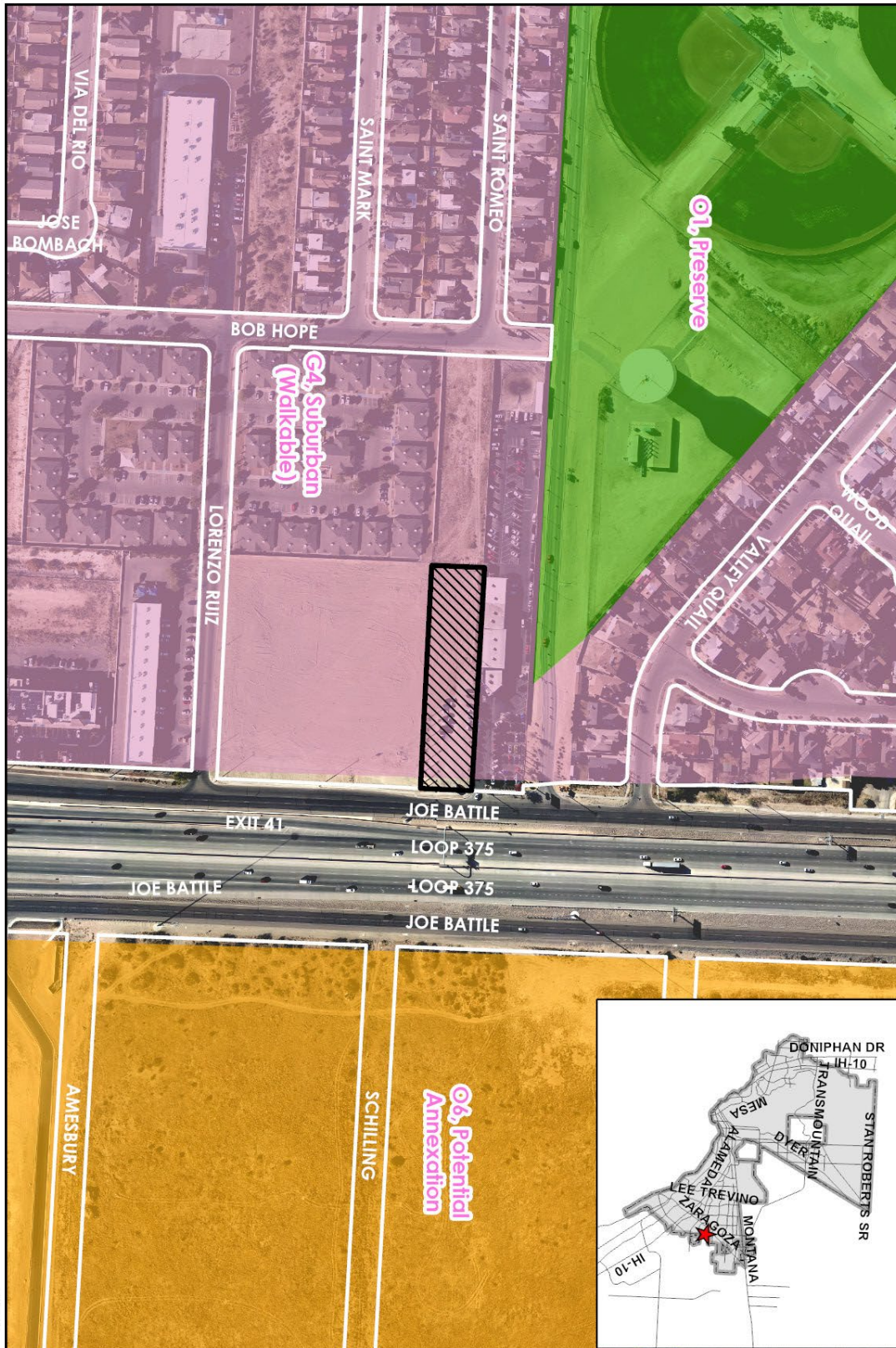
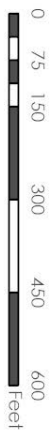
1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Generalized Plot Plan
4. Department Comments

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 map to make greater detail are not intended. The Planning Division makes no claim to its accuracy or completeness.

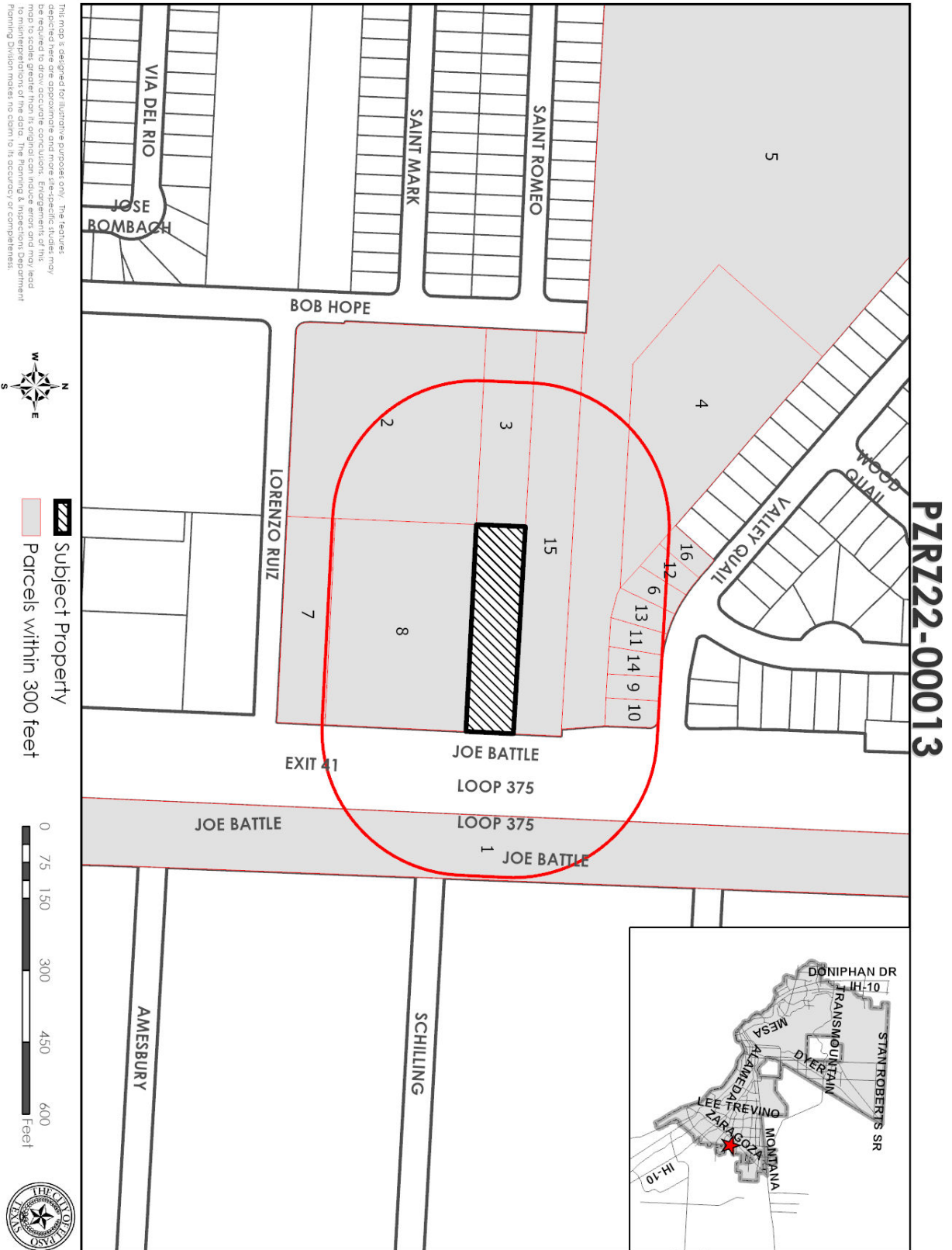


 Subject Property

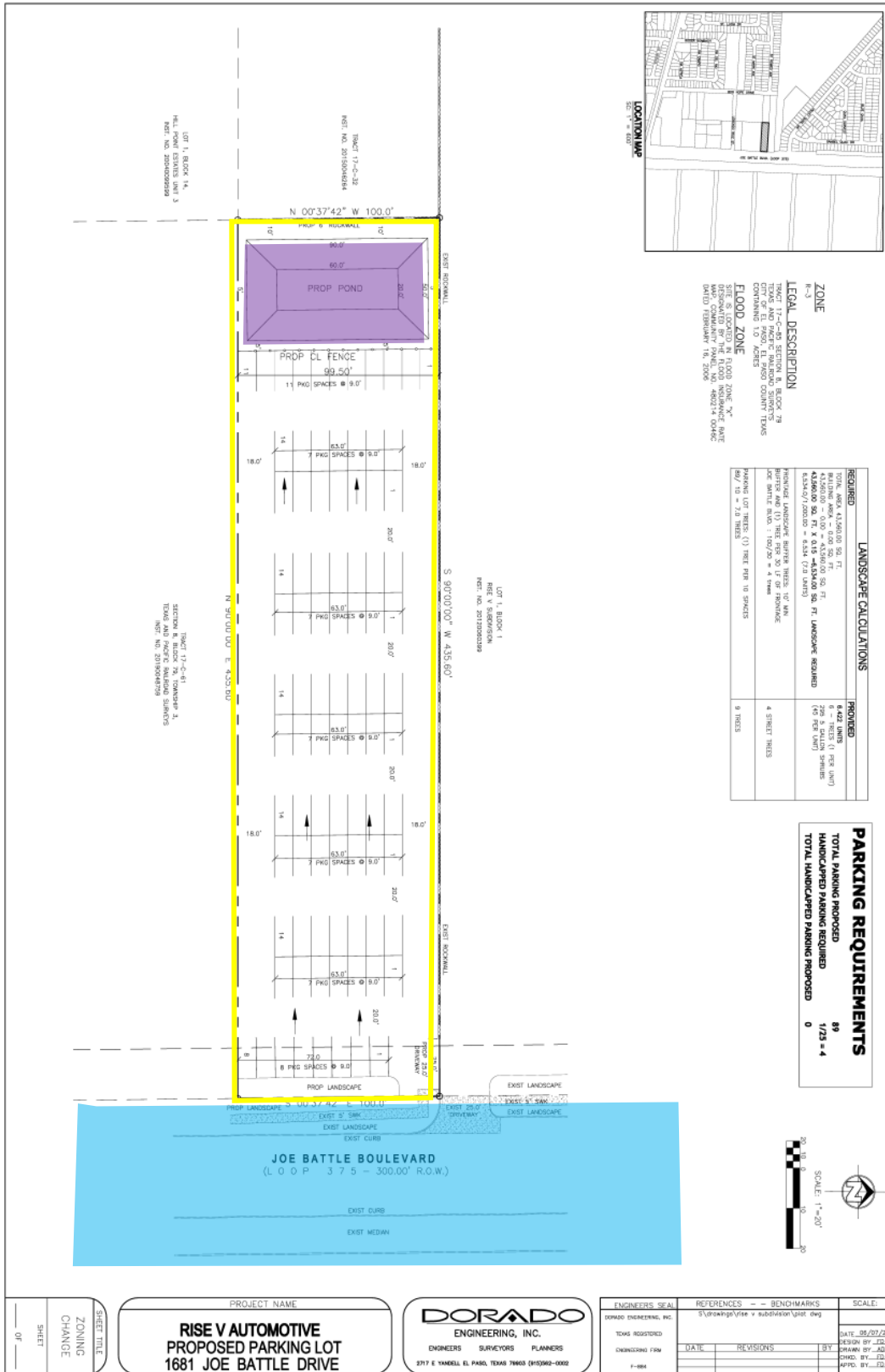


PZR22-00013

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 so we can review the grading, drainage, and proposed landscaping on TXDOT ROW.

Note: Comments to be addressed prior to construction



Legislation Text

File #: 22-1037, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 4

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

Planning and Inspections, 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

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

DEPARTMENT HEAD:

Philip Etiwe

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 Leaser
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

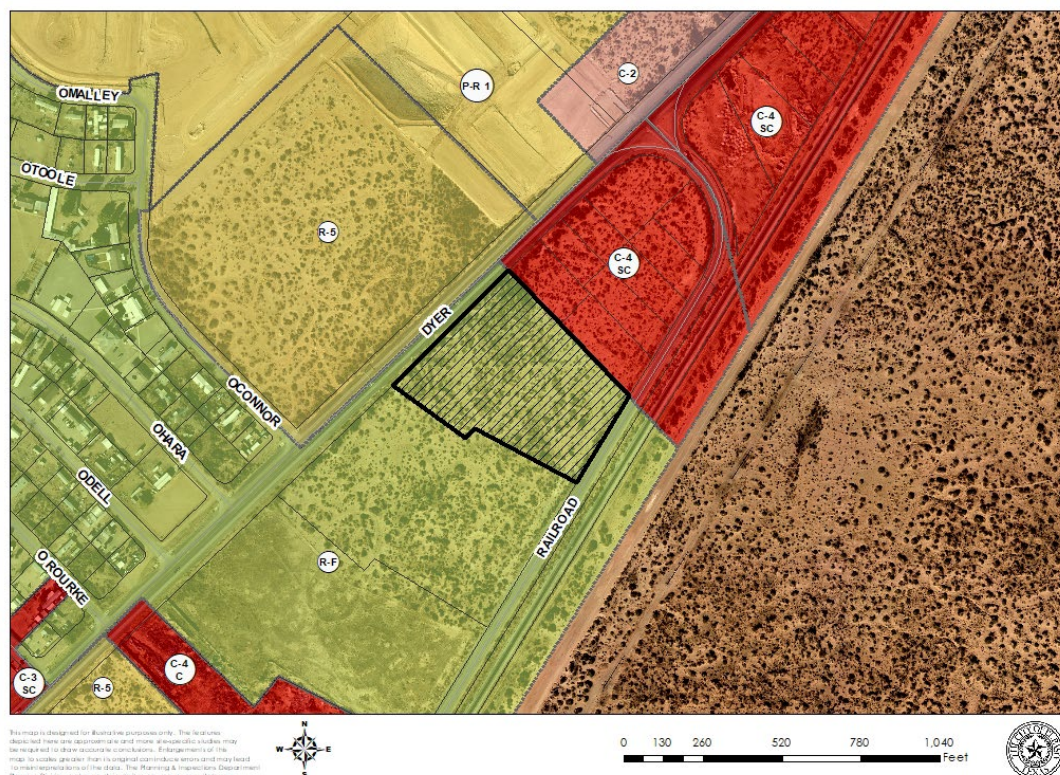


Figure A. Subject Property & Immediate Surroundings

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.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-4, Suburban Walkable: This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic 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>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-4 (Commercial) District: The purpose of these districts is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.</p>	<p>Yes. The 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>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. 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>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations</p>	<p>This property does not fall within any historic districts, special designations, or study plan areas.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	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.
Socioeconomic & Physical Conditions: 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:

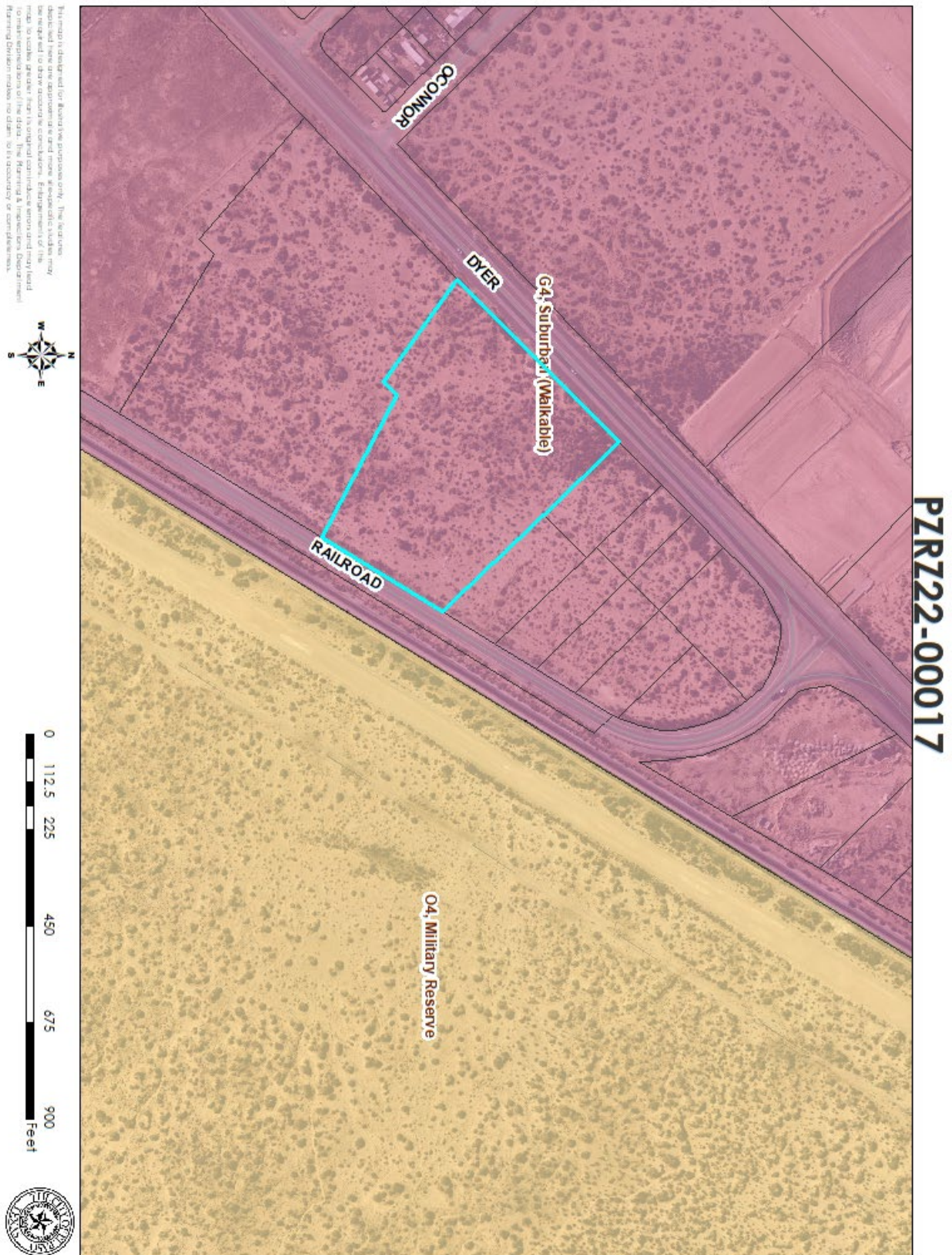
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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 SA,
 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

1997

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

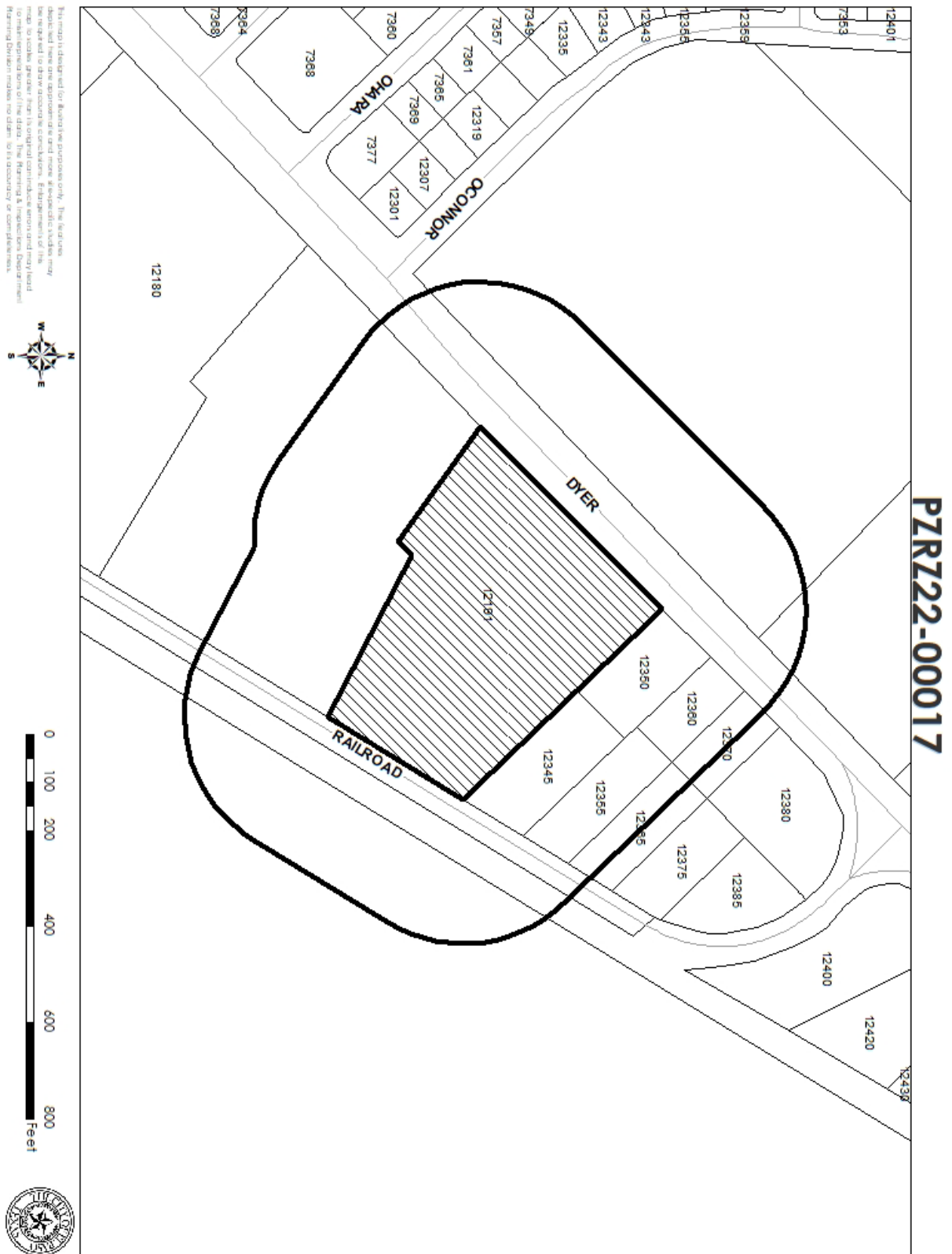
Please adhere to the attached checklist on page 2 of the packet and submit grading and drainage plans for review/approval at ELP_Access@txdot.gov.

Note: Comments to be addressed during building permit review.

El Paso County Water Improvement District 1

No comments received.

ATTACHMENT 4





Legislation Text

File #: 22-1038, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 4

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

Planning and Inspections, 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.

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 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. _____

Zoning Case No: PZRZ22-00006

22-1007-2935|1189014

Rezoning Ordinance Multiple Lots No Conditions | PZRZ22-00006 5510 Will Ruth

WNV

(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 Leoser
Mayor

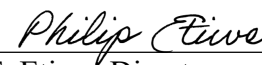
Laura D. Prine, City Clerk

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;

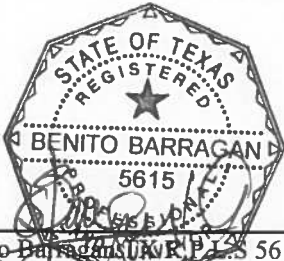
THENCE, N 01° 58' 04" E (N 01° 11' 00" W – Record), along the common line of said parcels of land described in Instrument No. 20170080546 (the east 10 feet of Lot 4 and all of Lots 5, 6 and 7) and Instrument No. 20130002234 (all of Lot 3, and the west 45 feet of Lot 4), a distance of 167.20 feet to a 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.

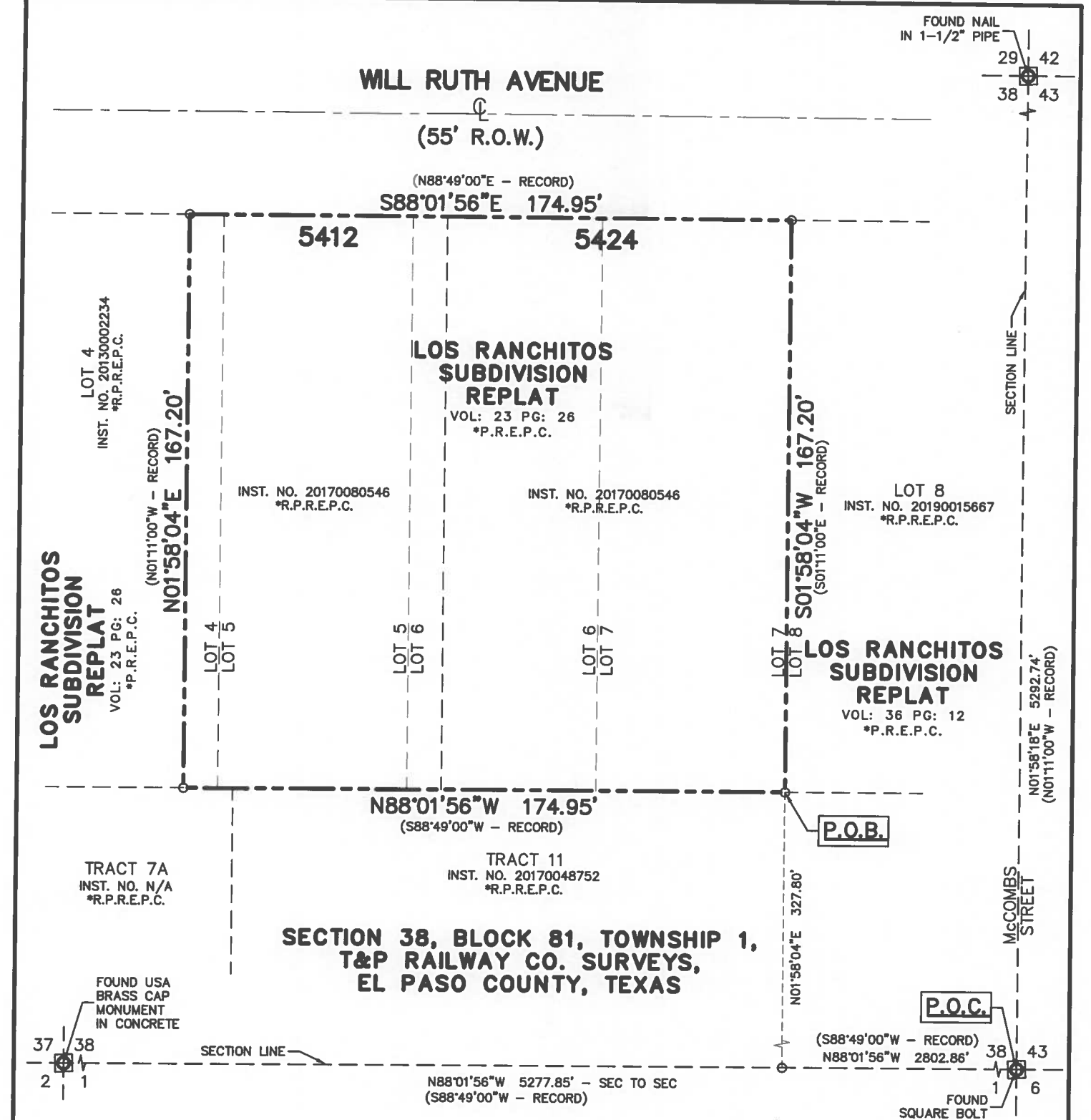
NOTES:

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.




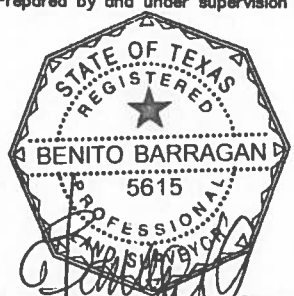
GRID

1 inch = 40 ft.

LEGEND

- ORIGINAL CORNER
- — CALCULATED POINT (NOT SET)

PAGE 2 OF 2

 <p>Barragan & Associates Inc.</p> <p>LAND PLANNING & SURVEYING TEXAS SURVEYING FIRM# 10151200 10950 Pellicano Dr. Building-F, El Paso, Tx 79935 Phone (915) 591-5709 Fax (915) 591-5706</p>	<p>Plat of Survey PARCEL-7</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;

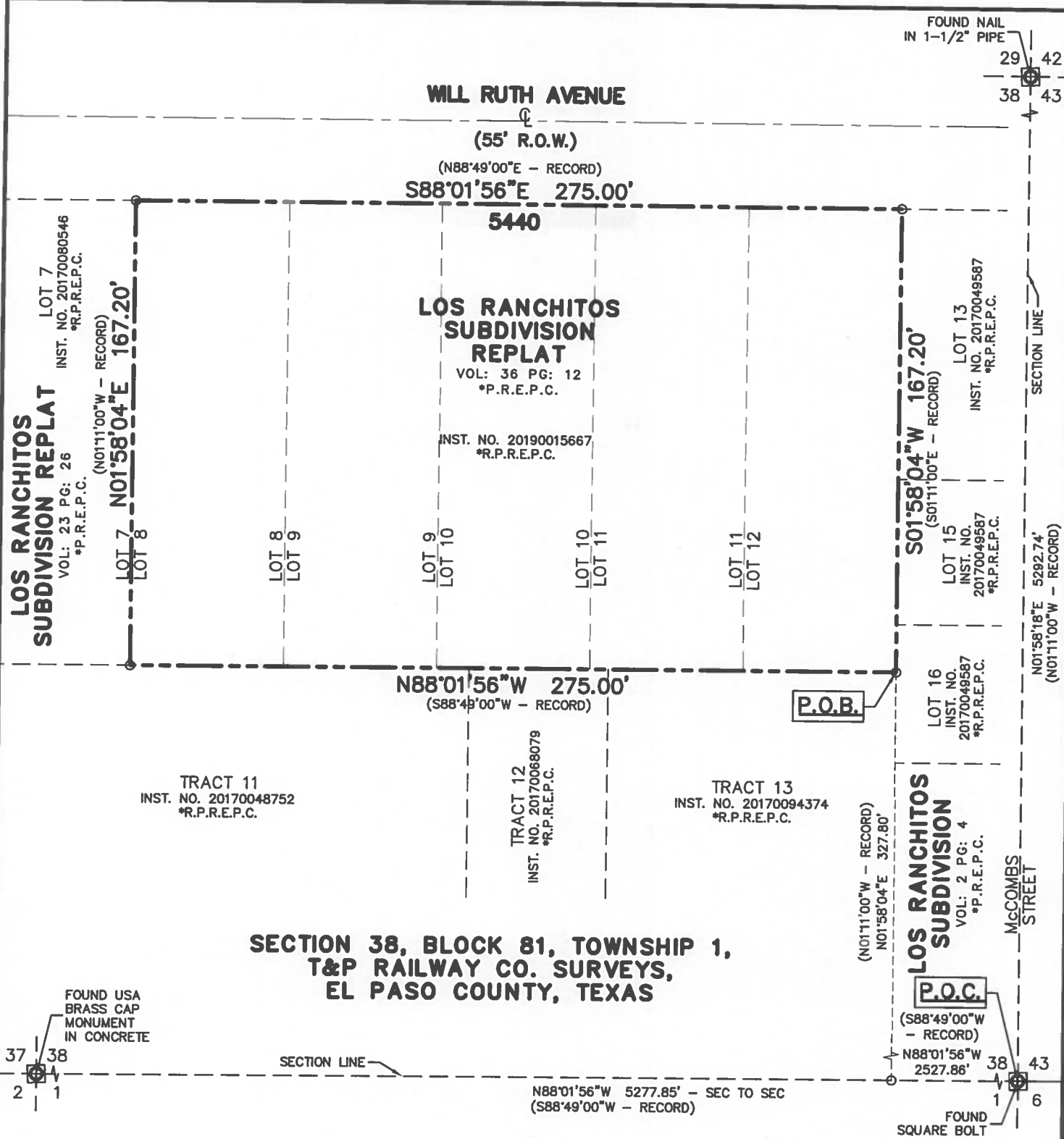
THENCE, S 01° 58' 04" W (S 01° 11' 00" E – Record), leaving said southerly right-of-way of Will Ruth Avenue along the common line of parcels described in Instrument No. 20190015667 (Lots 8, 9, 10, 11 and 12) and Instrument No. 20170046587 (Tracts 13, 14, 15 and 16, Los Ranchitos Subdivision, City of 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>Barragan & Associates Inc.</p> <p>LAND PLANNING & SURVEYING TEXAS SURVEYING FIRM# 10151200 10950 Pellicano Dr. Building-F, El Paso, Tx 79935 Phone (915) 591-5709 Fax (915) 591-5708</p>	<p>Plat of Survey PARCEL-8</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.

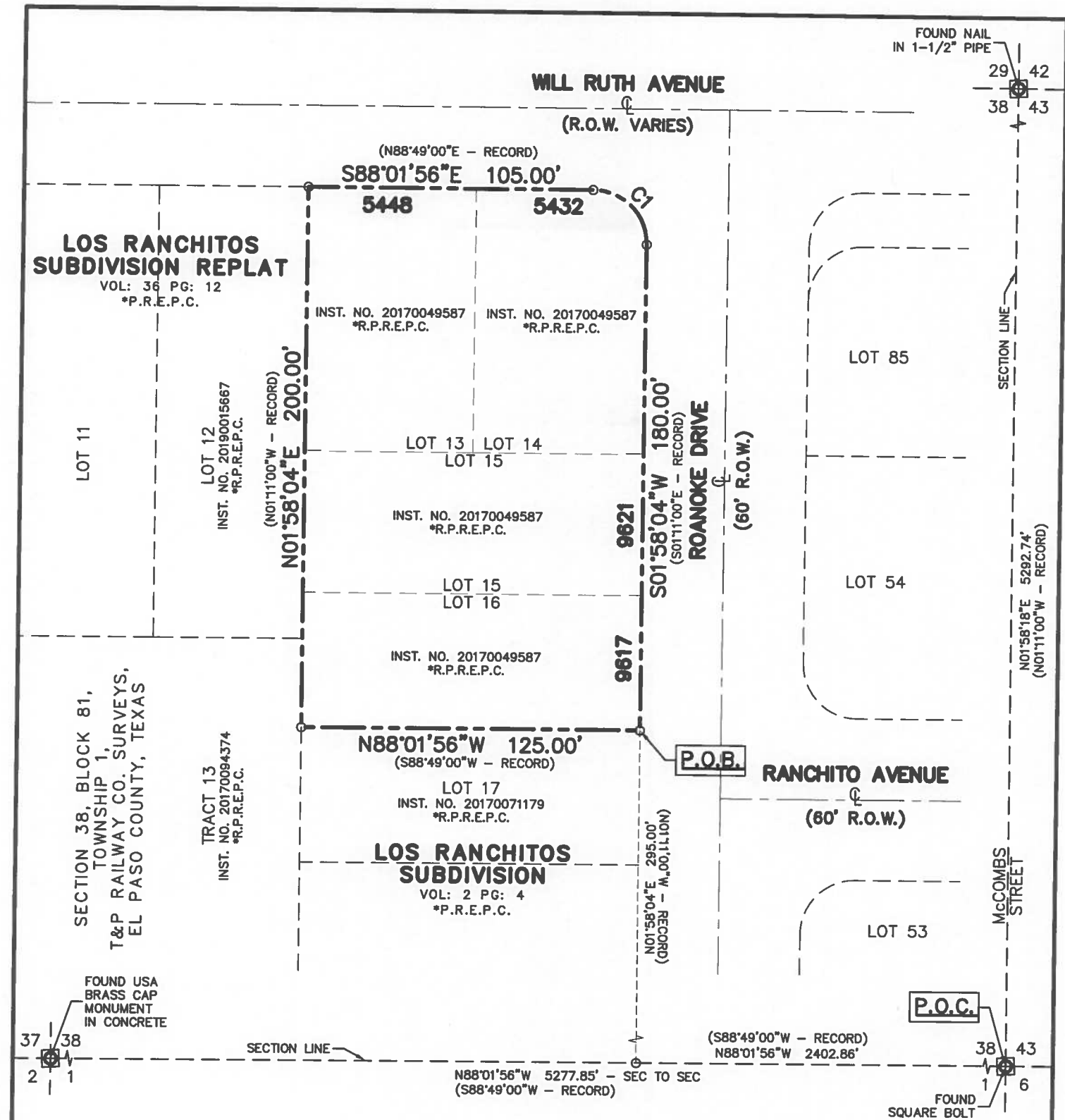
Texas Surveying Firm # 10151200

January 28, 2022

Parcel 9 – 5448-5432 Will Ruth & 9621-9617 Roanoke – Re-Zoning

Job No. 211228-02

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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:

- 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

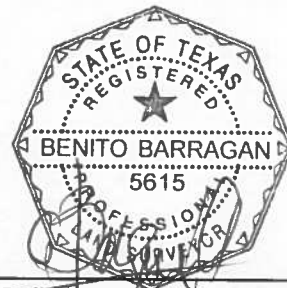
Plat of Survey
PARCEL-9

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.

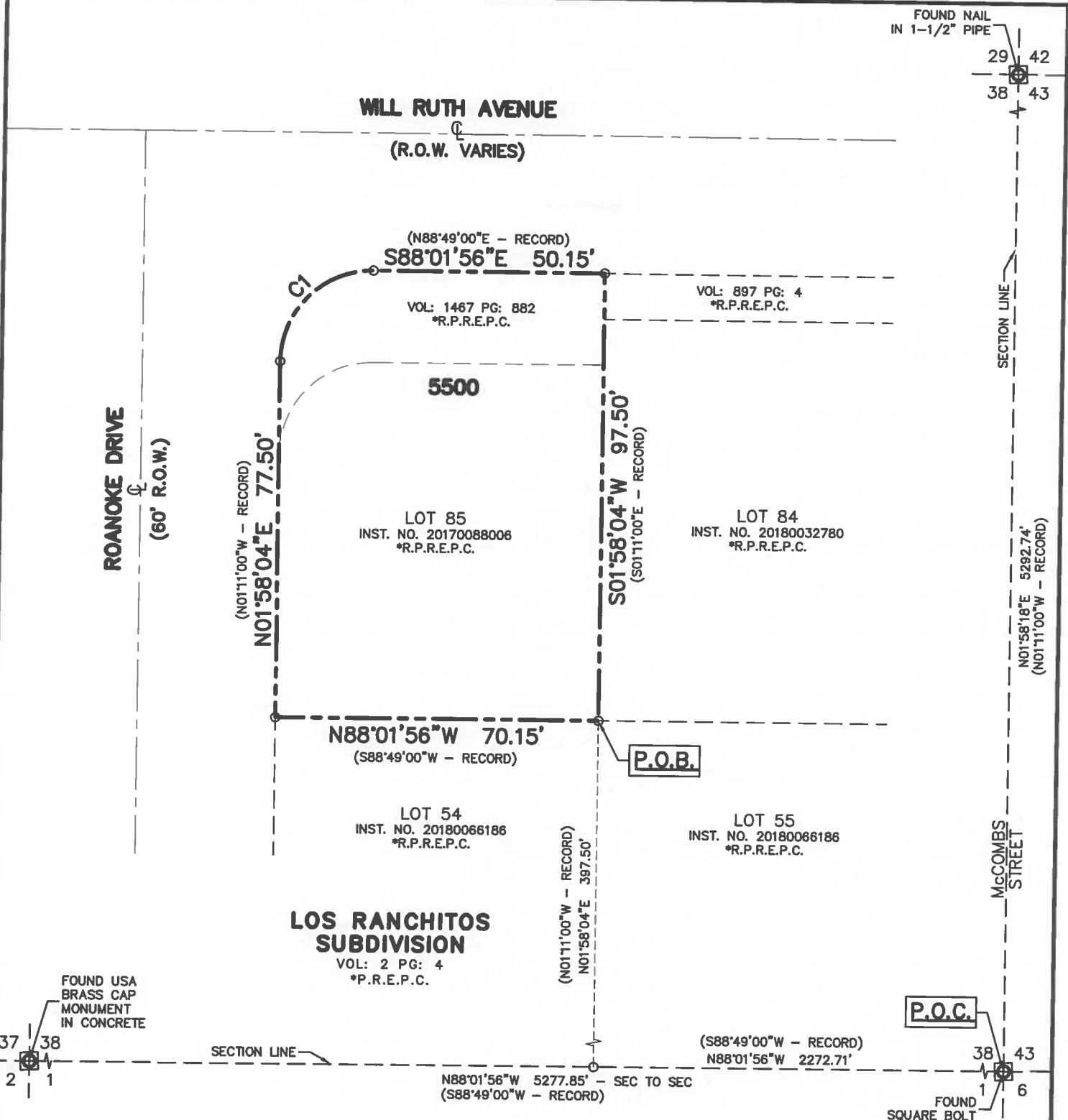
NOTES:

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, R.P.S., No. 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
January 28, 2022
Parcel 10 – 5500 Will Ruth – Re-Zoning
Job No. 211228-02

N:\C Computer\WILL RUTH_SURVEYS AND M&B\RE-ZONING\PARCEL 10-5500 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 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;

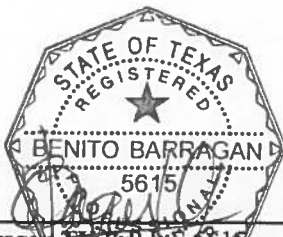
THENCE, N 01° 58' 04" E (N 01° 11' 00" W – Record), along the common line of said parcels described in Instrument No. 20180032780 (Lot 84) and Instrument No. 20170088006 (Lot 85, SAVE AND EXCEPT a portion conveyed to the CITY OF EL PASO) and the parcels described in Volume 1467, Page 882 (parcel of land 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

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:

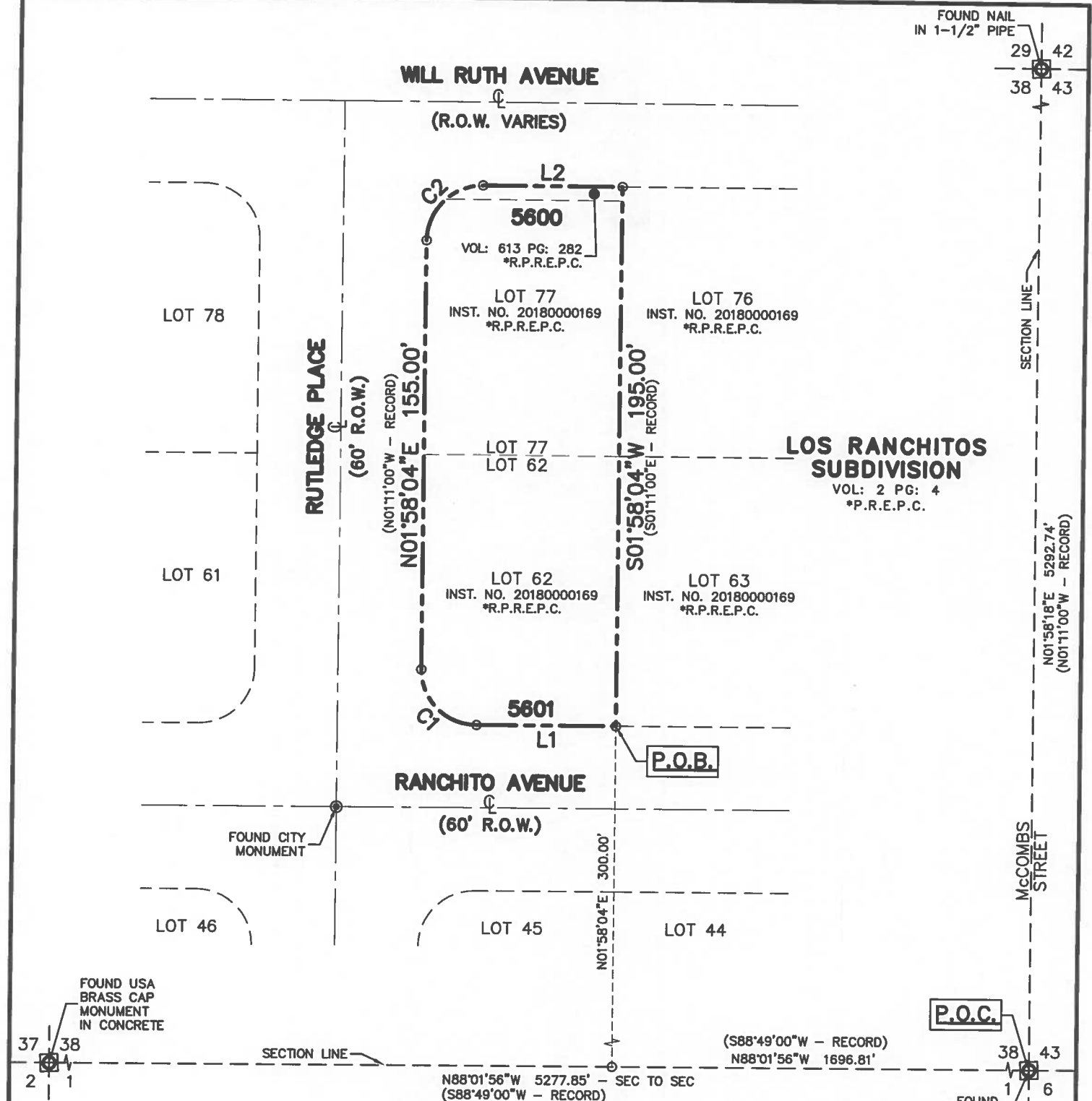
1. May be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP 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, R.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

N:\C Computer\WILL RUTH_SURVEYS AND M&BS\RE-ZONING\PARCEL 12-5600 WILL RUTH & 5601 RANCHITO_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 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)

LINE TABLE			
LINE	BEARING	LENGTH	(RECORD)
L1	N88°01'56"W	50.15'	S88°49'00"W
L2	S88°01'56"E	50.15'	N88°49'00"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	BEARING	CHORD
C1	31.42'	20.00'	20.00'	90°00'00"	N43°01'56"W	28.28'
C2	31.42'	20.00'	20.00'	90°00'00"	N46°58'04"E	28.28'



GRID

1 inch = 50 ft.



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

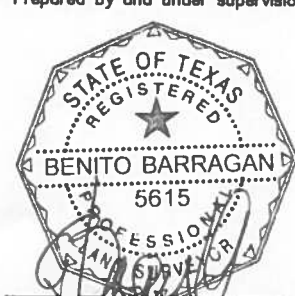
PARCEL-12

LOTS 62 AND 77,
LOS RANCHITOS SUBDIVISION,
AN ADDITION TO THE
CITY OF EL PASO,
EL PASO COUNTY, TEXAS.
AREA 0.31 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. 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-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.

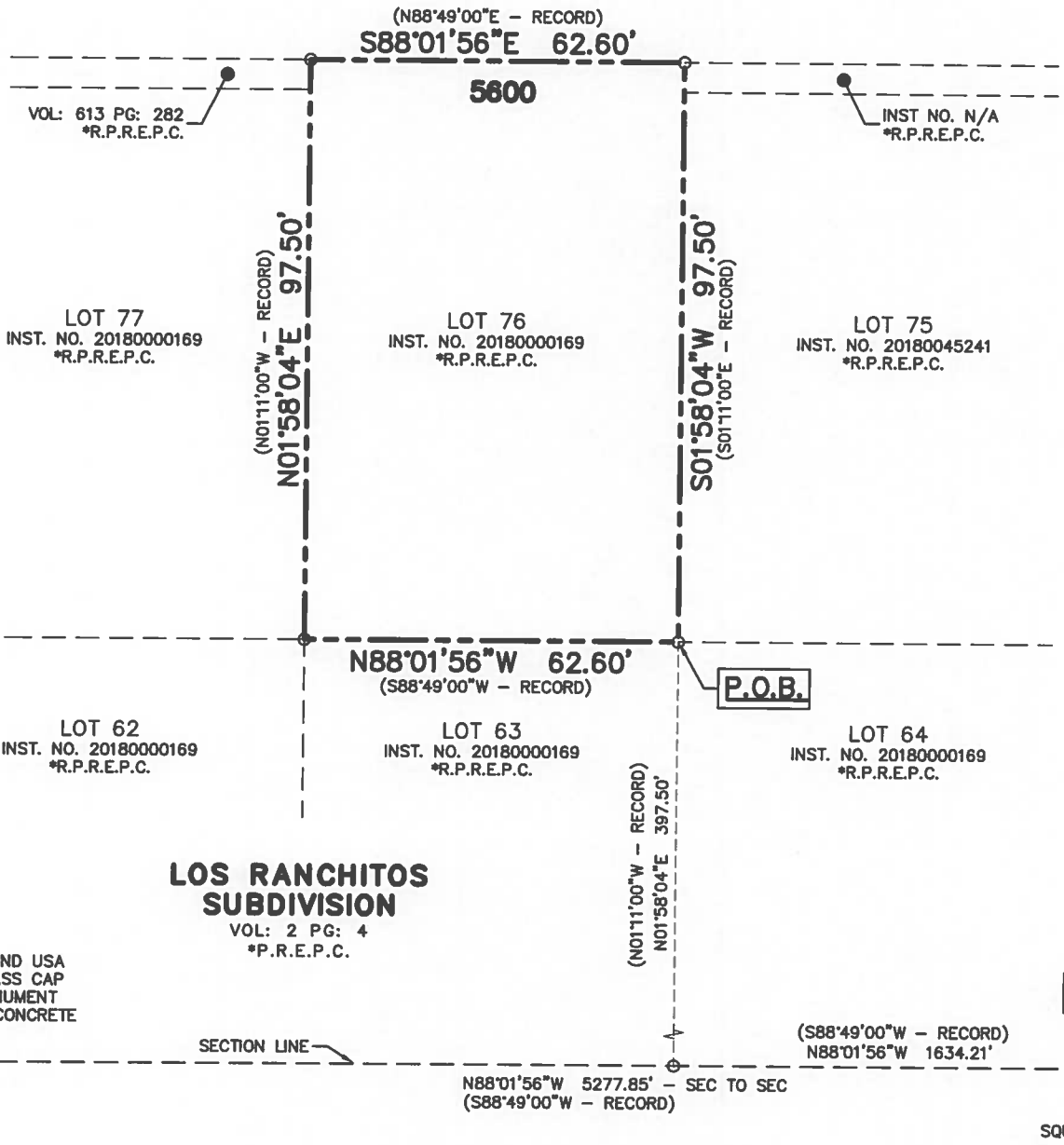


Benito Barragan, Registered Professional Surveyor No. 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
January 28, 2022
Parcel 13 – 5600 Will Ruth – Re-Zoning
Job No. 211228-02

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.

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-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:



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'

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

(N01°58'18"E 5292.74' - RECORD)
(N01°11'00"W - RECORD)

*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:



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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;

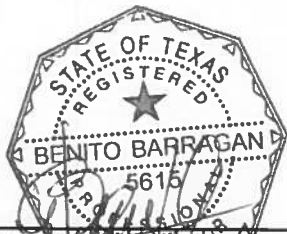
THENCE, N 01° 58' 04" E (N 01° 11' 00" W – Record), along the common line of Tract 7A and the parcel described in Instrument No. 20170048752 (Tract 11), a distance of 127.80 feet to a point on the southerly line of a parcel described in Instrument No. 20170080546 (the east 10 feet of Lot 4 and all of 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:

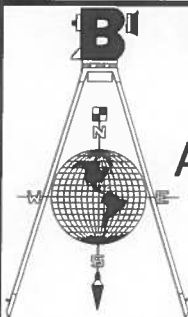
1. BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK, REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) 2011, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCE.
2. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR 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.

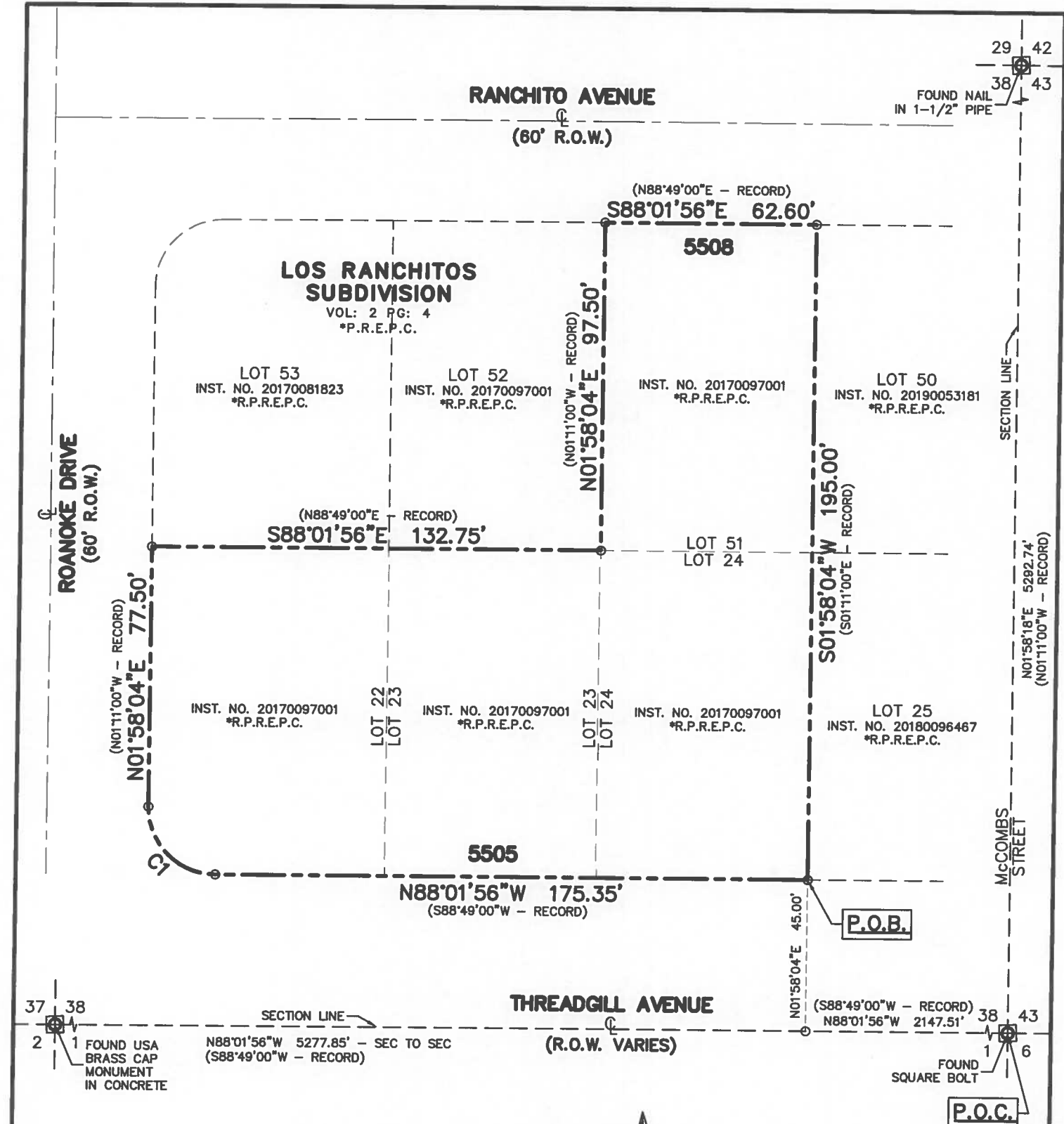
NOTES:

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



*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 = 40 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"	N43°01'56"W	28.28'

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

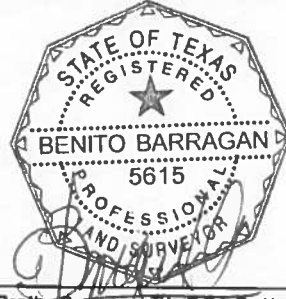
Plat of Survey
PARCEL-16

LOTS 22, 23, 24 AND 51,
LOS RANCHITOS SUBDIVISION,
AN ADDITION TO THE
CITY OF EL PASO,
EL PASO COUNTY, TEXAS.
AREA 0.58 ACRES ±

Plat Reference Vol/Bk 2 Pages 4

Scale: 1"=40' 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-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;

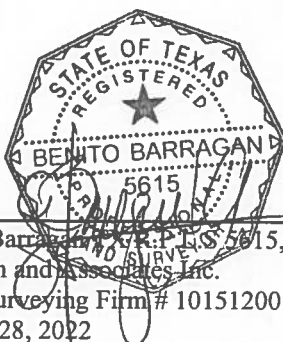
THENCE, N 01° 58' 04" E (N 01° 11' 00" W – Record), leaving said northerly right-of-way line of Threadgill Avenue along the common line of said parcels described in Instrument No. 20170056402 (Lots 27, 28, 59, 60 and 61) and Instrument No. 20180096467 (Lots 25 and 26), a distance of 97.50 feet to a point 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:

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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.

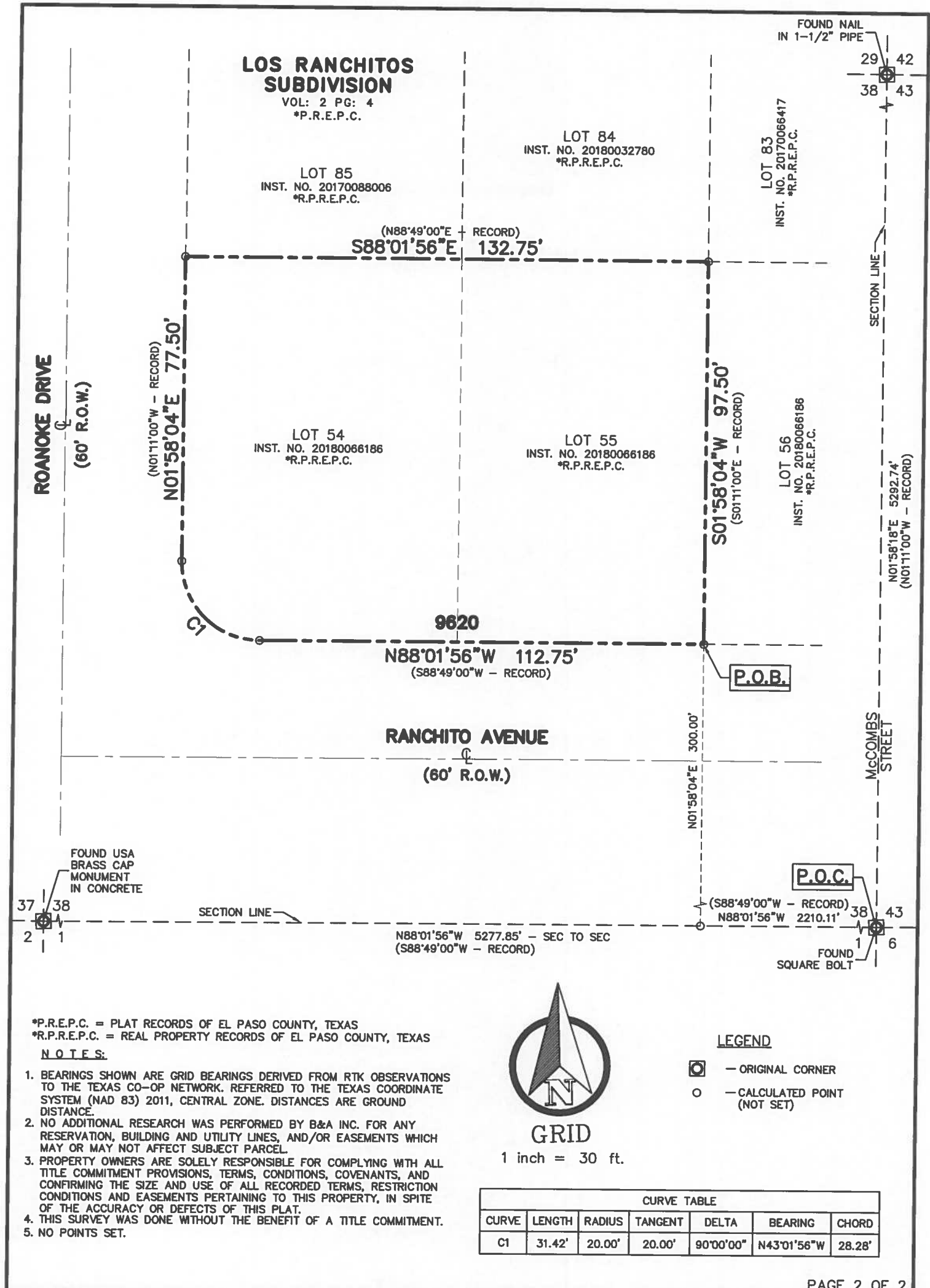
NOTES:

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
REGISTERED PROFESSIONAL SURVEYOR
5615

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.

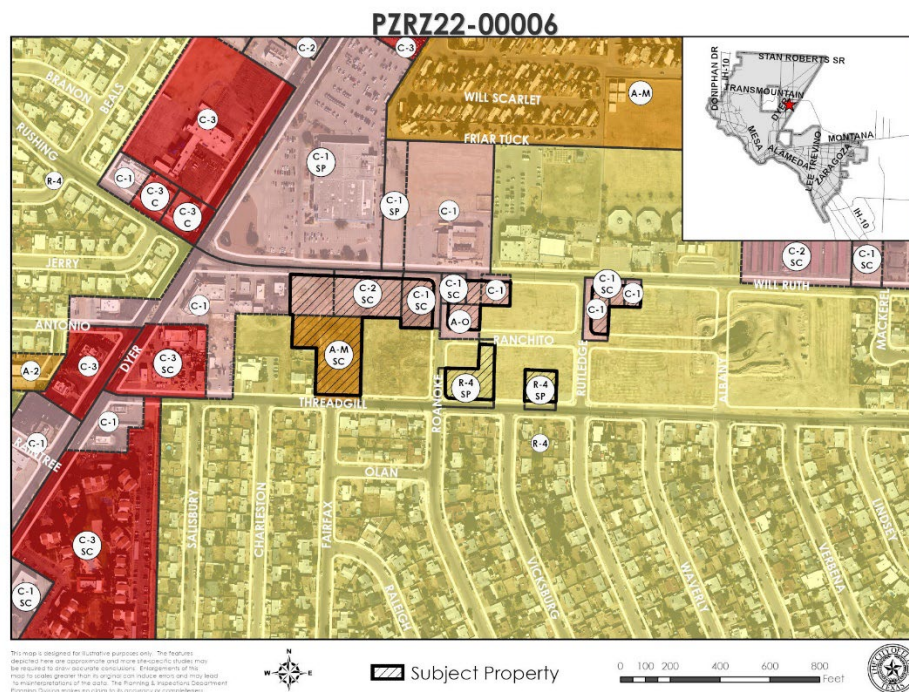


Figure A. Subject Property & Immediate Surroundings

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.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	Yes. The proposed use of stormwater retention pond is to address the stormwater runoff for development in this community.
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>R-4 (Residential) District: The purpose of this district is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p>	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>Preferred Development Locations: 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.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	This property does not fall within any historic districts, special designations, or study plan areas.
<p>Potential Adverse Effects: 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>Natural Environment: Anticipated effects on the natural environment.</p>	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
<p>Stability: Whether the area is stable or in transition.</p>	The area is stable with no rezoning cases within the last 10 years.
<p>Socioeconomic & Physical Conditions: 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:

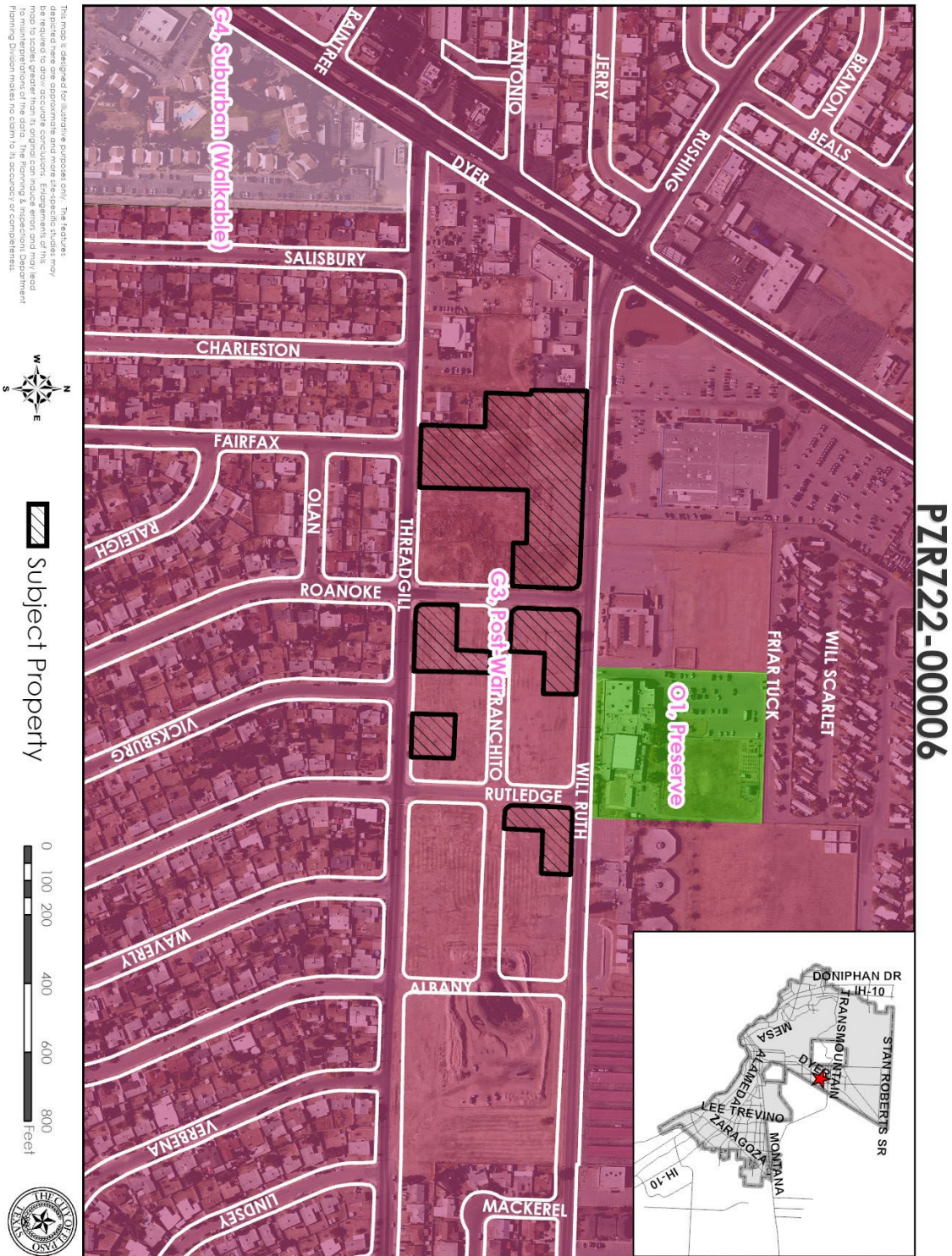
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

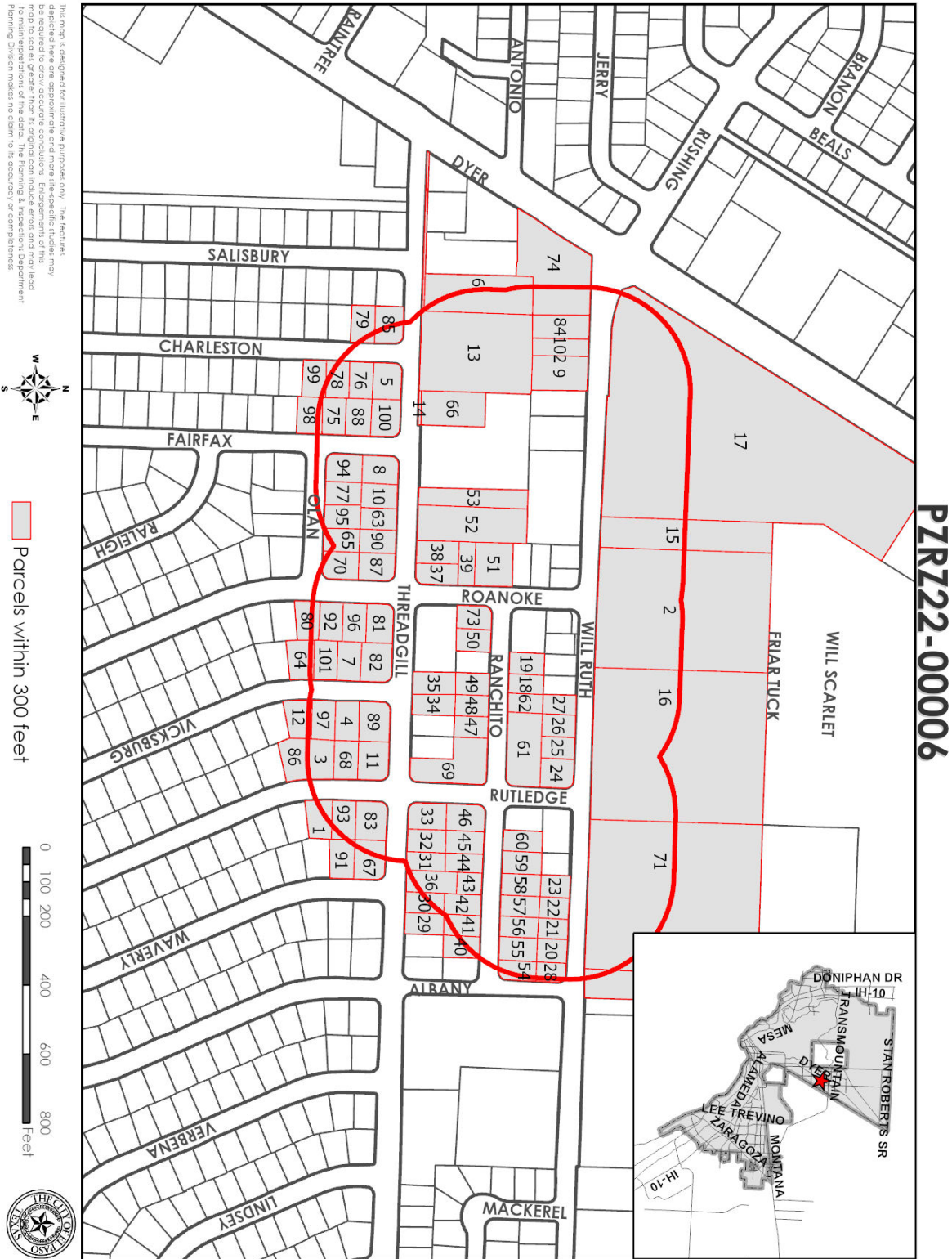
ATTACHMENTS:

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

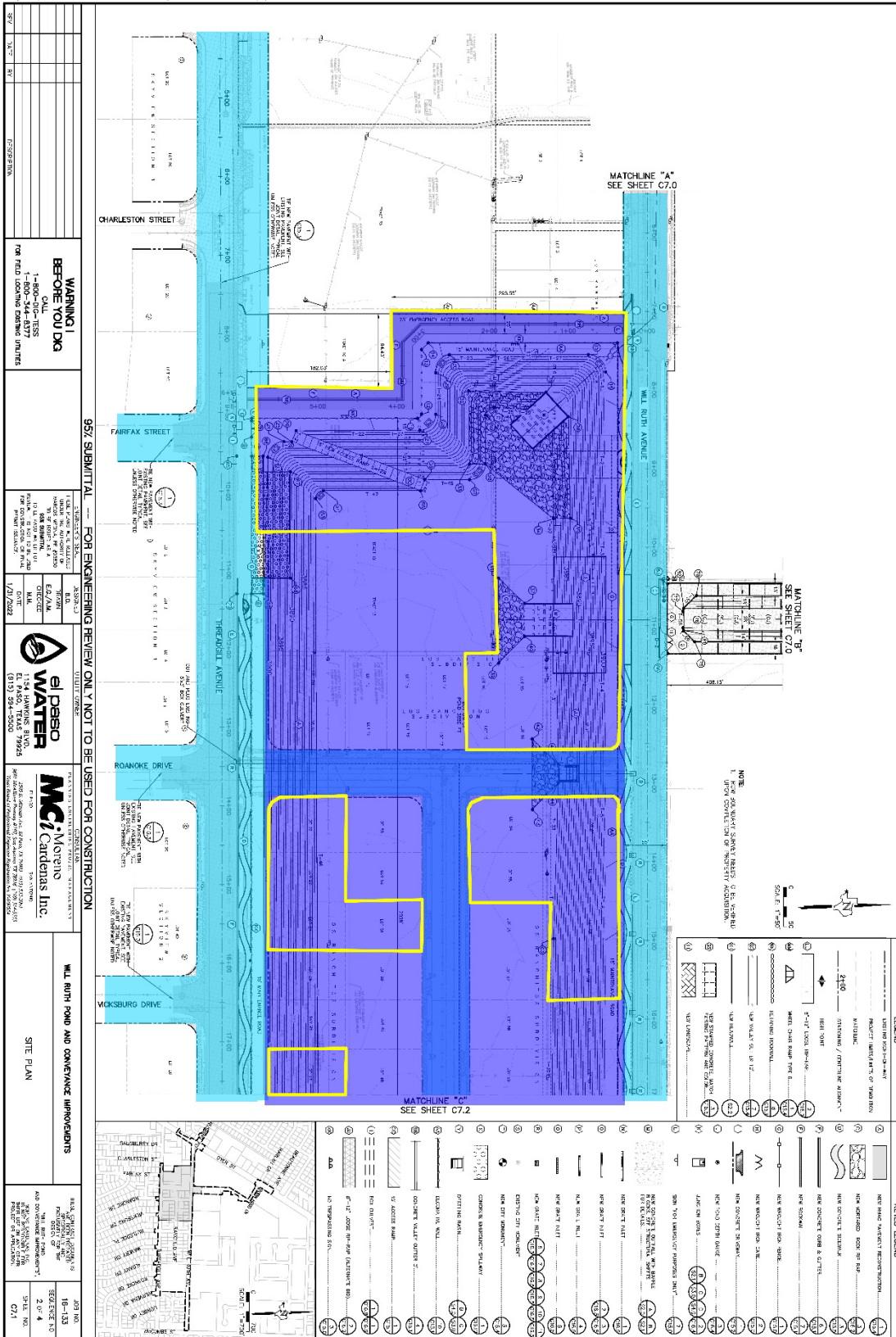
ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3





ATTACHMENT 4

F:\918122\Preliminary Plat\Re-Zoning Map\Will Ruth Pond Re-Zoning Map.dwg Time: 05/03/2022 - 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 A. Riegers
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:

9/30/80

[Signature]
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, 1978⁹.

ATTEST:

W. R. [Signature]

City Clerk

City Clerk

Mayor

Pro-Tem

78-4290

TO

1/20/82
DATE

ZONING SECTION

LAND PLANNING

MAPPING SECTION ✓ *MP* 728-87

E.D.P. SECTION

SPECIAL PERMIT/SITE DEVELOP. PLAN

MPO

REPRODUCE:

RETURN TO: *BK*

By (DATE):

ORDINANCE NO:

6440

DATE:

1/16/79

CONTRACT:

yes dated 1/8/79

CASE NO:

78-4290

NOTES:

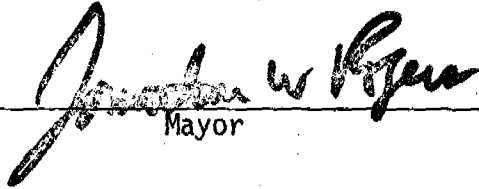
*Partial
Contract release
dated 1/5/82*

RESOLUTION

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

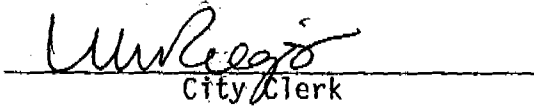
That the Mayor be authorized to sign an amendment to a contract dated January 8, 1979, by and between the CITY OF EL PASO and RUSSELL LARSEN and EVELYN LARSEN, releasing Paragraph 2 of said Contract.

ADOPTED this 5th Day of January 1982



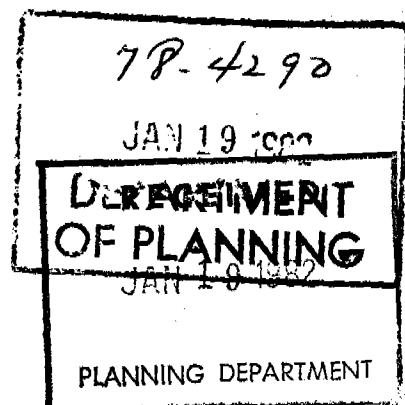
Mayor

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 5TH day of January, 1982:

THE CITY OF EL PASO

ATTEST:

By

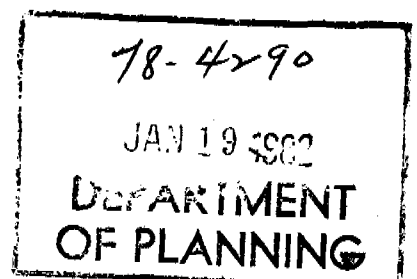
Mayor

W. R. 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. R. 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

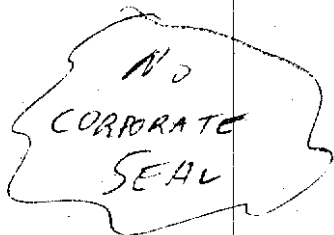
shall bind First Party and its successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

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. Dunn
Secretary

ATTEST:

FIRST SAVINGS AND LOAN ASSOCIATION

By [Signature]
President

Secretary

THE CITY OF EL PASO

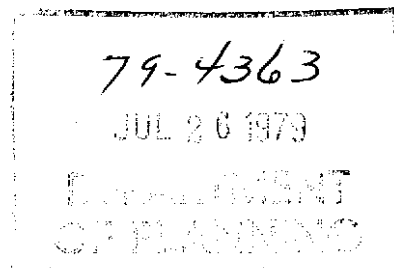
ATTEST:

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.

My Commission Expires:

9-30-79

Jacquie M. Winston
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.

My Commission Expires:

ANGELA C. GUTTEN, Notary Public

Angela C. Gutten
Notary Public, El Paso County, Texas

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
WALTER G. DENMAN, III

President

Barbara F. Denman
BARBARA F. DENMAN

Secretary



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 _____

79-4363

JUL 26 1979

DEPARTMENT
OF PLANNING

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.

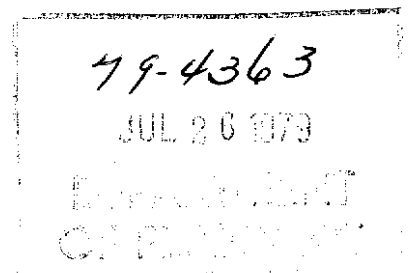
Thence south $01^{\circ} 11' 00''$ east, along a lot line common to Lots 8 and 9, a distance of one hundred sixty-seven and twenty hundredths (167.20) feet to a point being the southeast corner of Lot 8;

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.

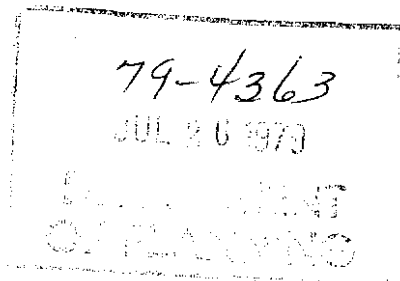
ADOPTED this 24th day of July, 1979.

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

EXPERIMENT

7-26-79

TO

DATE

ZONING SECTION

LAND PLANNING

MAPPING SECTION

E.D.P. SECTION

ADVANCE SECTION

Raul *H 8-2-79*

REPRODUCE:

RETURN TO:

By (Date):

FILED :

ORDINANCE NO:

DATE:

CONTRACT:

CASE NO.:

6617

7-24-79

Map + Deed + R.O.W. Easement +

79-4363

Resolution

NOTES:

ATTACHMENT 8

(See following pages)

AN ORDINANCE CHANGING THE ZONING OF
LOTS 13, 14, 15 AND 16, LOS RANCHITOS
ADDITION, THE PENALTY BEING AS PRO-
VIDED 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 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.

PASSED AND APPROVED this 7 day of July, 1979.

ATTEST:

Mayor

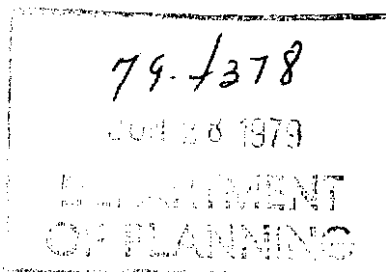
City Clerk

APPROVED AS TO FORM:

David Adkins
City Attorney

I CERTIFY THAT THE FOLLOWING ZONING MAPS
HAVE BEEN REVISED: J.C.
7-3-79 COUNTER
7-3-79 ORIGINAL
7-3-79 Blady, Inspection
7-3-79 CONTROL R. Gonzalez

I certify that the zoning map has been revised to
reflect the amendment of ordinance #6618
R. Gonzalez Date 7-3-79



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)

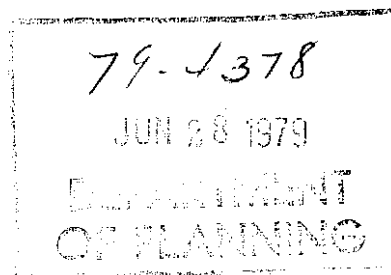
BEFORE ME, the undersigned authority, on this day personally appeared CAROLINA PAPA and her husband, JOHN R. PAPA, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

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

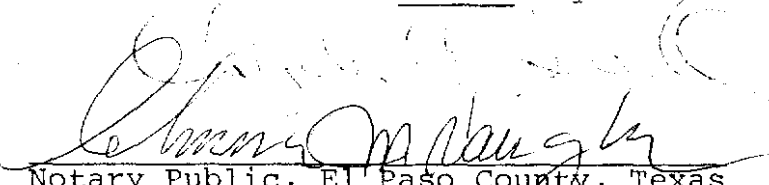
THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared Sharon M. Daugherty, 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.

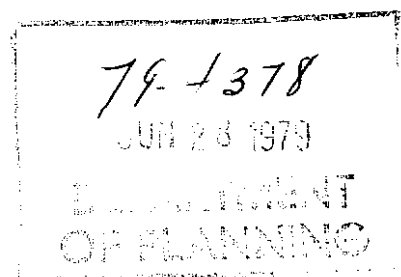
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of June, 1979.

My Commission Expires:

4/30/80


Notary Public, El Paso County, Texas

ANGELA C. CHEN, Notary Public
My Comm. Expires 4/30/80



RESOLUTION

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

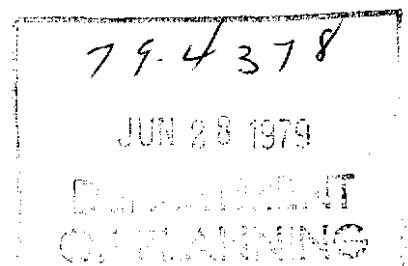
That the Mayor be authorized to sign a contract with CAROLINA PAPA, et al. placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No.

ADOPTED this 1 day of January, 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 29th 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.

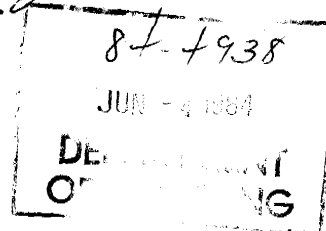
WITNESS THE FOLLOWING SIGNATURES AND SEAL:

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 4th day
of June, 1984, by MITSUE WADDLE and JAMES B.
WADDLE, JR.

[Signature]
Notary Public, State of Texas

My Commission Expires:

3/23/85

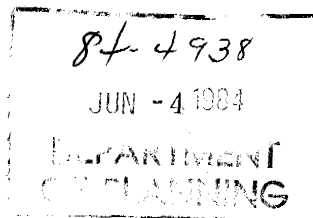
THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 29th 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 29th 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 $01^{\circ}11'00''$ 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 $88^{\circ}49'00''$ 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.

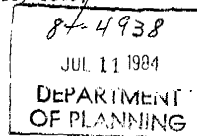
Thence North $88^{\circ}49'00''$ East, along the south right-of-way line of Will Ruth Avenue, a distance of fifty and fifteen hundredths (50.15) feet.

Thence South $01^{\circ}11'00''$ 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 $88^{\circ}49'00''$ 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 $90^{\circ}00'00''$, and a chord distance of twenty eight and twenty eight hundredths (28.28) feet bearing South $43^{\circ}44'00''$ West.

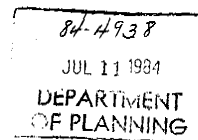
Ord 8055 (5/22/84)
Contract (5/29/84)



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.

Perky R. 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 _____	Clerk.
County <u>El Paso</u>	TO _____	at _____ o'clock _____ M.	FILED FOR RECORD	in _____ County,	Deputy.
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 _____					

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 28th 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

AUG 29 1984
DEPARTMENT
OF PLANNING

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:

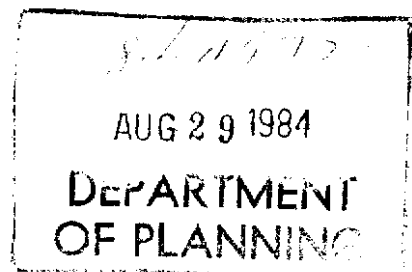
Commencing at a survey corner common to Sections 37 and 38, Block 81, Township
1 and Sections 1 and 2, Block 81, Township 2, Texas and Pacific Railway Surveys,
thence North 88° 49' 00" East along a line common to Section 38- Block 81, Township
1 and Section 1, Block 81, Township 2, a distance of one 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 27th 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 coporation on behalf of said coporation.

AUG 29 1984

DEPARTMENT
OF PLANNING

William L. Riegg
My Commission expires on: 3-23-85

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. _____	
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,	Page _____
Book _____	
	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.

AUG 29 1984
DEPARTMENT
OF PLANNING

Clerk of Court _____ County, Texas
By _____, Deputy

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 544

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 7th 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 11th 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

84-4972
SEP 12 1984
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 AMERICAN CAMPING & OUTING INDUSTRIES, INC. placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No. 3728.

ADOPTED this 11th day of SEPTEMBER, 1984.

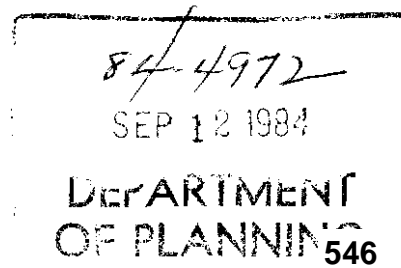
Jonathan W. Rogers
Mayor

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:

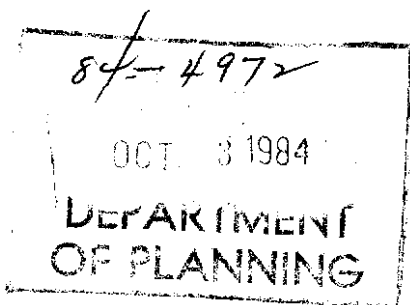
Commencing at a survey corner common to Sections 37 and 38, Block 81, Township
1 and Sections 1 and 2, Block 81, Township 2, Texas and Pacific Railway Surveys,
thence North 88° 49' 00" East along a line common to Section 38- Block 81, Township
1 and Section 1, Block 81, Township 2, a distance of one 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 conditions 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. Rogers
City Clerk

Jonathan W. Rogers
Mayor

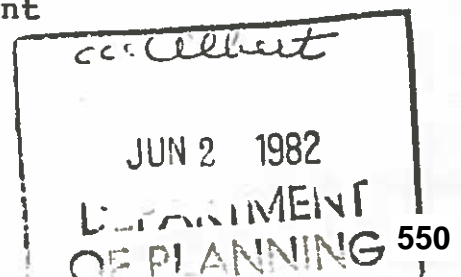
APPROVED AS TO FORM:

Leon Bean
Assistant City Attorney

APPROVED AS TO CONTENT:

Albert J. Plummer
Planning Department

SP/82-9



5' JURY EMT.

5521-5525 Threadgill

Tracts 27 & 28

Los Ranchitos Subdivision

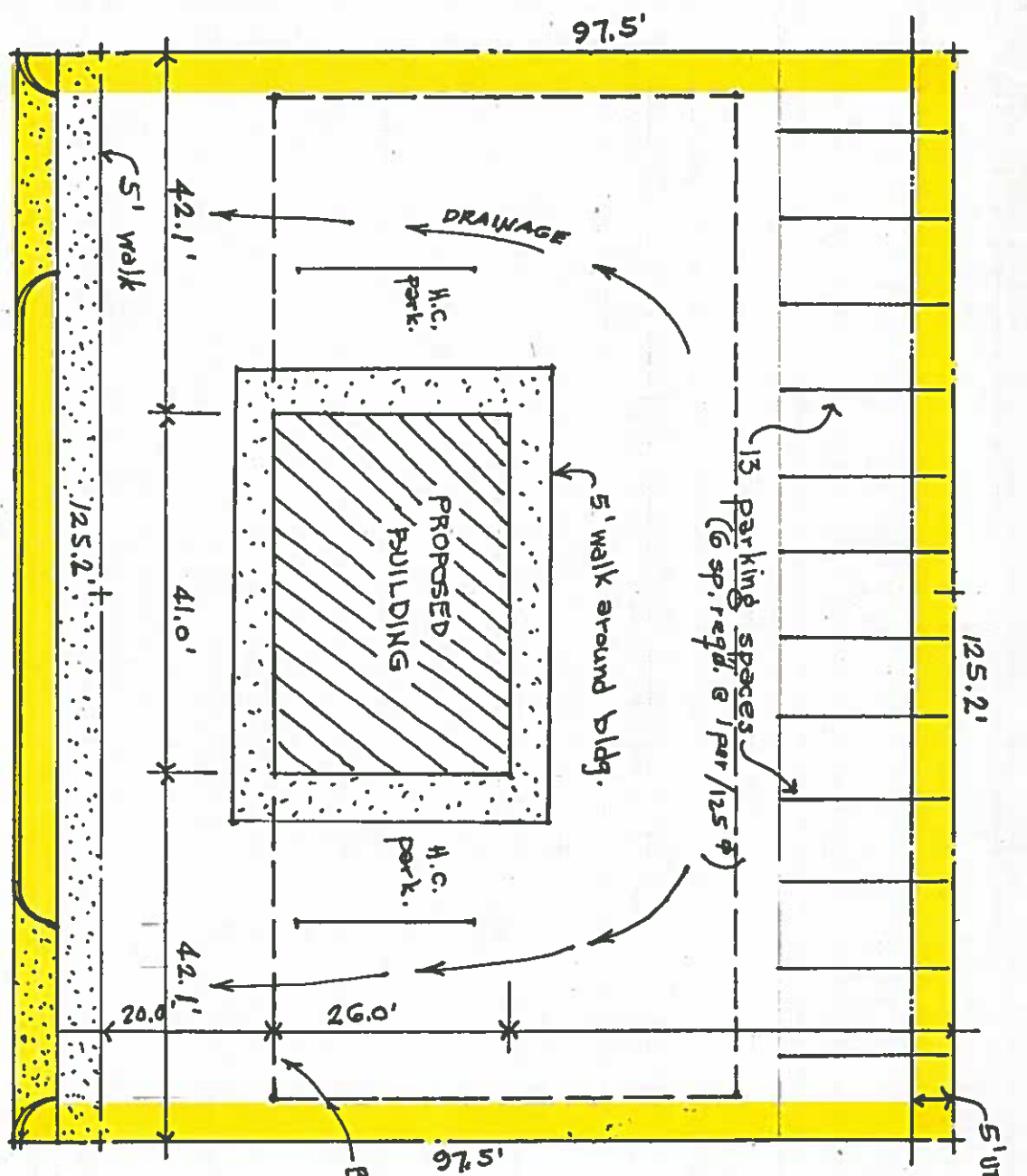
El Paso, Texas.

Zoned R.4

12 626 x 9716" lots

= 12,207.004

= 0.280 Acres.



Building setback line
20' front yard
5' side yard
25' rear yard



§ 22.5 (11) Church on < 3 Ac. site
by Special Permit

Plot Plan -
1" = 20'

THREADGILL STREET

PRIMITIVE BAPTIST CHURCH.
El Paso, Texas

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.

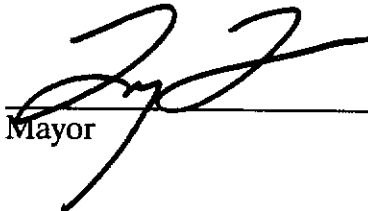
7. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued; and

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.

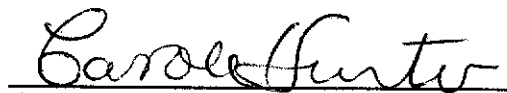
ADOPTED this 20th day of December, 1994.

THE CITY OF EL PASO




Mayor

ATTEST:



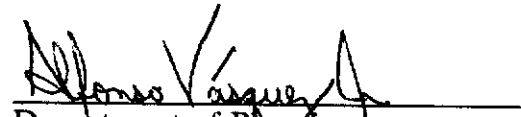
City Clerk

APPROVED AS TO FORM:



Kimberley Mickelson,
Assistant City Attorney

APPROVED AS TO CONTENT:

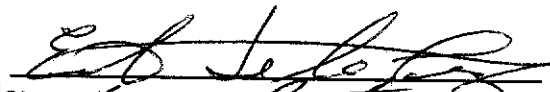


Alfonso Vazquez
Department of Planning

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 15th day of November, 1994, by Ernesto Dela Cruz as Pastor, on behalf of CENTRO PENTECOSTES "CARISMA", as Applicant.

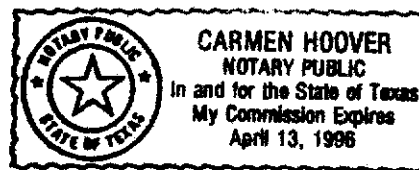
Carmen Hoover

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

SPECIAL PERMIT #SP94-23



**CITY OF EL PASO, TEXAS
DEPARTMENT OF PLANNING, RESEARCH AND DEVELOPMENT**

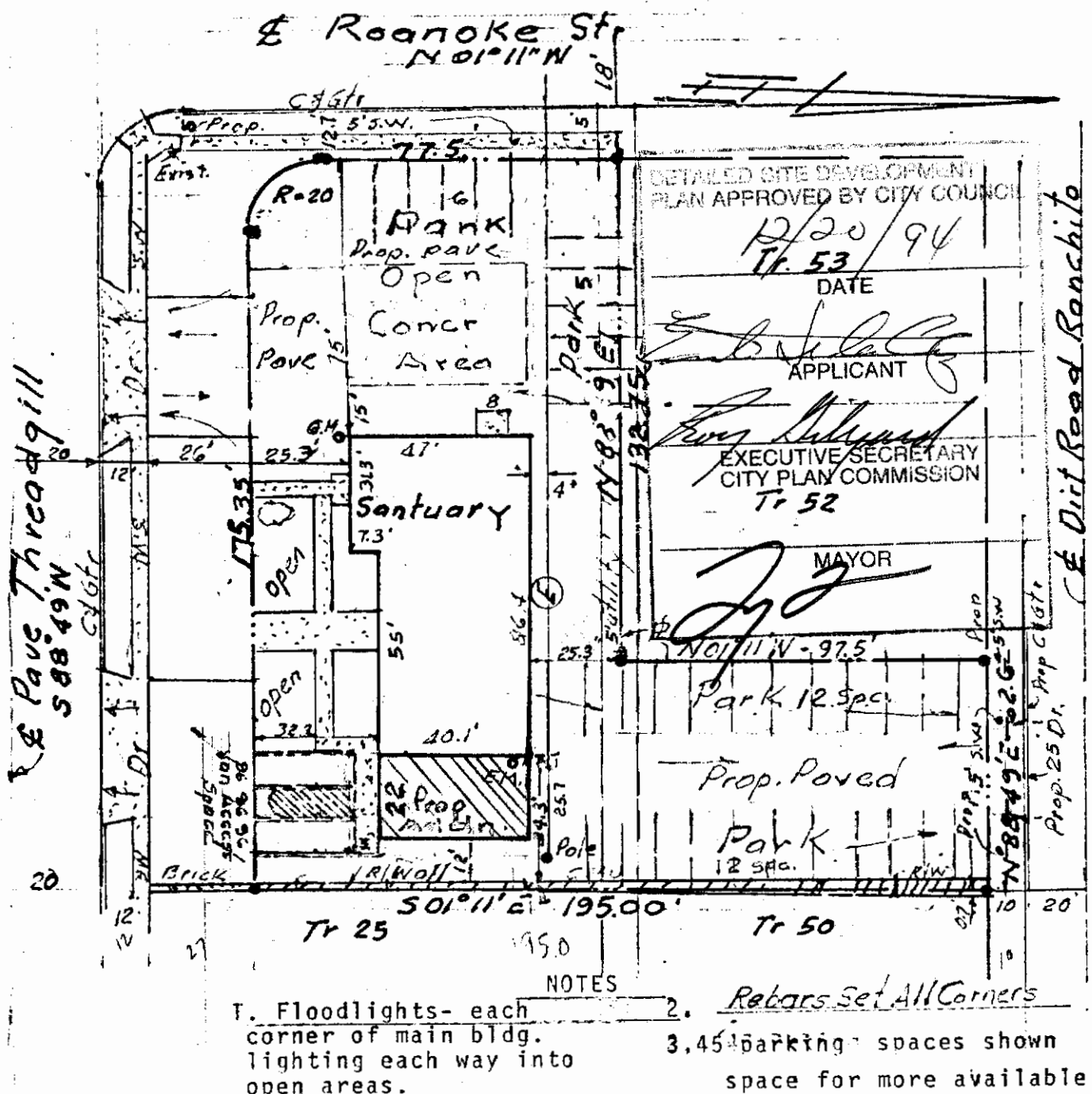
SITE DEVELOPMENT PLAN

CENTRO PENTECOSTES " CARISMA "

NAME	5505 THREADGILL, 79924	755-7577
ADDRESS		TELEPHONE
	TRACTS 22, 23, 24, and 51	
LEGAL DESCRIPTION	LOS RANCHITOS SUBDIVISION, EL PASO, TEXAS	

PLEASE PUT MEASUREMENTS IN SCALE OF 1"= 50'.

SHOW: Boundaries of Tract; location arrangement use and architectural design of all structures; utility rights-of-way and easements; storm water drainage; vehicular and pedestrian ways; on-site parking area and spaces; open spaces; landscaped plan area; size and design of signs.



PLANS SUBMITTED FOR CONSTRUCTION AND USE PERMITS MUST CONFORM TO APPROVED SITE DEVELOPMENT PLAN AS SHOWN. ENGINEER OR REGISTERED LAND SURVEYOR'S STAMP OR SIGNATURE REQUIRED.

SIGNATURE _____ **DATE** September 15, 1994

012205 Nicolas Perez, JTS, Reg. Prof Land surveyor Revised 10/7/94

SP-94-23

Revised 11/9/94 557



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? ☒ 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:

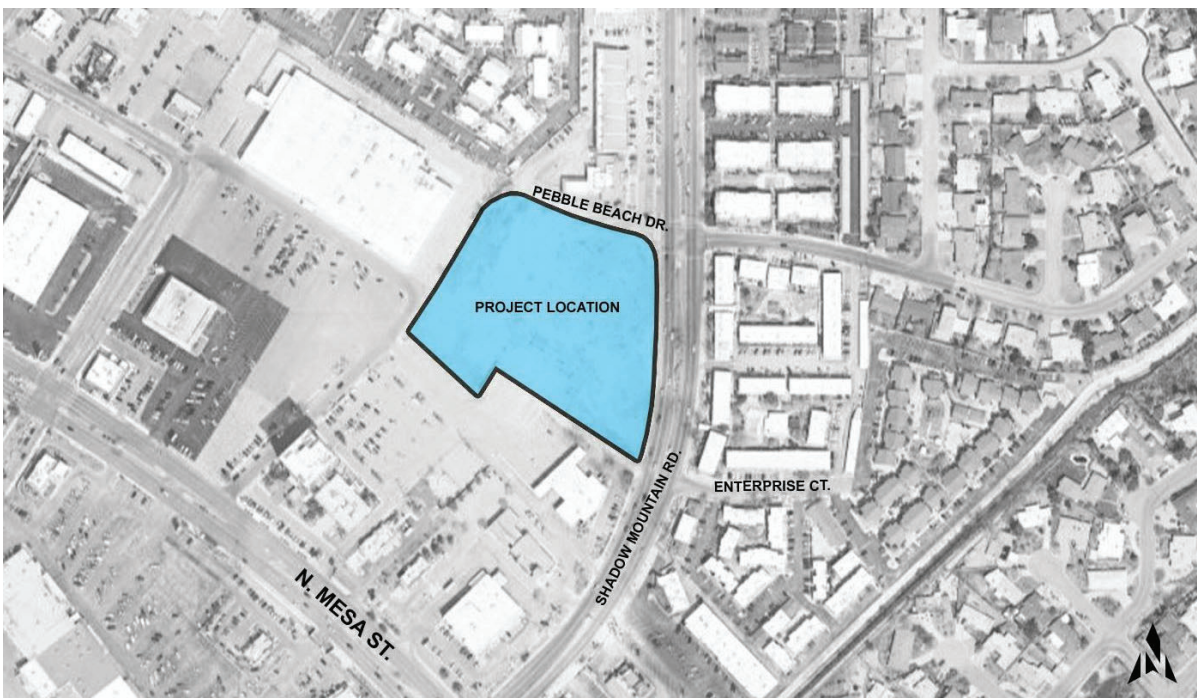
 for

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.	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	560 X .05	28

- 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.



PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
MAJOR MZP AMENDMENT
APPROVED BY CITY COUNCIL
DATE
08/15/2022
Eugenio Mesta
APPLICANT
Kevin Smith
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.	

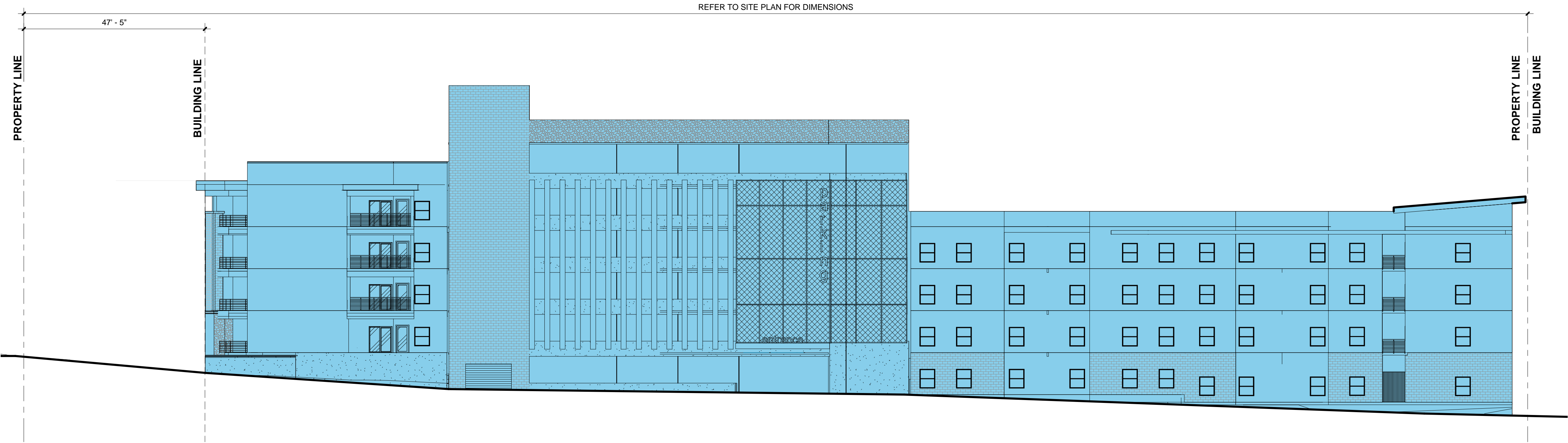
1 MASTER ZONING PLAN
1" = 30'-0"



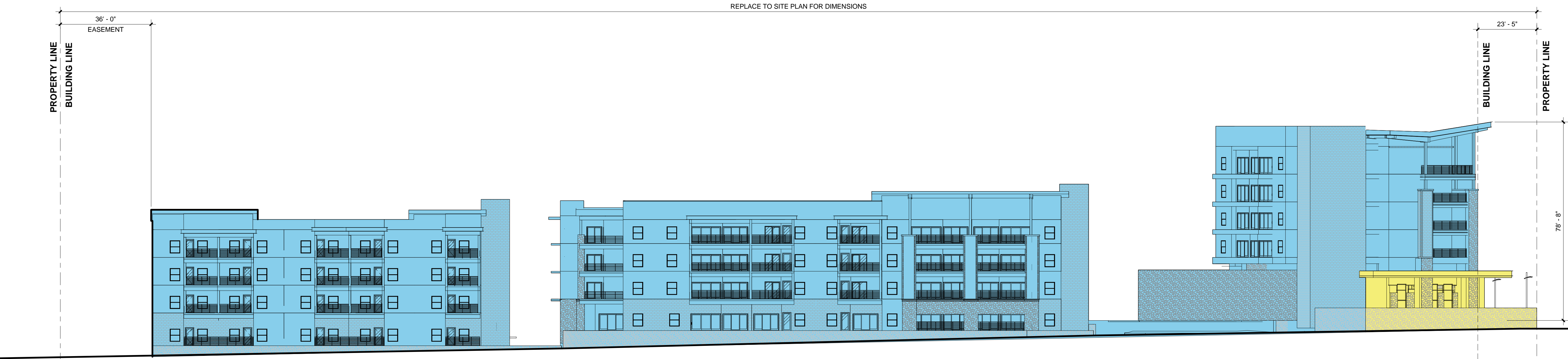
① EAST ELEVATION- SHADOW MOUNTAIN
1/16" = 1'-0"



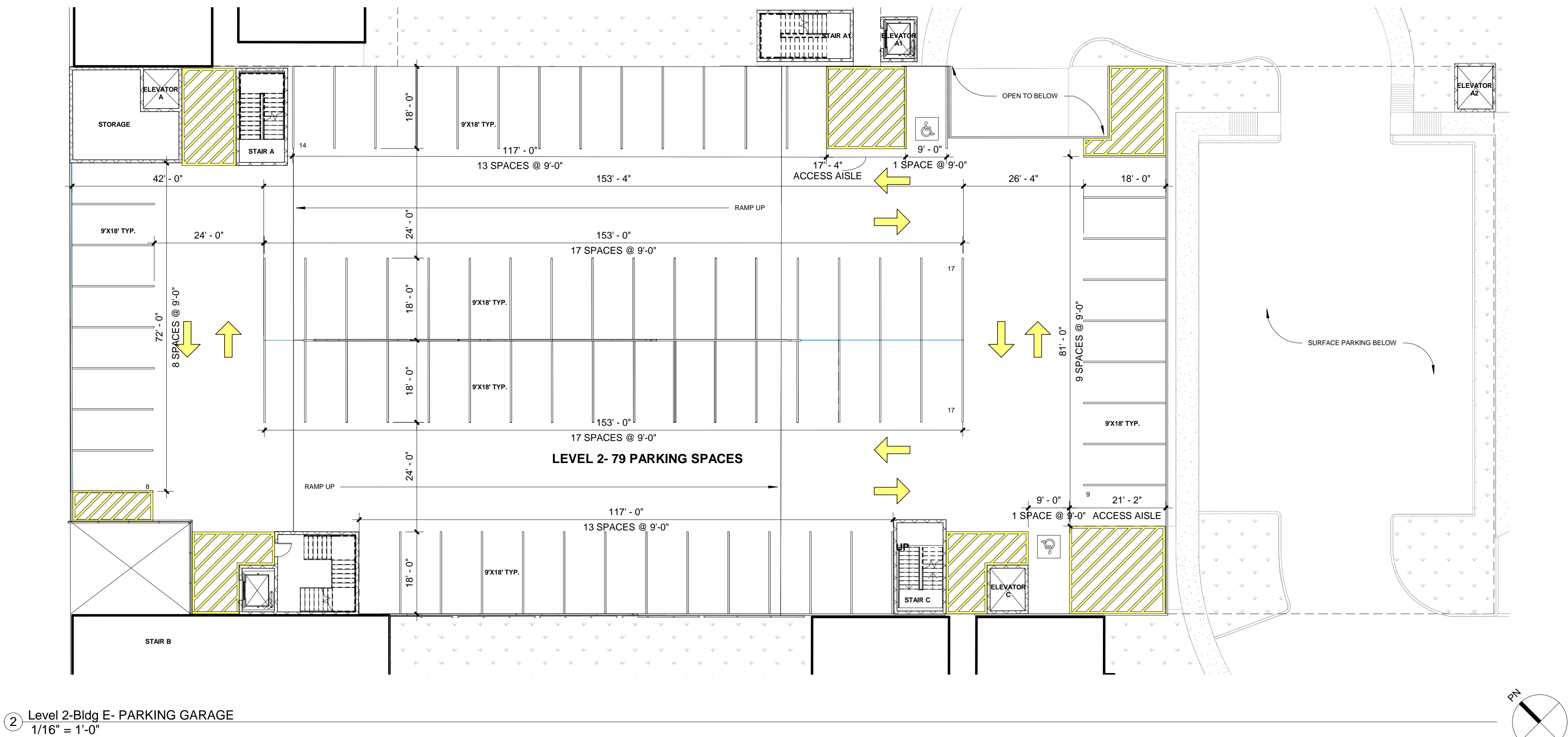
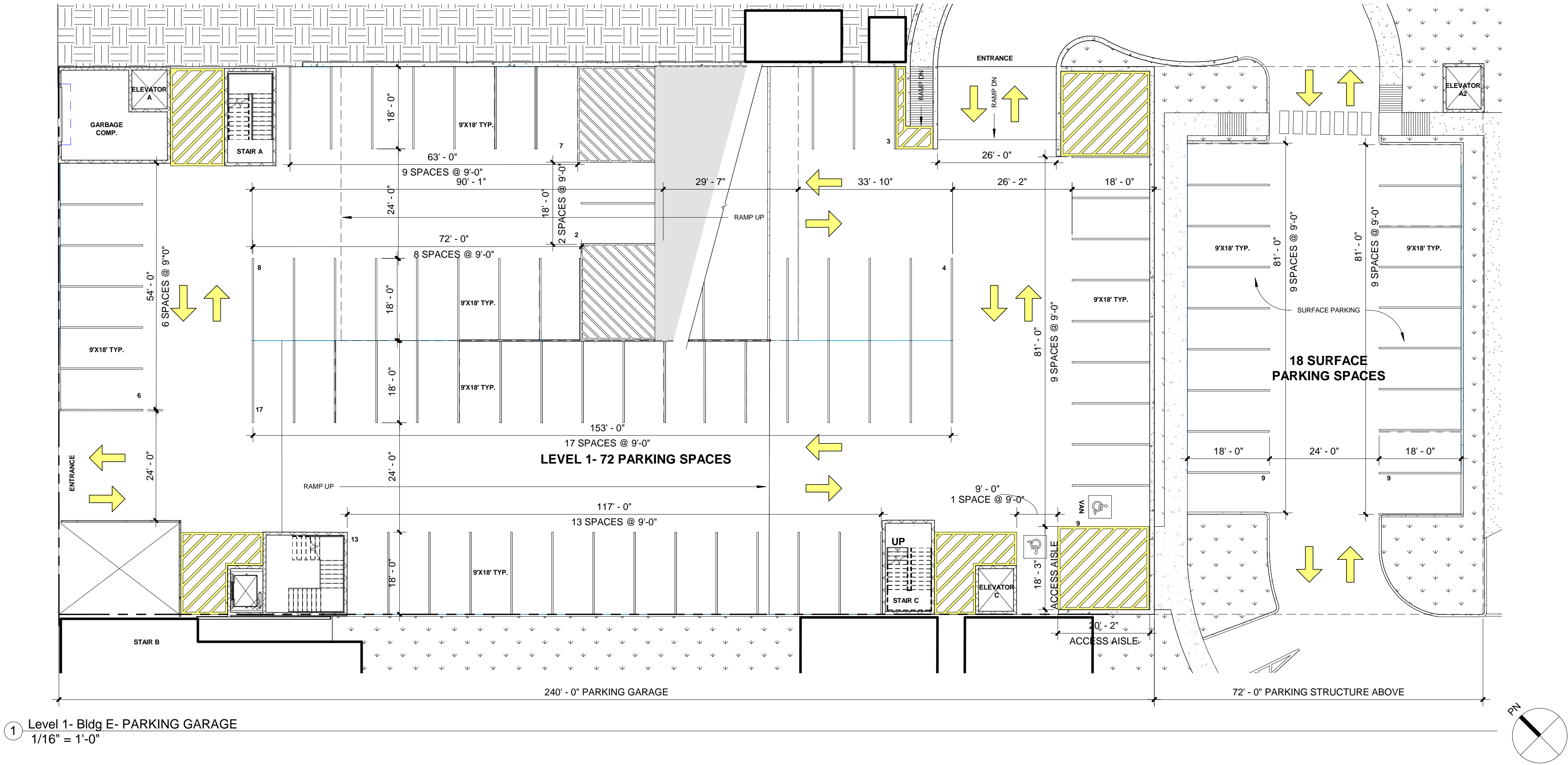
② NORTH ELEVATION- PEBBLE BEACH
1/16" = 1'-0"

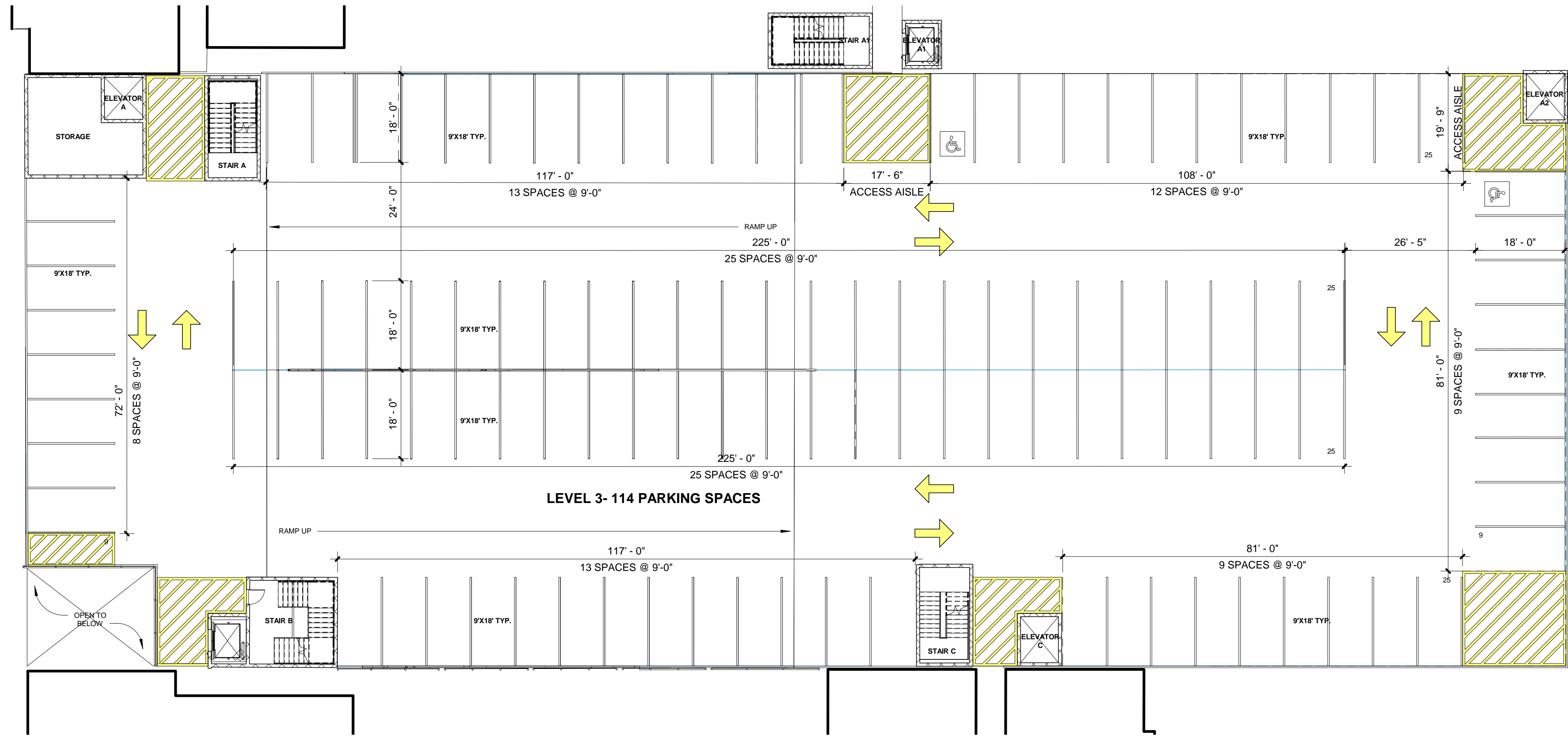


① WEST ELEVATION
1/16" = 1'-0"

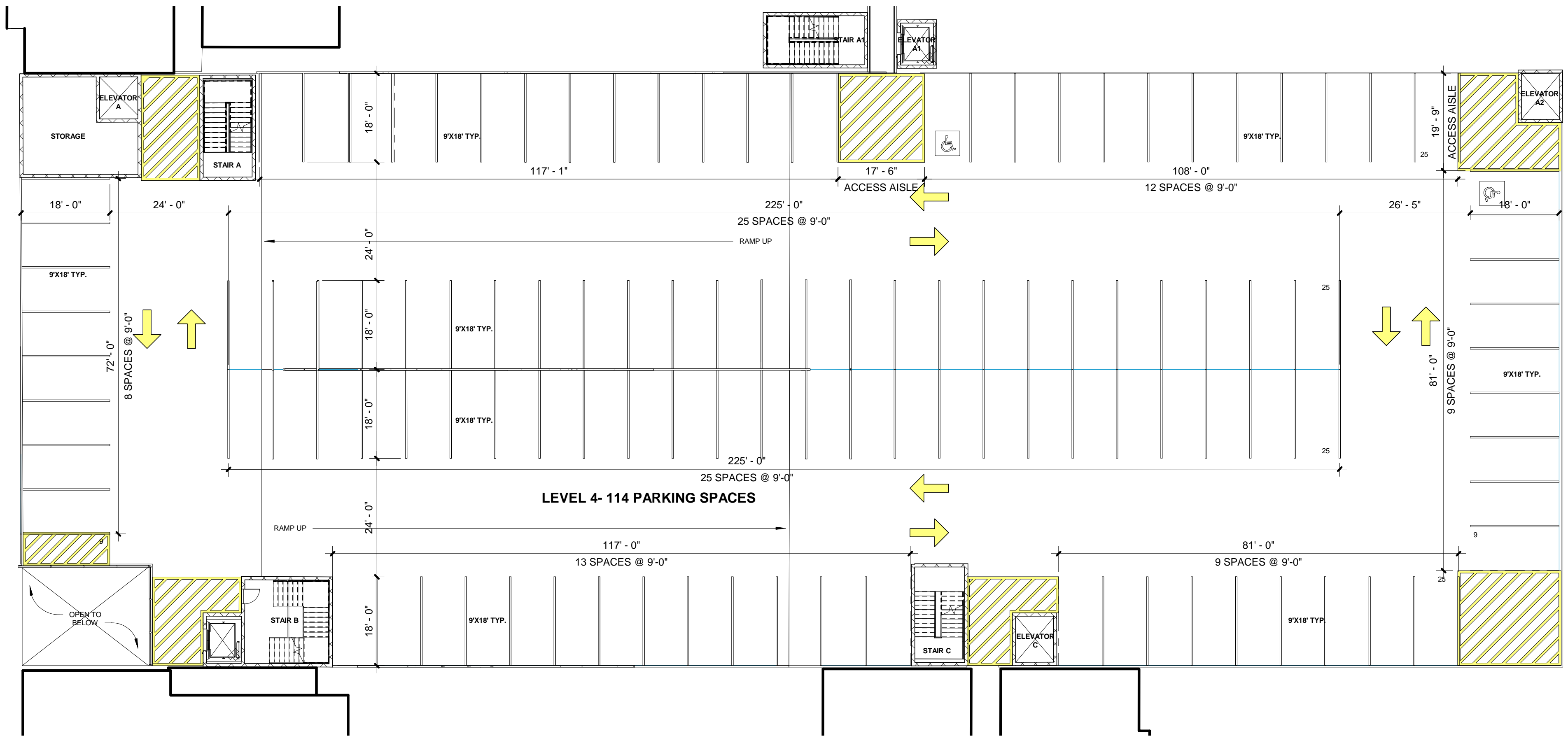
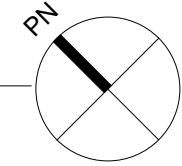


② SOUTH ELEVATION
1" = 20'-0"

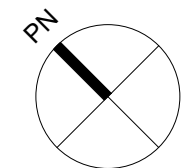


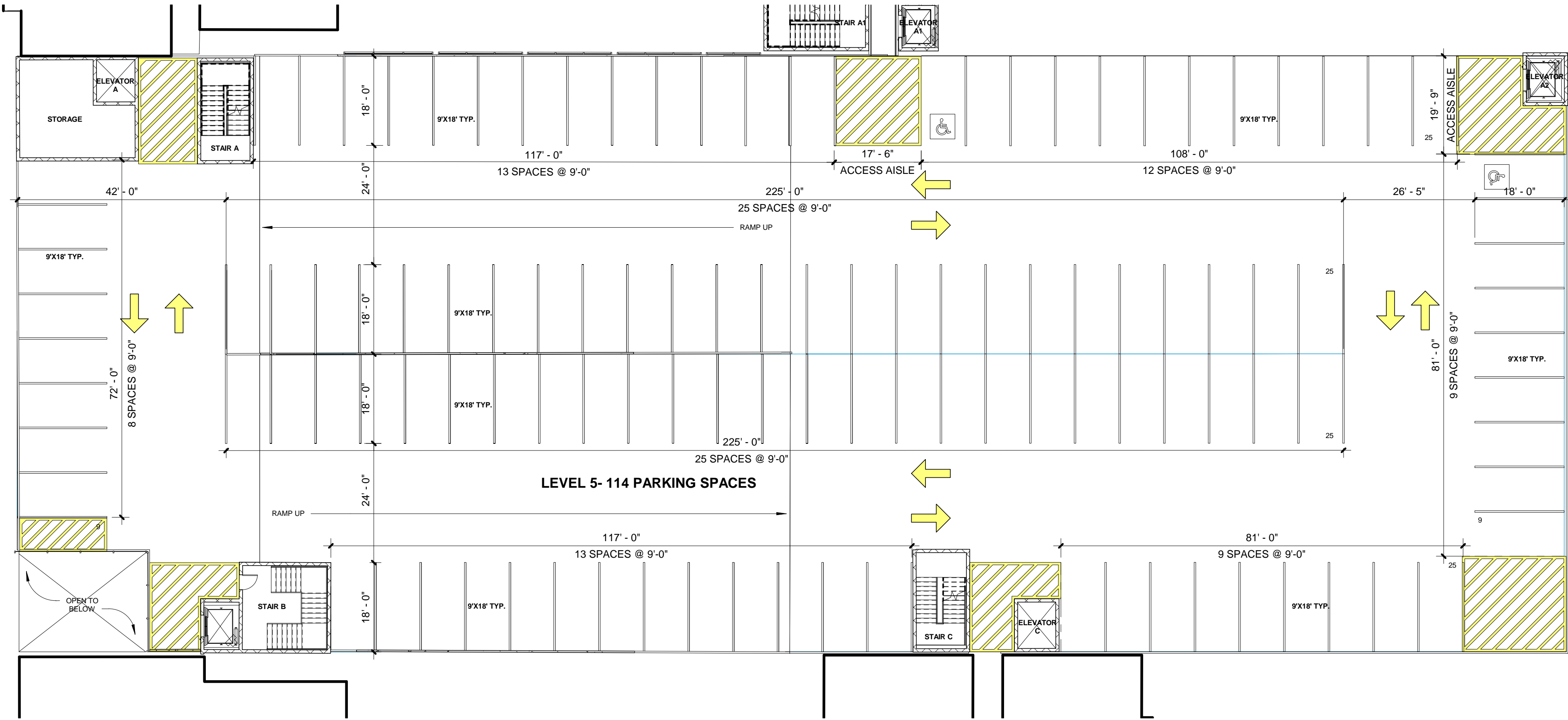


① Level 3- Bldg E- PARKING GARAGE
1/16" = 1'-0"

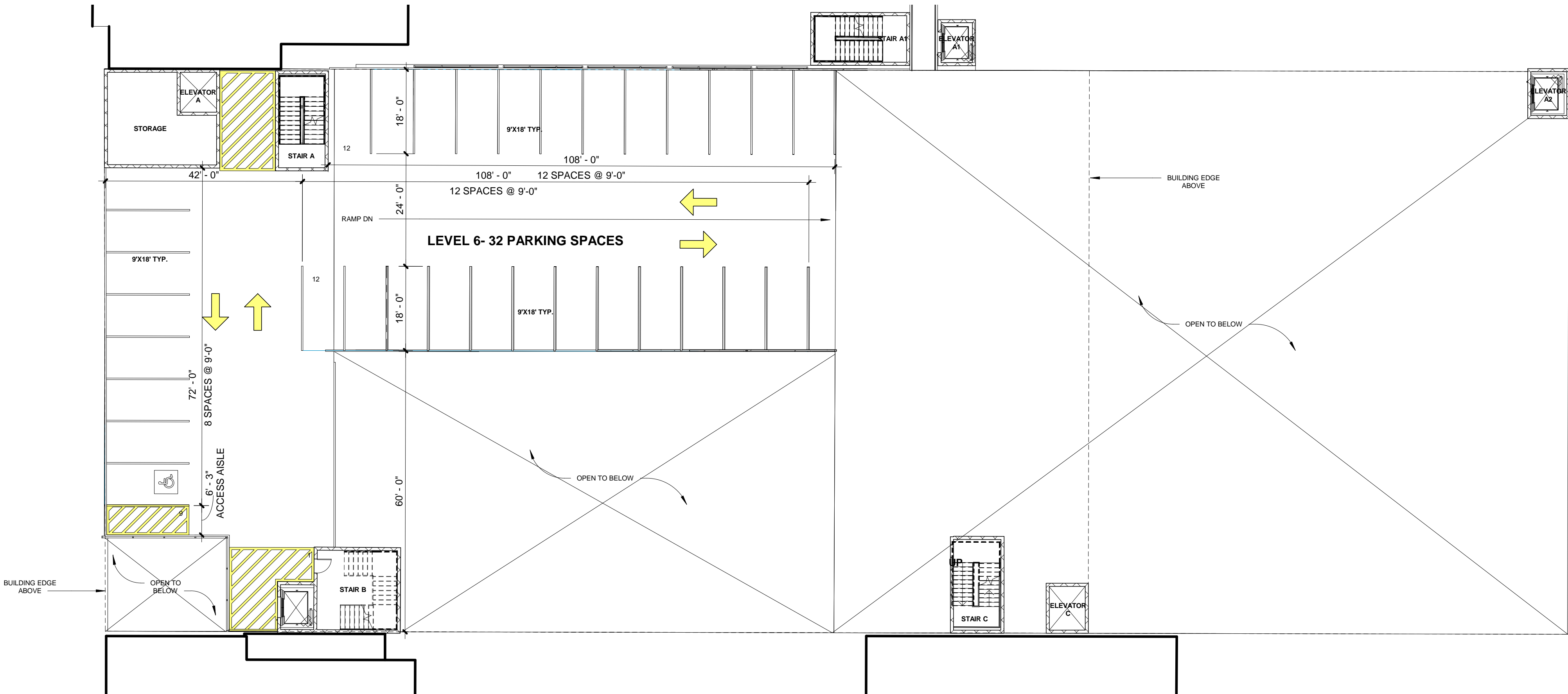


② Level 4- Bldg E- PARKING GARAGE
1/16" = 1'-0"

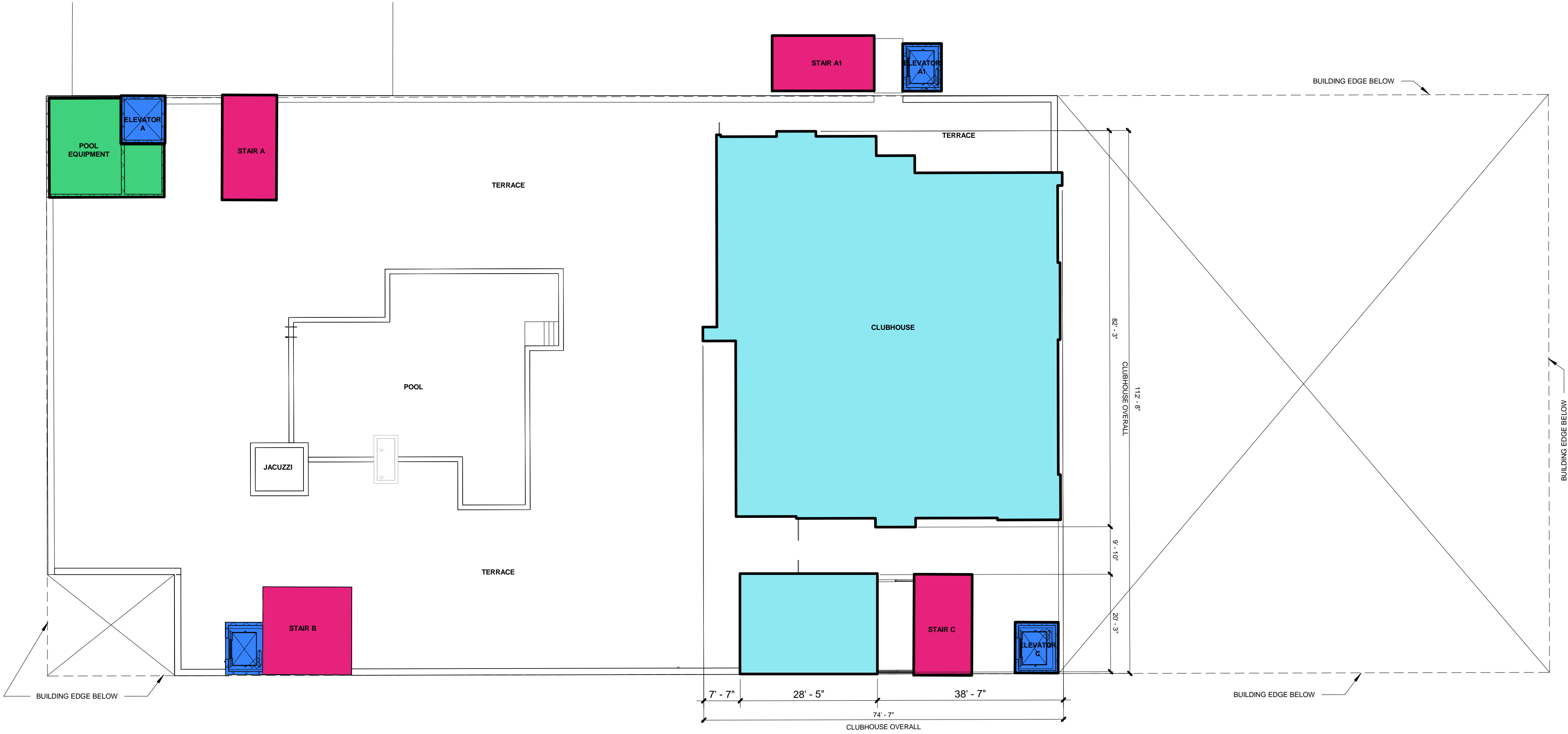




① Level 5- Bldg E- PARKING GARAGE
1/16" = 1'-0"



② Level 6- Bldg E- PARKING GARAGE
1/16" = 1'-0"



① Level 7- Bldg E- ROOFTOP CLUBHOUSE
1/16" = 1'-0"

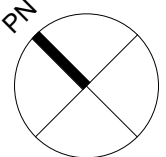


EXHIBIT "B"



PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
MAJOR MZP AMENDMENT
APPROVED BY CITY COUNCIL

Master Zoning Plan for a General Mixed-Use

AVERY AT SHADOW MOUNTAIN

8.2.22
DATE
APPLICANT
Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION

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	
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				
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		
Commercial Uses						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"

Parking							
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"

Residential Uses							
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.

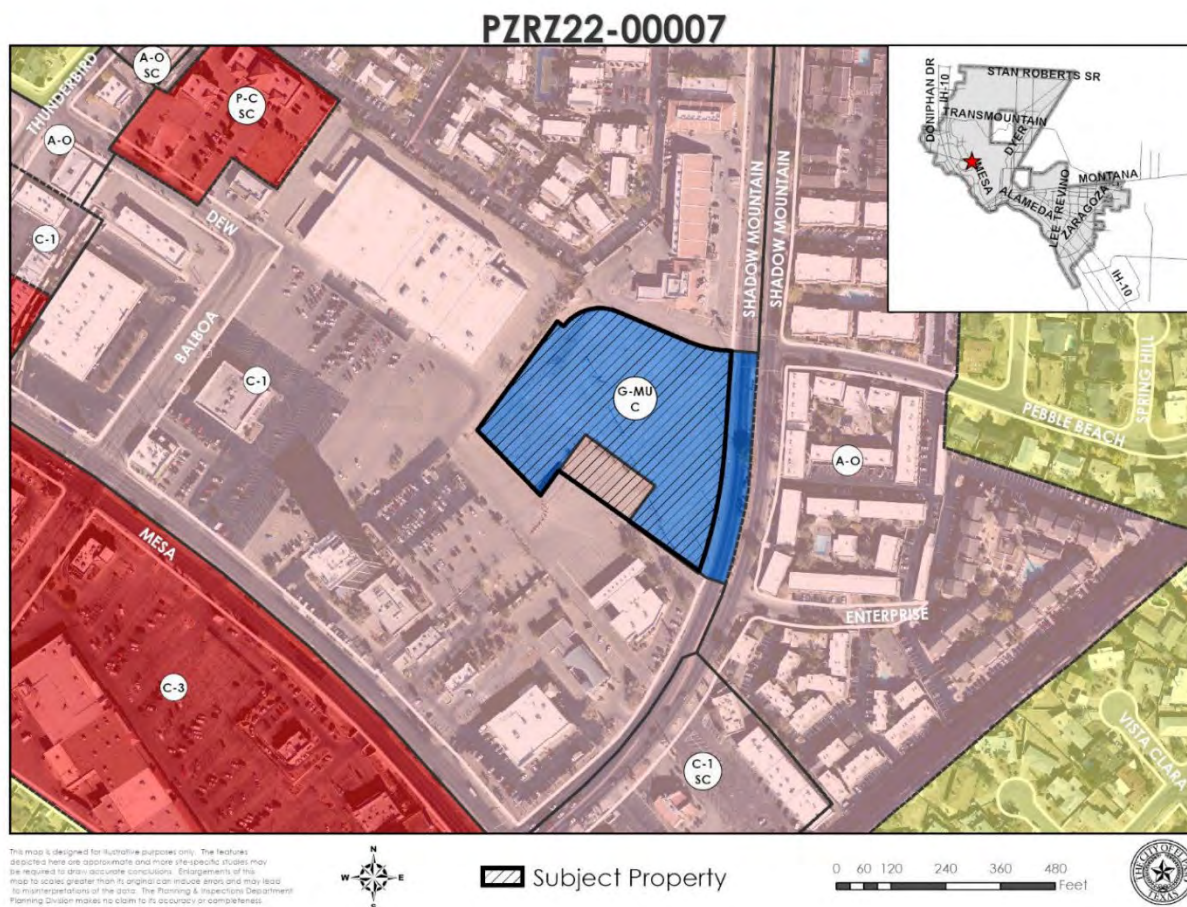


Figure A. Subject Property & Immediate Surroundings

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.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-4, Suburban (Walkable): This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic 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>

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:	
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>G-MU (General Mixed Use): 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>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The subject property has access to 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>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>The subject property is not located within any historic districts, other special designations, or areas with adopted study area plans.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>No adverse effects are anticipated.</p>
<p>Natural Environment: 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>Stability: 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>Socioeconomic & Physical Conditions: 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:

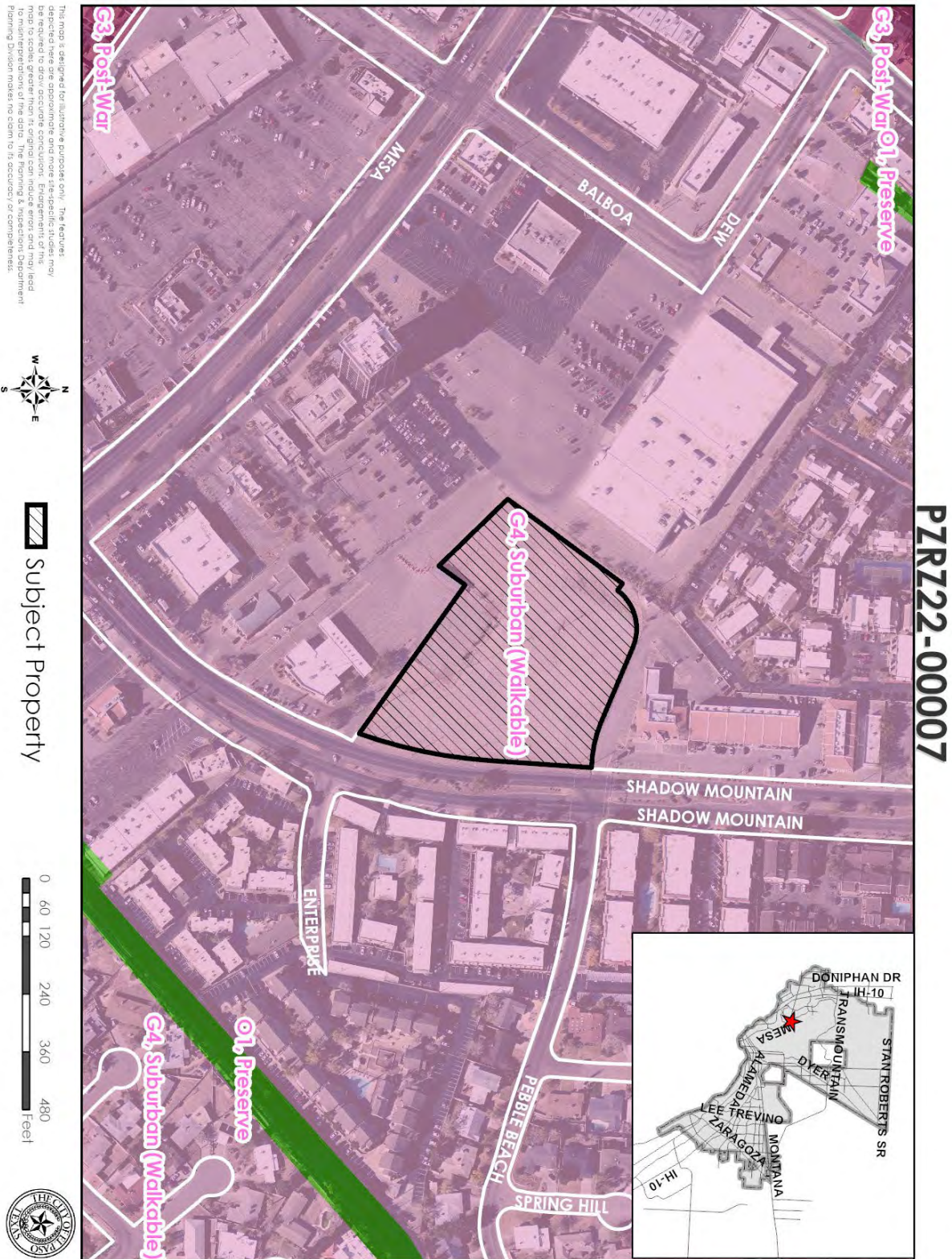
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

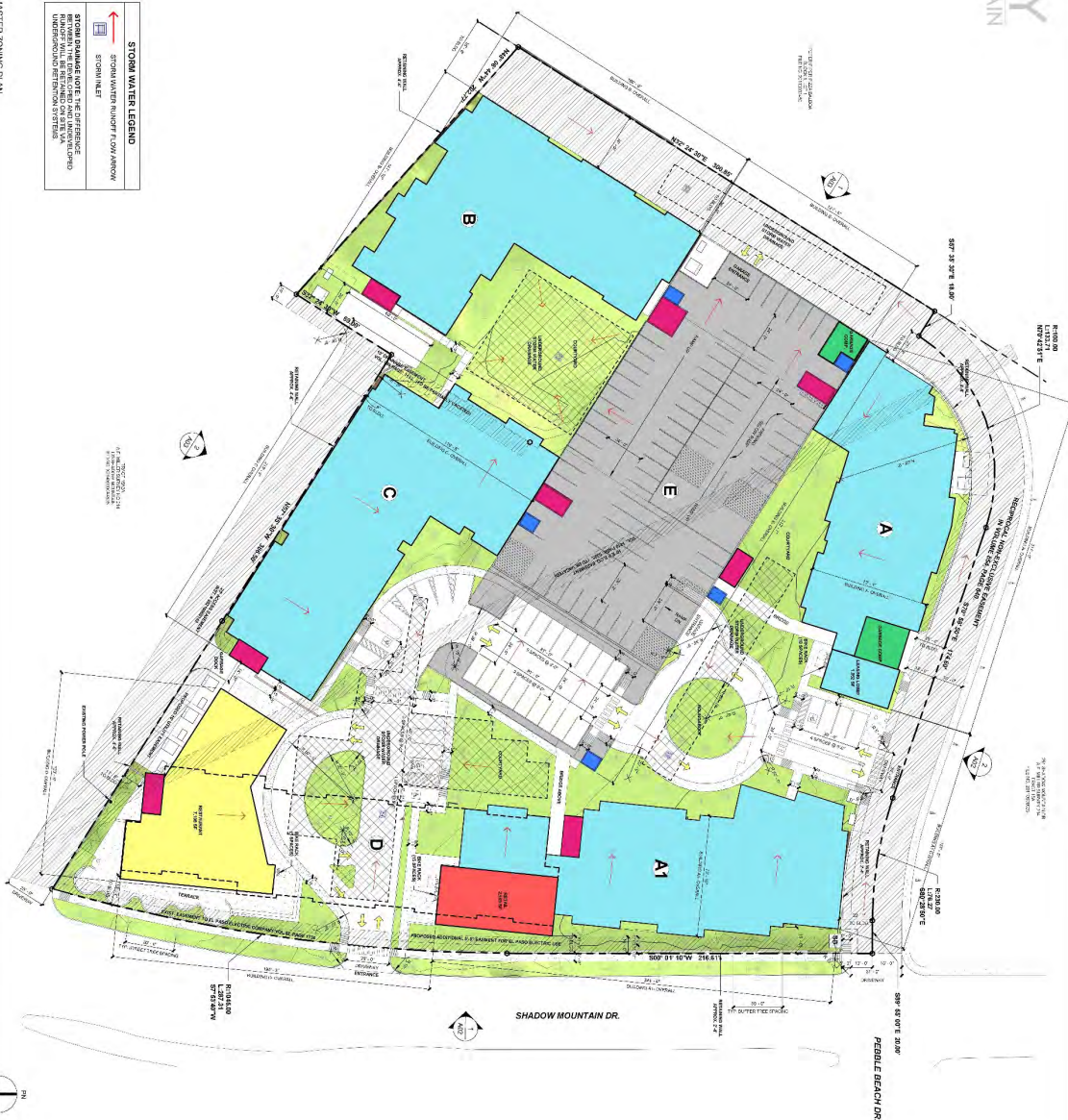
ATTACHMENTS:

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 LIS

BLK 1 SHADOW MOUNTAIN LOT 1 & BLK 1 SHADOW MOUNTAIN #2 LOT 1



e. Size and use of Structures:

[illegible]

	MULTIFAMILY UNIT COUNT			
	1-BEDROOM	2-BEDROOM	3-BEDROOM	TOTAL
BUILDING A	35	12		47
BUILDING A1	33			33
BUILDING B	32		4	36
BUILDING C	37			37
BUILDING D	35			35
TOTAL	165	124	4	293

	LANDSCAPING	ACTUAL SQ. FT.
MINIMUM SQ. FT.		46,817
OPEN SPACES	15,428 SQ. FT. = 15%	46,817 SQ. FT. = 32%

200.916 sq ft (0.6 acre); - 96'-72" sq ft (Bldg); - 100'-0" sq ft; A: 0.136; 16,826 sq ft;
h. Curb cuts and driveway: As shown on plan.
i. Pedestrian ways and sidewalks: As shown on plan.
j. Parking Calculations Table:
On-Site Parking: 525 Garage + 35 Surface = 560

ROOM TYPE	NO. OF ROOMS	NO. OF BATHS	NO. OF TUBS	NO. OF SINKS
1 BEDROOM	155	1.6	246	
2 BEDROOM	124	2	246	
3 BEDROOM	4	8	0	
TOTAL	287		504	504

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:			
MIN. VAN ACCESSIBLE PARKING SPACES:			
PARKING SPACES ON SITE		TOTAL LAND	200,915 SQ. FT.
504' x 596' = 550		TOTAL CONSTRUCTION	453,631 SQ. FT.

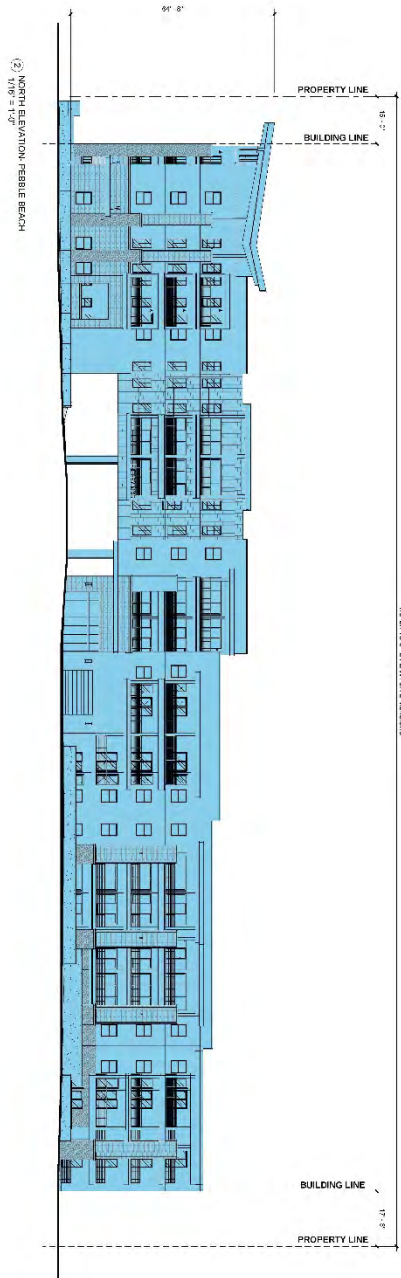
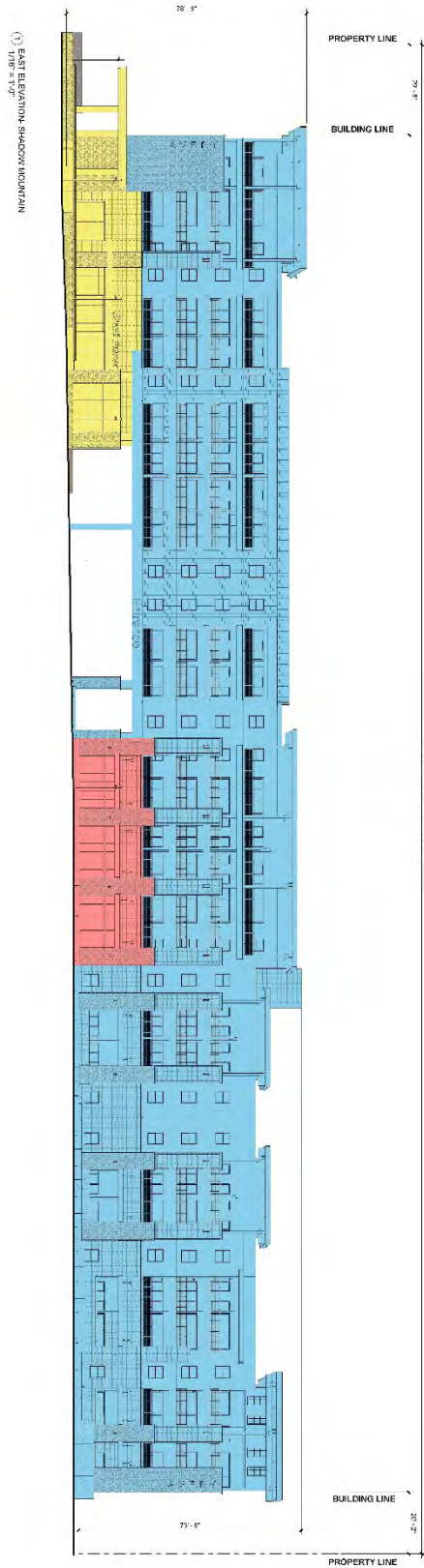
FAR	99,728 SF / 200,315 SF = 0.49		
PARKING REQUIREMENT (HEAVY TRUCK TRAILER)			
OCCUPANCY	AREA	GFA	REQUIRED
RESIDENTIAL	285,241	NONE	0
COMMERCIAL	9,677	150,000	0
BICYCLE PARKING SPACES			

	REQUIRED PAVING 600 x 60	% OF PAV 600 x 60	MOBILE SPACERS REQ. 25	MOBILE SPACERS PROV. 25
TOTAL	600	100	25	25

o. Utility rights-of-way, easements, as shown on plan.
 p. Architectural details of medians.
 q. Exterior elevations as referenced on plan (Sheets A602 & A603).
 r. Traffic diamonds, interchanges, as shown on plan.

MASTER ZONING PLAN
AO
06-13-2022

AVERY SHADOW MOUNTAIN

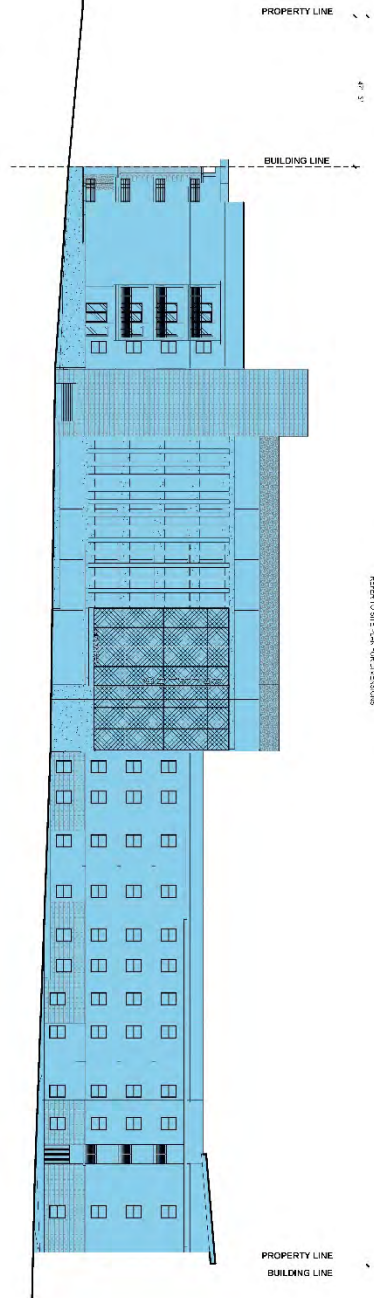


Meyers
Group
GXIGO
DESIGNED BY PETERSON

BUILDING ELEVATIONS 1 of 2

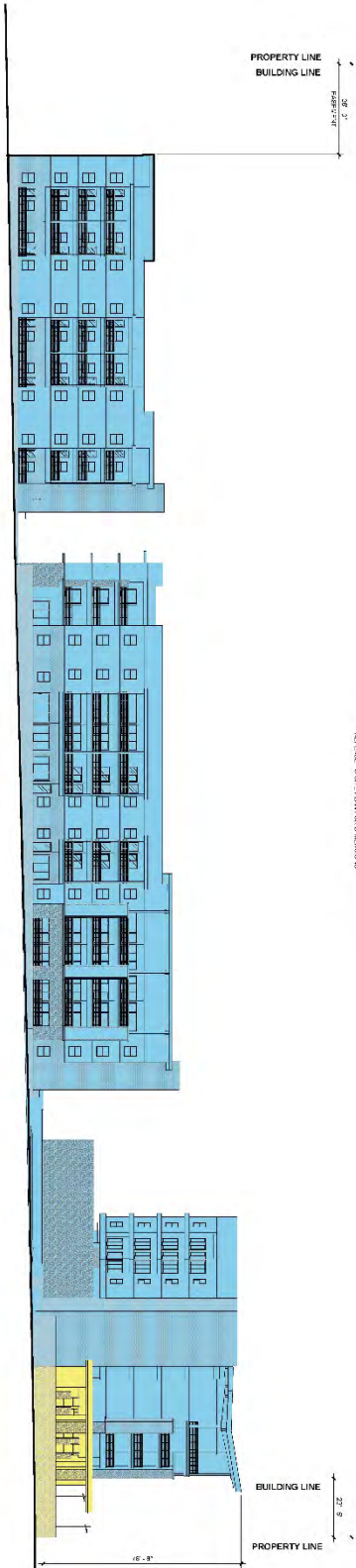
A02





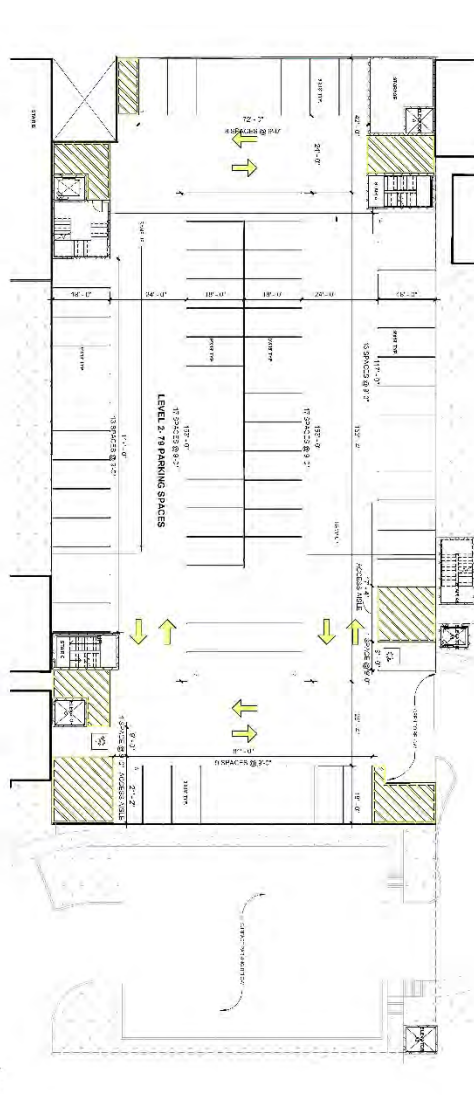
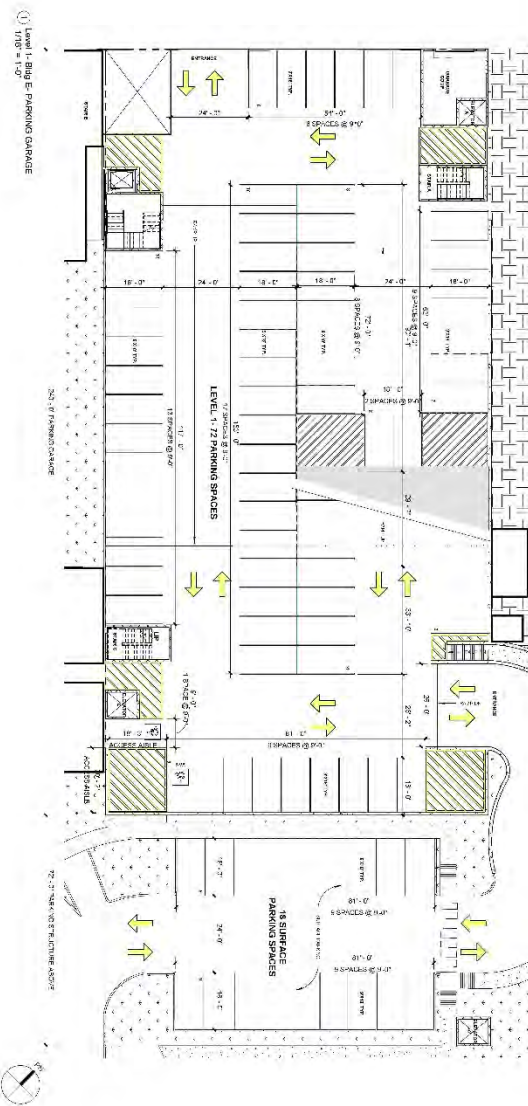
① WEST ELEVATION
 1/10" = 1'-0"

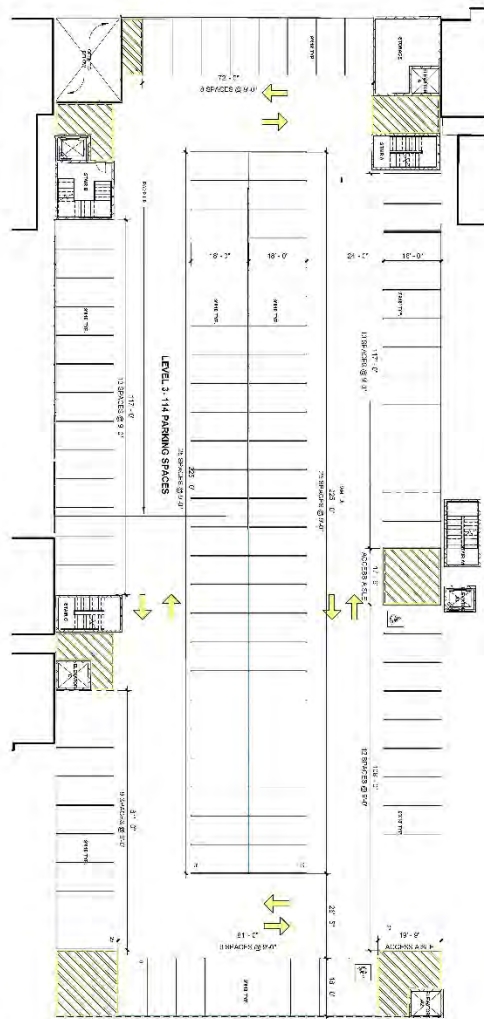
REFER TO SHEET A01 FOR DETAILS



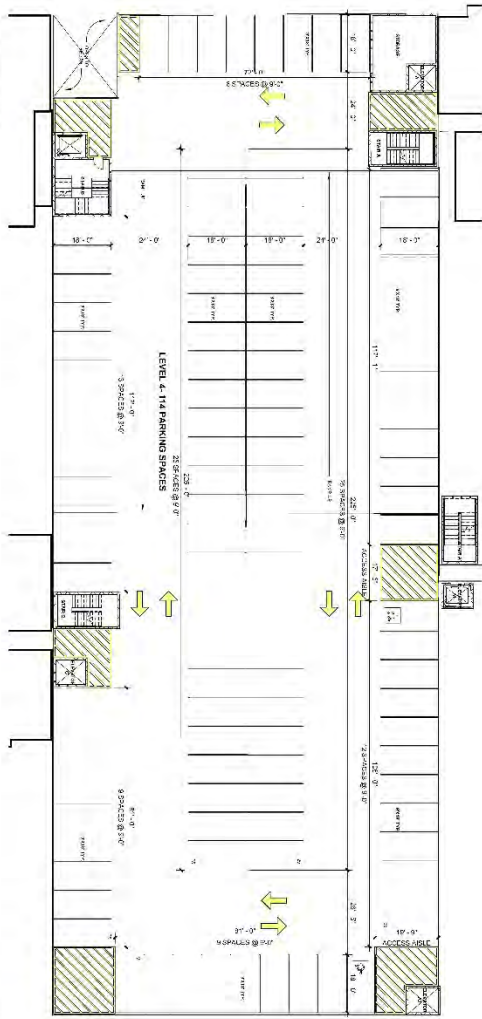
② SOUTH ELEVATION
 1/10" = 1'-0"







1 Level 3 - Bag E Parking Garage
1/8" = 1'-0"

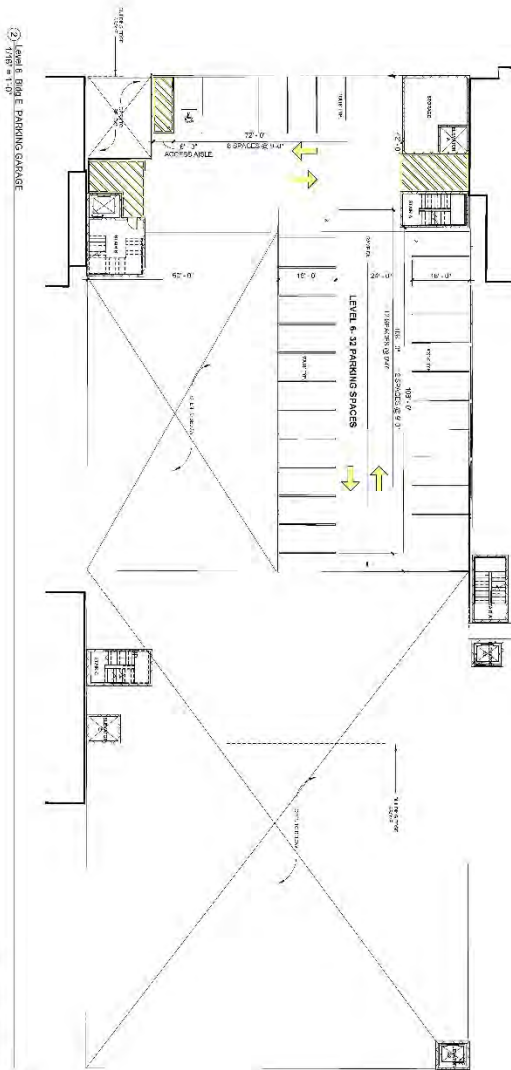
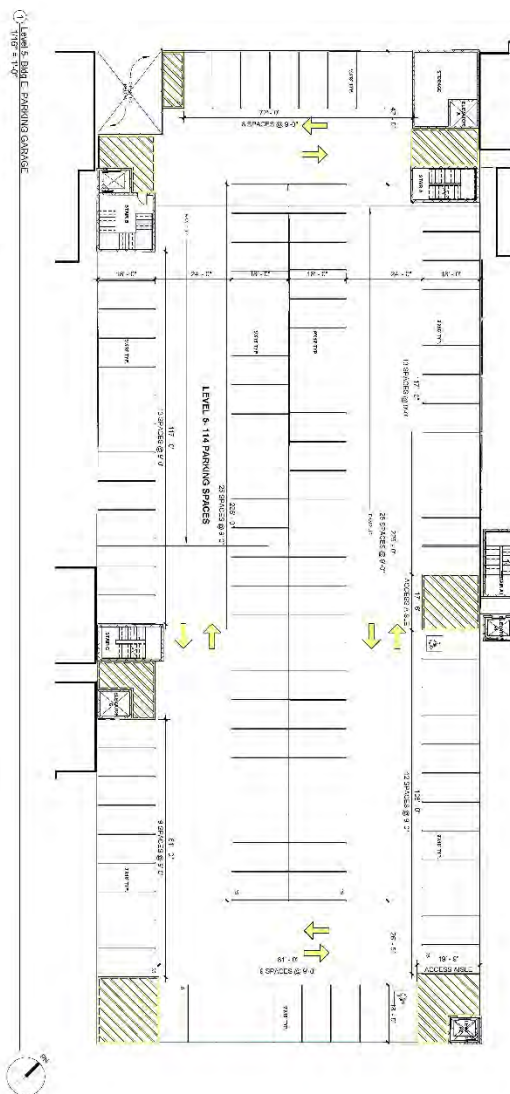


2 Level 4 - Bag E Parking Garage
1/8" = 1'-0"



PARKING GARAGE-LEVELS 3 & 4
A05







① Level 7 Rooftop Clubhouse
Type = 107



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	
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	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		
Commercial Uses						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"

Parking							
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"

Residential Uses							
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 19th 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.

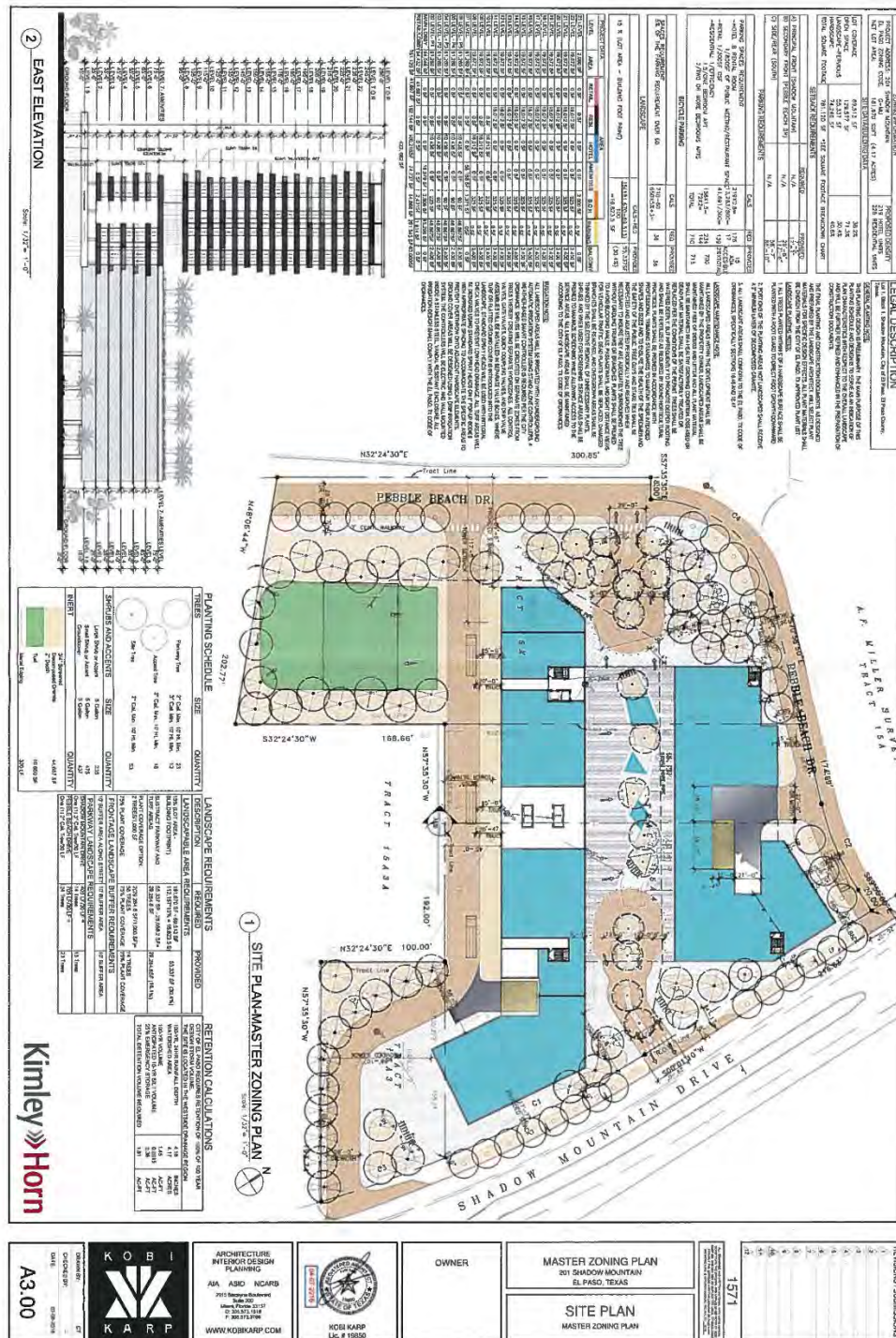
018541

16-1007-1684/533889

201 Shadow Mountain – Rezoning Ordinance
OAR

PZRZ15-00039

Exhibit A



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		
Commercial Uses						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"

Parking							
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"

Residential Uses							
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, 1st 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.

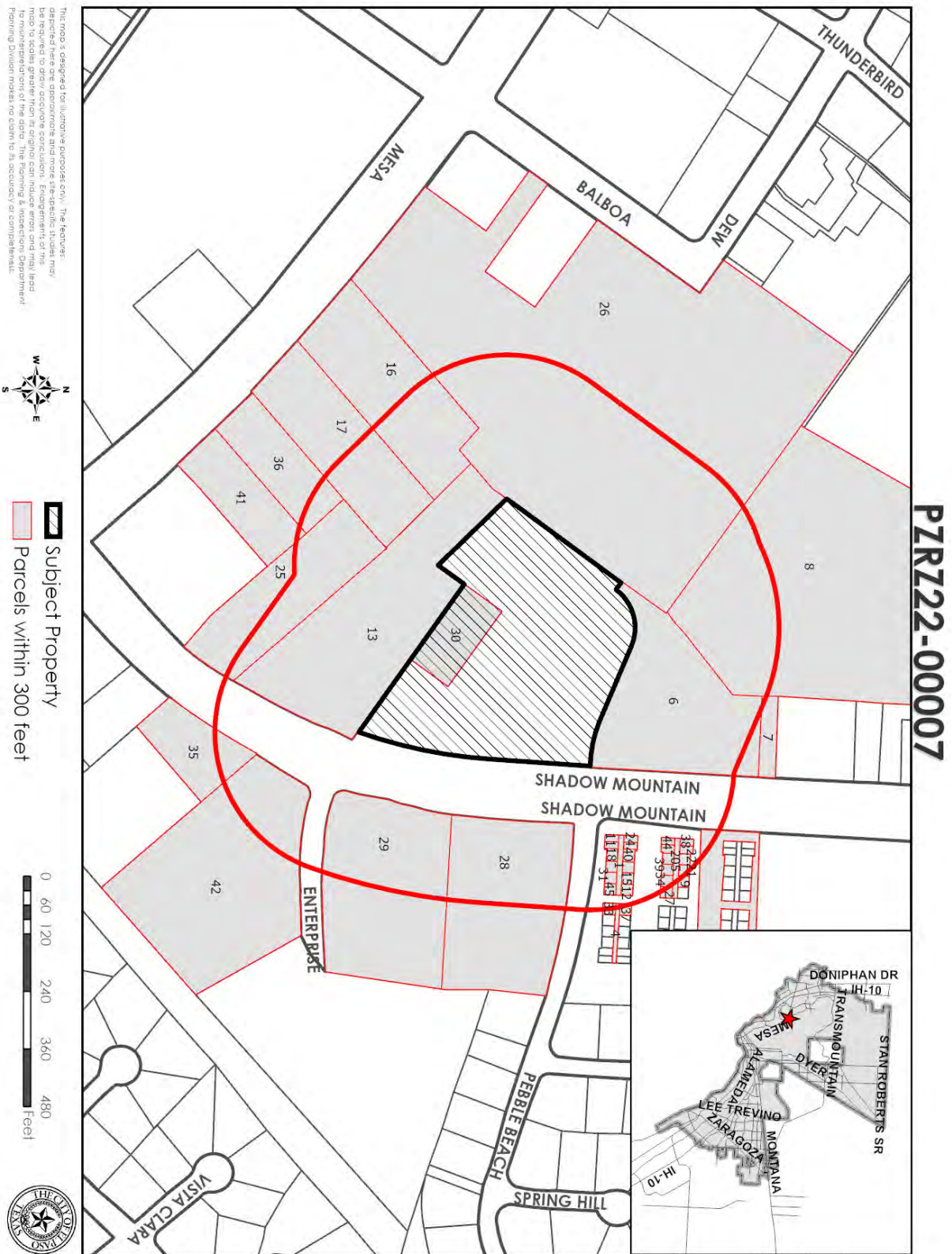
El Paso County Water Improvement District

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.

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**.

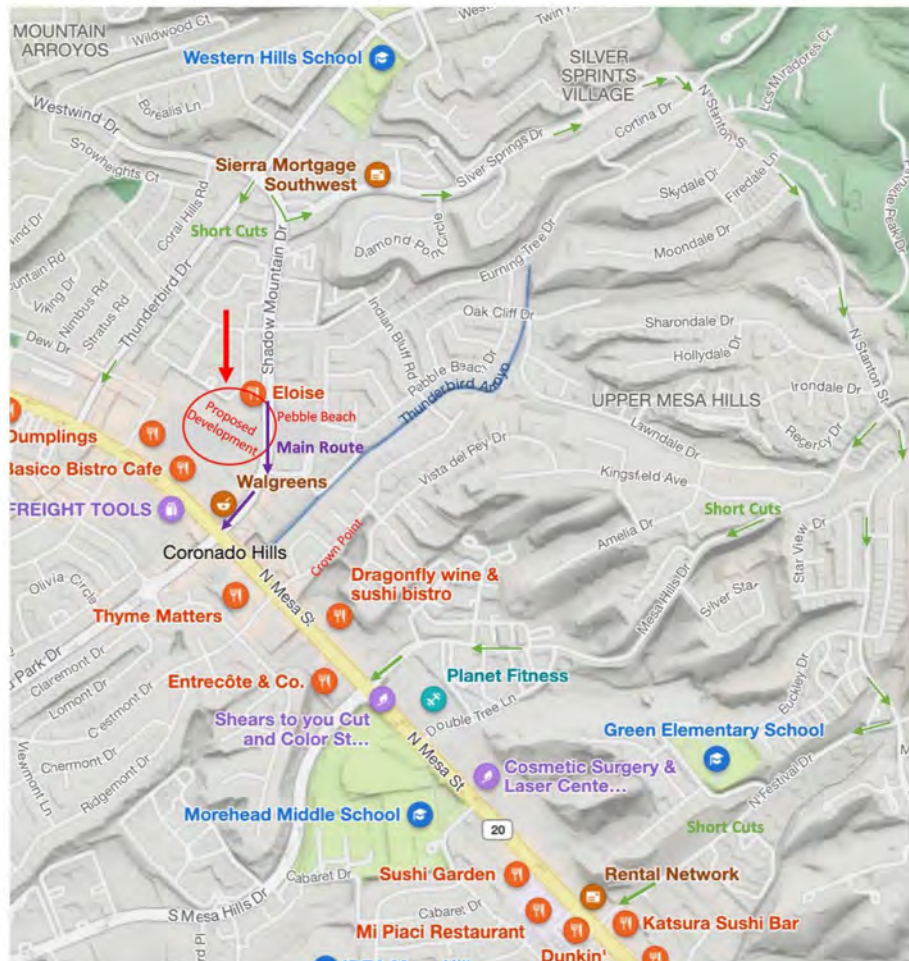
Another likely consequence of a 300-residence housing project is a **disruption of the neighborhood's traffic flow**. To avoid traffic congestion on Shadow Mountain, many drivers will likely opt for an alternative route. The thoroughfares most likely impacted are Silver Springs, Mesa Hills, and Festival, 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

Map of neighborhood streets potentially impacted by Avery Shadow Mountain Project





Legislation Text

File #: 22-1049, 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, 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. [POSTPONED FROM 08-16-2022 AND 08-30-2022]

**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

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

DEPARTMENT HEAD:

Philip Etiwe

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

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,

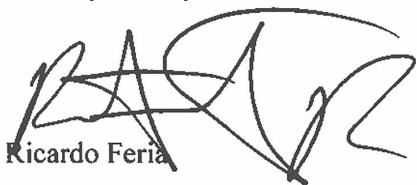
This is the required appeal to the City Council of El Paso regarding the denial of a Certificate of Appropriateness by the Historic Landmark Commission dated July 6, 2022.

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,

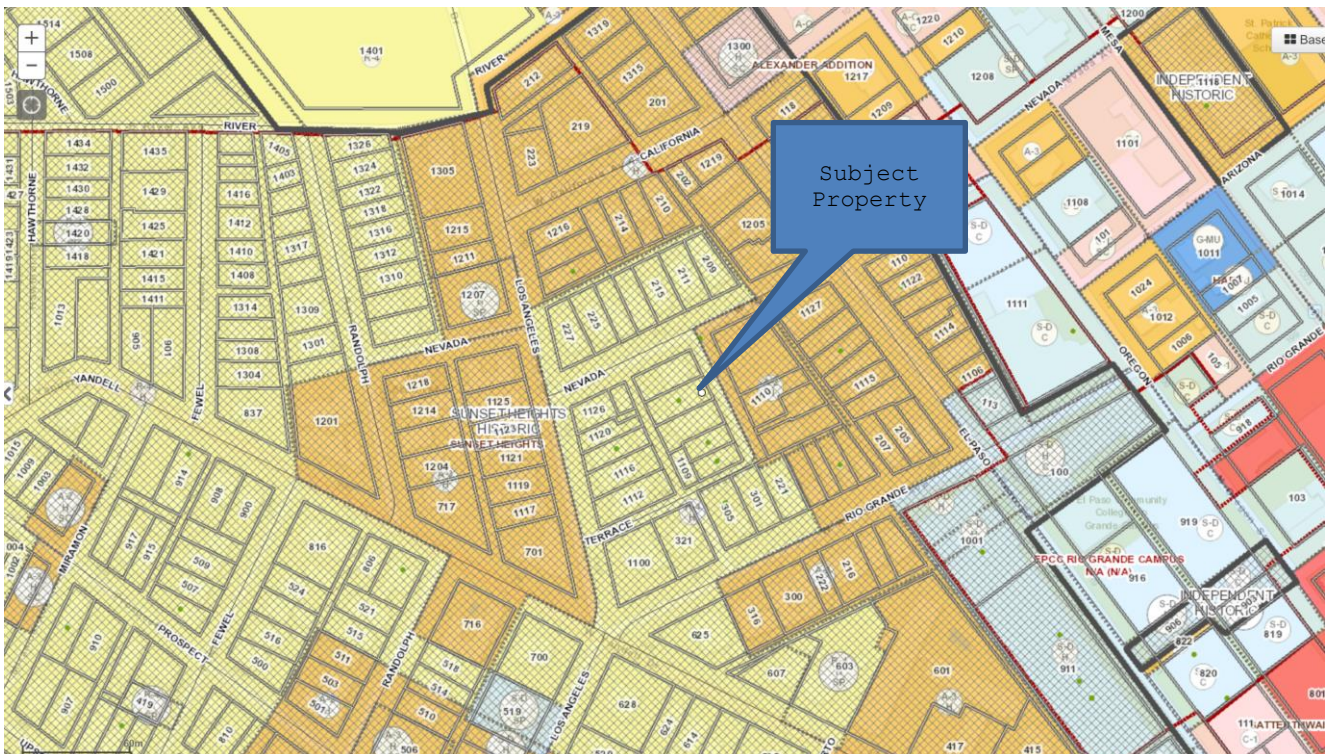

Ricardo Feria



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:*

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

For:

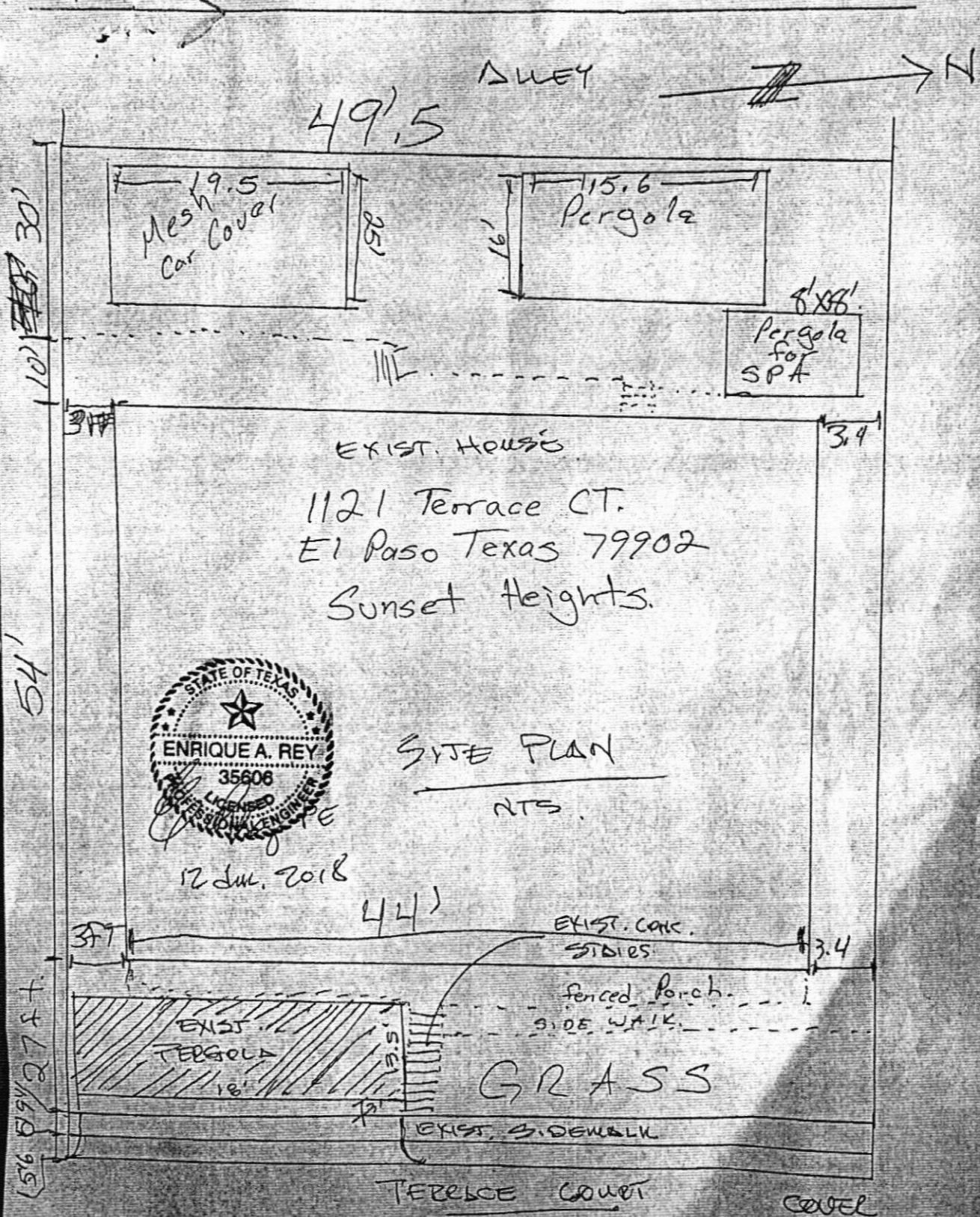
Certificate of Appropriateness for construction of a balcony structure on the main façade after-the-fact with the recommendations to have the balcony structure be removed; the windows and doors be replaced with windows and doors to match the historic windows and doors; the fencing be removed and replaced 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





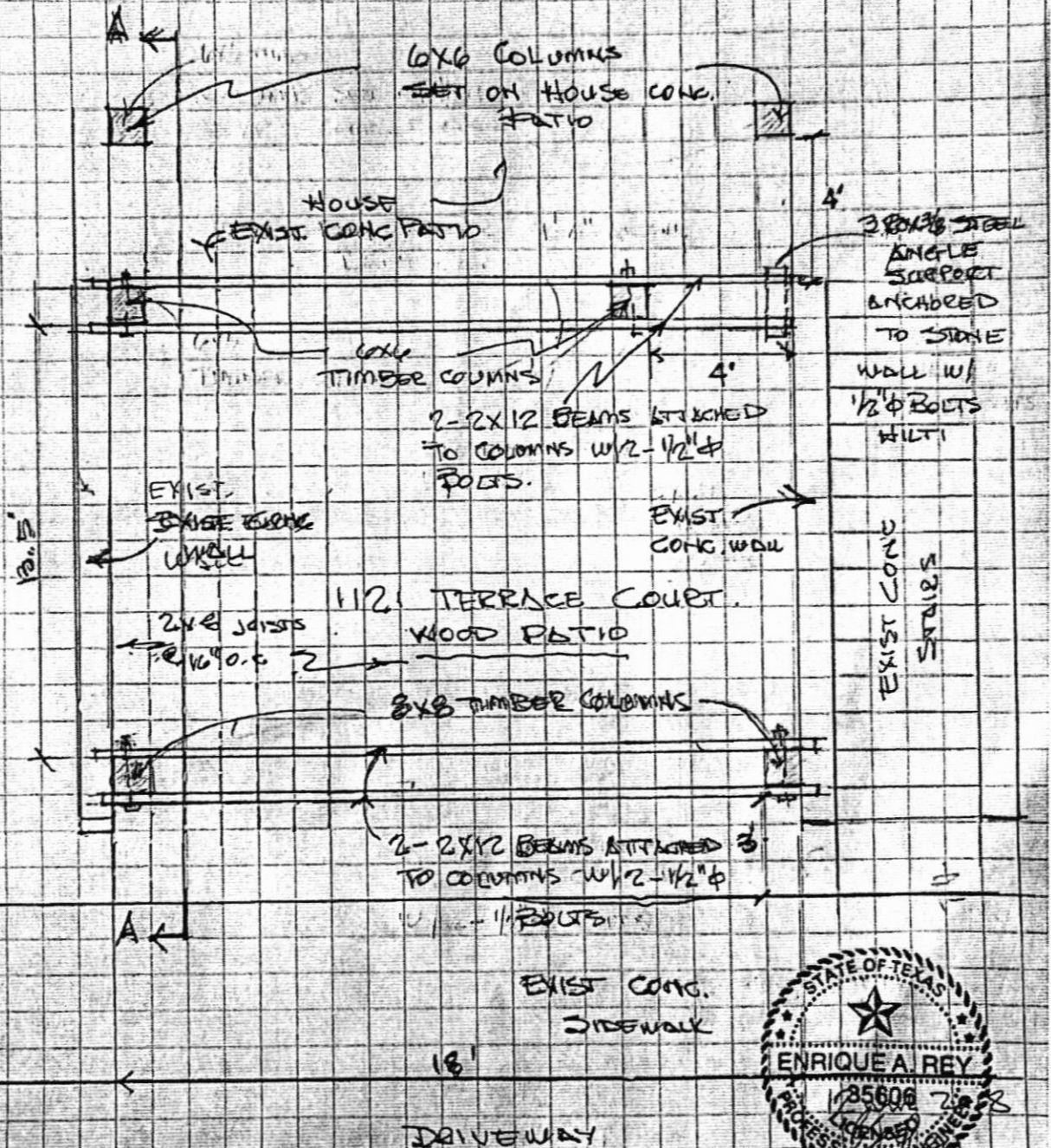
WOOD PATIO (AS-BUILT)
1121 TERRACE CT.
EL PASO, TEXAS



ENRIQUE REY P.E.
12 Jul 2018

1/3

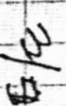
10 JUL 2018



PLAN (N.T.S.)



2/3





Permit Number (Leave this portion blank)

BRAL21-00049

JAN 20 2021

BUILDING PERMIT APPLICATION PLANNING & INSPECTIONS
DEPARTMENT☐ Commercial New ☐ Commercial Addition ☐ Commercial Shell ☒ Residential

APPLICANT	Date	Applicant Name	Email
	01-20-21	Ricardo Ferra	ferraricardo@yahoo.com
	Relationship to Project		
<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Contractor <input type="checkbox"/> Architect/Designer <input type="checkbox"/> Agent <input type="checkbox"/> Other			
Contact Phone No. 915-202-9106			

JOB SITE INFORMATION	Owner/Tenant or Business Name		Project Address		Bldg. No.	Unit/Ste. No.
	Ricardo Ferra		1121 Terrace Ct.			
	City	Zip Code	PID Number	No. of Stories		
	El Paso	79902				
Subdivision (Only for New Construction)		Block/Lot (Only for New Construction)		Tract (Only for New Construction)		
Sensei Heights						

RESPONSIBLE PARTIES (as applicable)	Owner - Name	Address	City, State	Zip Code
	Email	Phone Number		
	()			
General Contractor (Company Name)	Address	City	Zip Code	
	Email	Phone Number		
	()			

TYPE OF STRUCTURE	Residential	
	<input type="checkbox"/> Single Residence	<input type="checkbox"/> Swimming Pool
	<input checked="" type="checkbox"/> Duplex	<input type="checkbox"/> Fence
	<input checked="" type="checkbox"/> Carport (Attached)	<input type="checkbox"/> Storage Shed
	<input type="checkbox"/> Accessory Dwelling Unit	<input type="checkbox"/> Other:

Commercial		
<input type="checkbox"/> Assembly	<input type="checkbox"/> Institutional	<input type="checkbox"/> Apartments
<input type="checkbox"/> Office	<input type="checkbox"/> Retail	# of Units
<input type="checkbox"/> Educational	<input type="checkbox"/> Warehouse	<input type="checkbox"/> Parking Lot
<input type="checkbox"/> Industrial	<input type="checkbox"/> Temporary Placement	<input type="checkbox"/> Other:

PROJECT INFORMATION	Scope of Project		
	<input type="checkbox"/> New Construction	<input type="checkbox"/> Change of Use	<input type="checkbox"/> Foundation
	<input type="checkbox"/> Addition	<input type="checkbox"/> Conversion	<input type="checkbox"/> Demolition
	Description of Work		
	Front Pergola/Borch.		

Total Cost of Improvements	Square Footage (new, added, or affected area)	
\$ 5,000		
Previous Occupancy	Proposed Occupancy	
	<input type="checkbox"/> New Building	
Expedited Review (Additional fees apply)		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
Date:	Print Name	
Building Sprinklers	Residential Master Plan	Master Plan Model Number
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
TDLR EAB	EAB Project No.	<input type="checkbox"/> EXEMPT

Affidavit: I hereby certify that I have read and examined this application and know the same to be true and correct. All Provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other federal, state, or local laws regulating construction or the performance of construction. I also hereby certify that the information on the site plan is true and correct and that all known easements have been properly shown. I also understand that I am required by city ordinance to notify a Texas "One Call" system before starting any excavation or digging work.

Signature of Applicant

Date

01-20-21

Form Date: 4/27/18

Soto



CERTIFICATE OF APPROPRIATENESS APPLICATION
HISTORIC PRESERVATION OFFICE
PLANNING AND INSPECTIONS DEPARTMENT

City of El Paso, Texas
801 Texas Avenue
El Paso, TX 79901
915-212-1567

I. CONTACT INFORMATION

PROPERTY OWNER(S): Ricardo Feria.
ADDRESS: 1121 Terrace Ct. ZIP CODE: 79902 PHONE: 915 202 9606
E-MAIL ADDRESS: feria.ricardo@yahoo.com FAX: _____
REPRESENTATIVE(S): _____
ADDRESS: _____ ZIP CODE: _____ PHONE: _____
E-MAIL ADDRESS: _____ FAX: _____

II. PARCEL INFORMATION

PROPERTY ADDRESS: 1121 Terrace Ct.
LEGAL DESCRIPTION: Block 1 Lots 30 + 31
PROPERTY IDENTIFICATION NUMBER: _____
HISTORIC DISTRICT: Sunset Heights REP. DISTRICT: _____
HISTORIC STATUS: _____

III. PROPOSED SCOPE OF WORK (check all that apply)

- ☐ NEW CONSTRUCTION ☐ STRUCTURAL REPAIR ☐ OTHER: _____
☐ ADMINISTRATIVE REVIEW APPEAL ☐ NON-STRUCTURAL REPAIR _____
☒ ADDITION TO STRUCTURE _____

IV. DETAILED DESCRIPTION OF WORK

(Describe proposal and building materials to be used; design type; design elements; i.e. windows, doors, roof; proposed colors; etc. Attach additional page if necessary.)

Porch - Pergola wood Patio

V. ADDITIONAL INFORMATION

OWNER(S) OF RECORD FOR THE ABOVE DESCRIBED PARCEL(S):

Printed Name: Ricardo Feria Signature: [Signature]

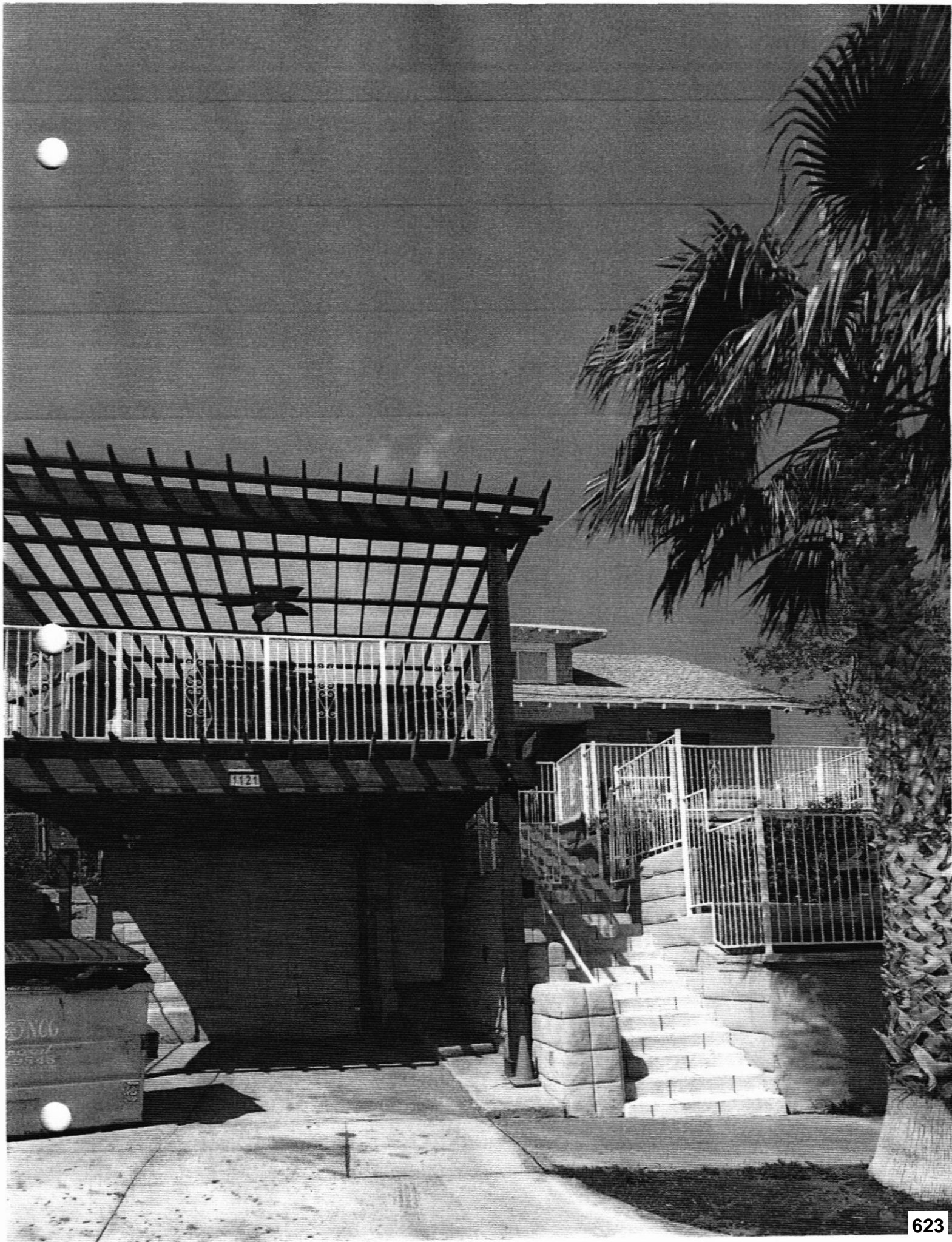
OWNER'S REPRESENTATIVE FOR THE ABOVE DESCRIBED PARCEL(S):

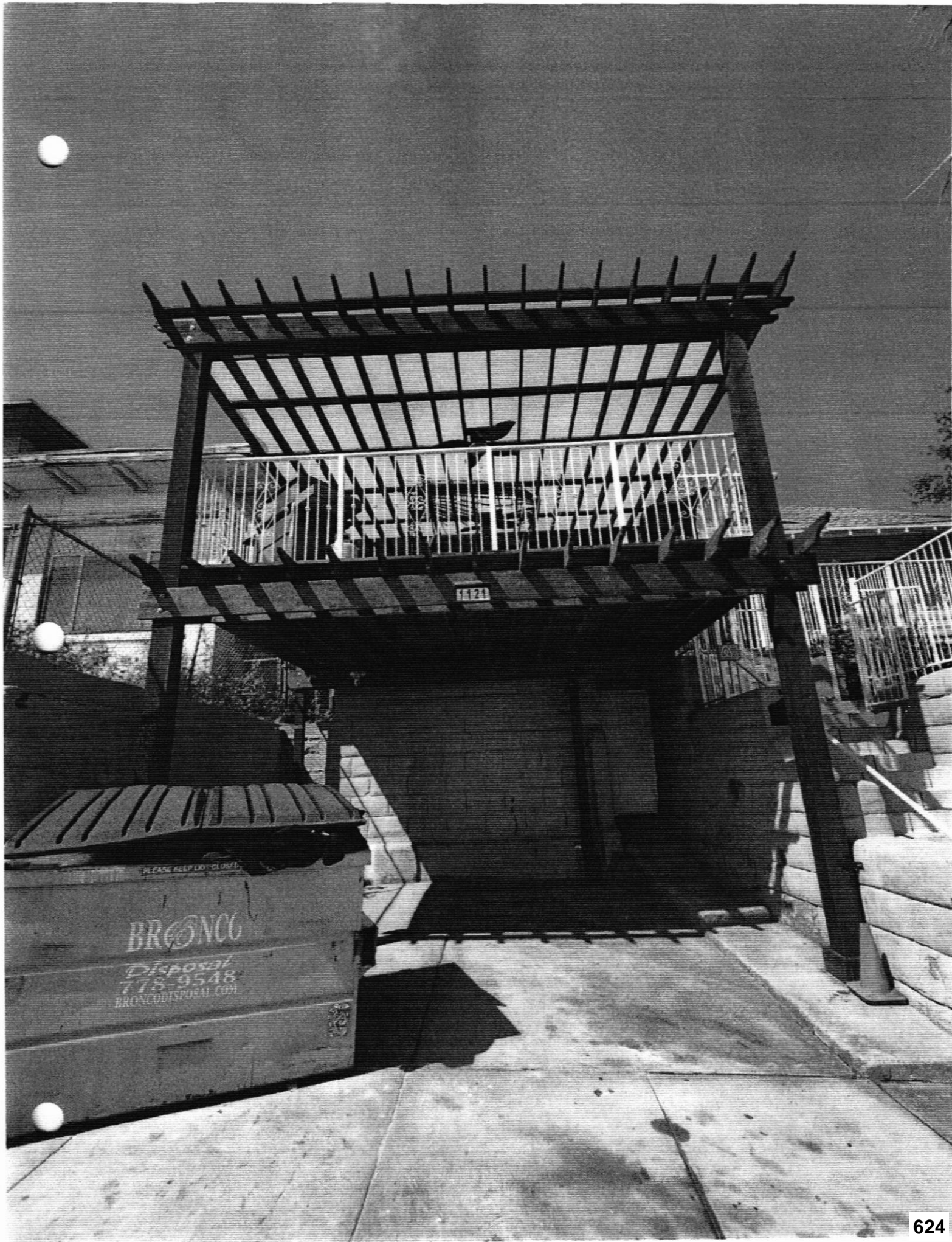
Printed Name: _____ Signature: _____

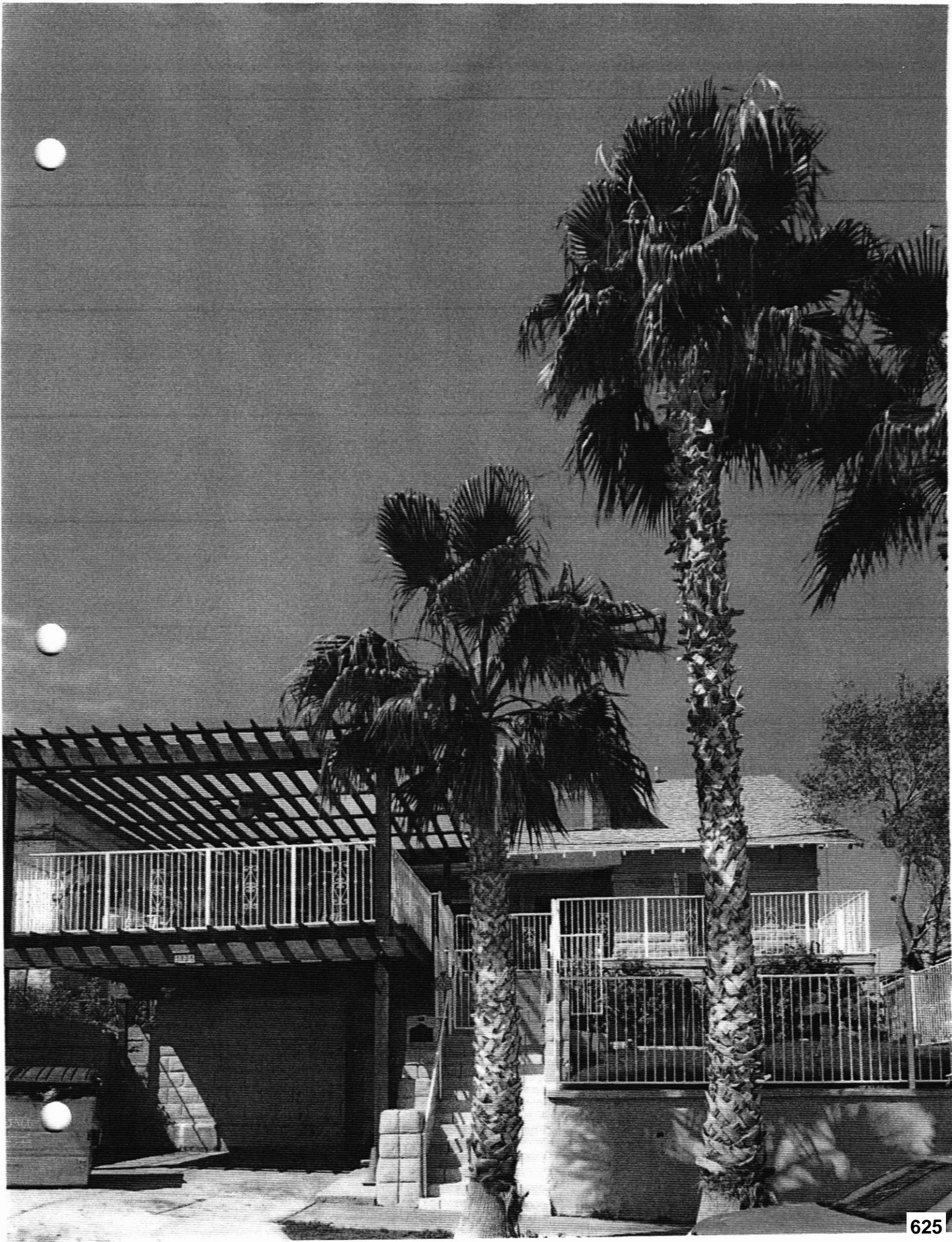
Note: Signatures are required for all owners of record for the property. Attach additional signatures on a separate sheet of paper.

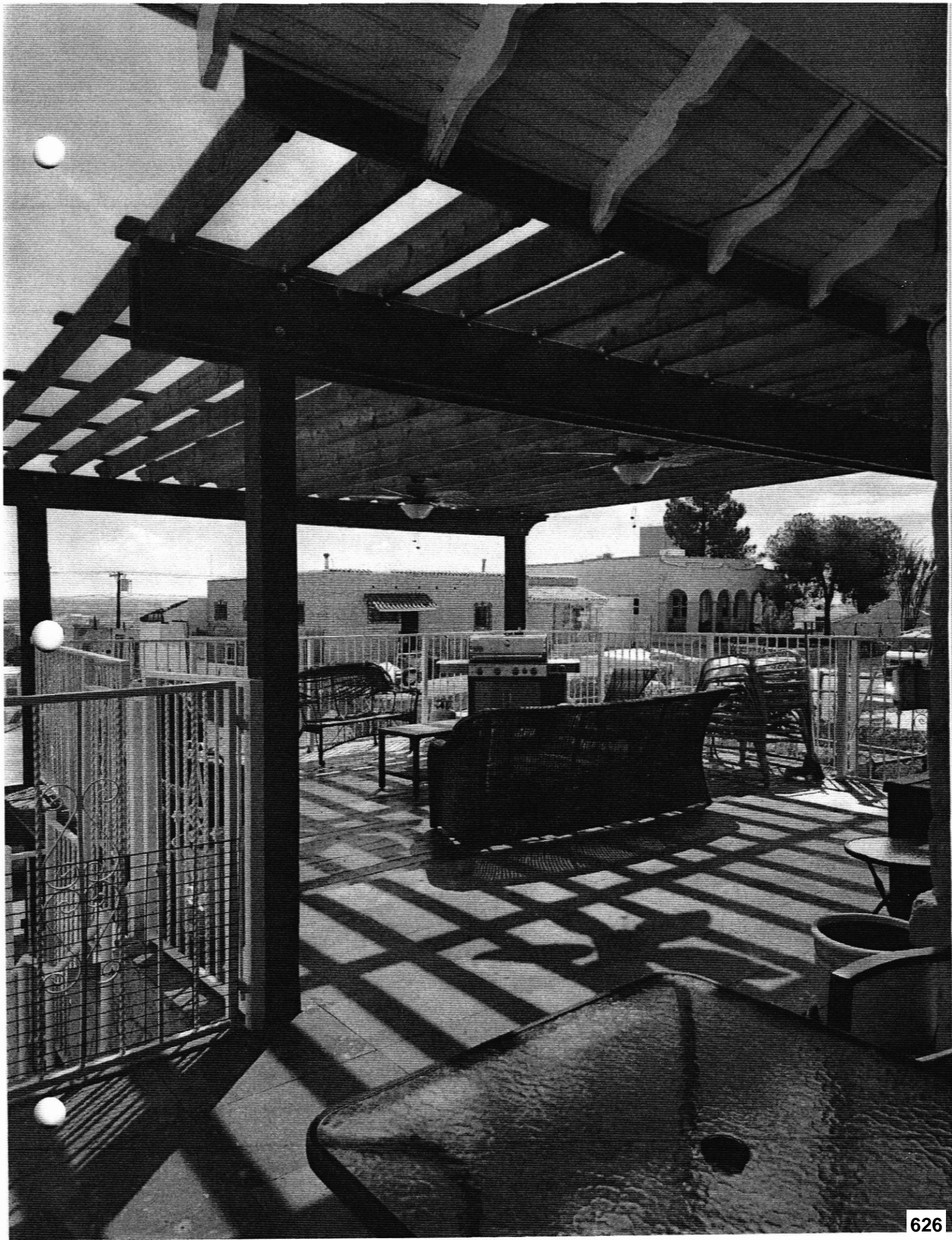
OFFICE USE ONLY

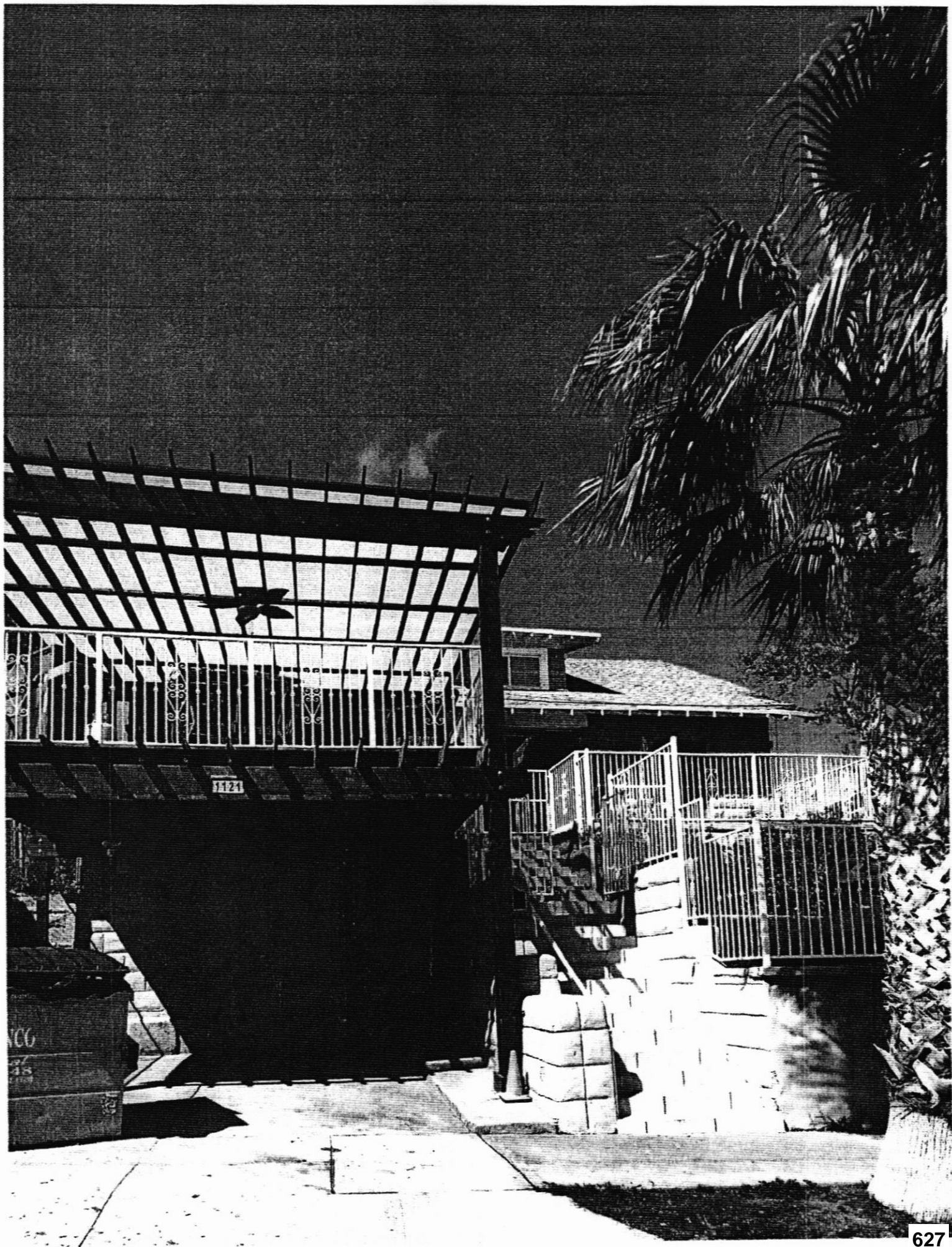
PHAP _____ RECEIVED DATE: / / FILED DATE: / /
HLC REVIEW DATE: / / RECEIVED BY: _____
UNLESS OTHERWISE SPECIFIED, THE EL PASO HISTORIC LANDMARK COMMISSION MEETS AT 4:00 PM,
CITY COUNCIL CHAMBERS, 1ST FLOOR, CITY HALL BUILDING, 300 N. CAMPBELL, EL PASO, TX 79901

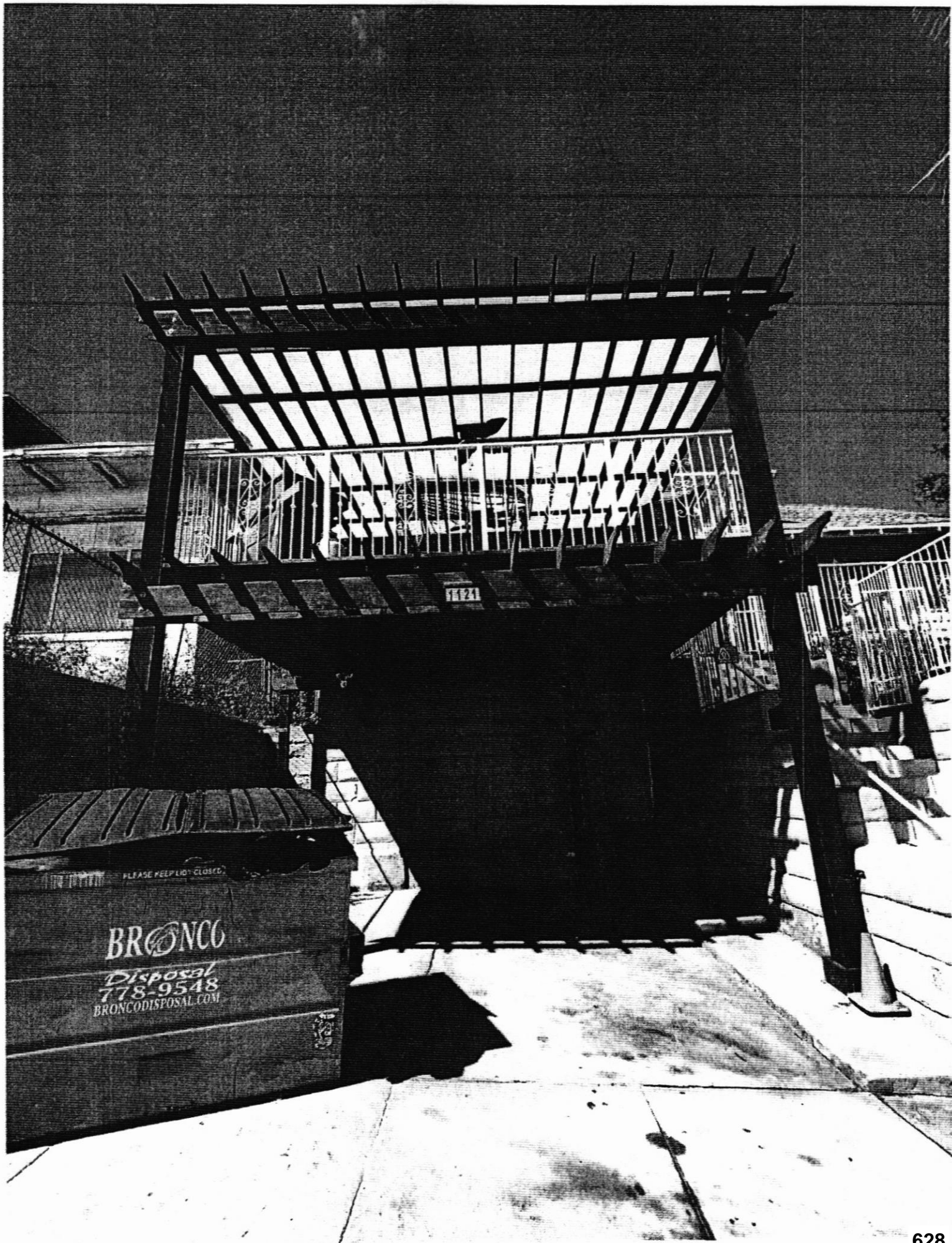


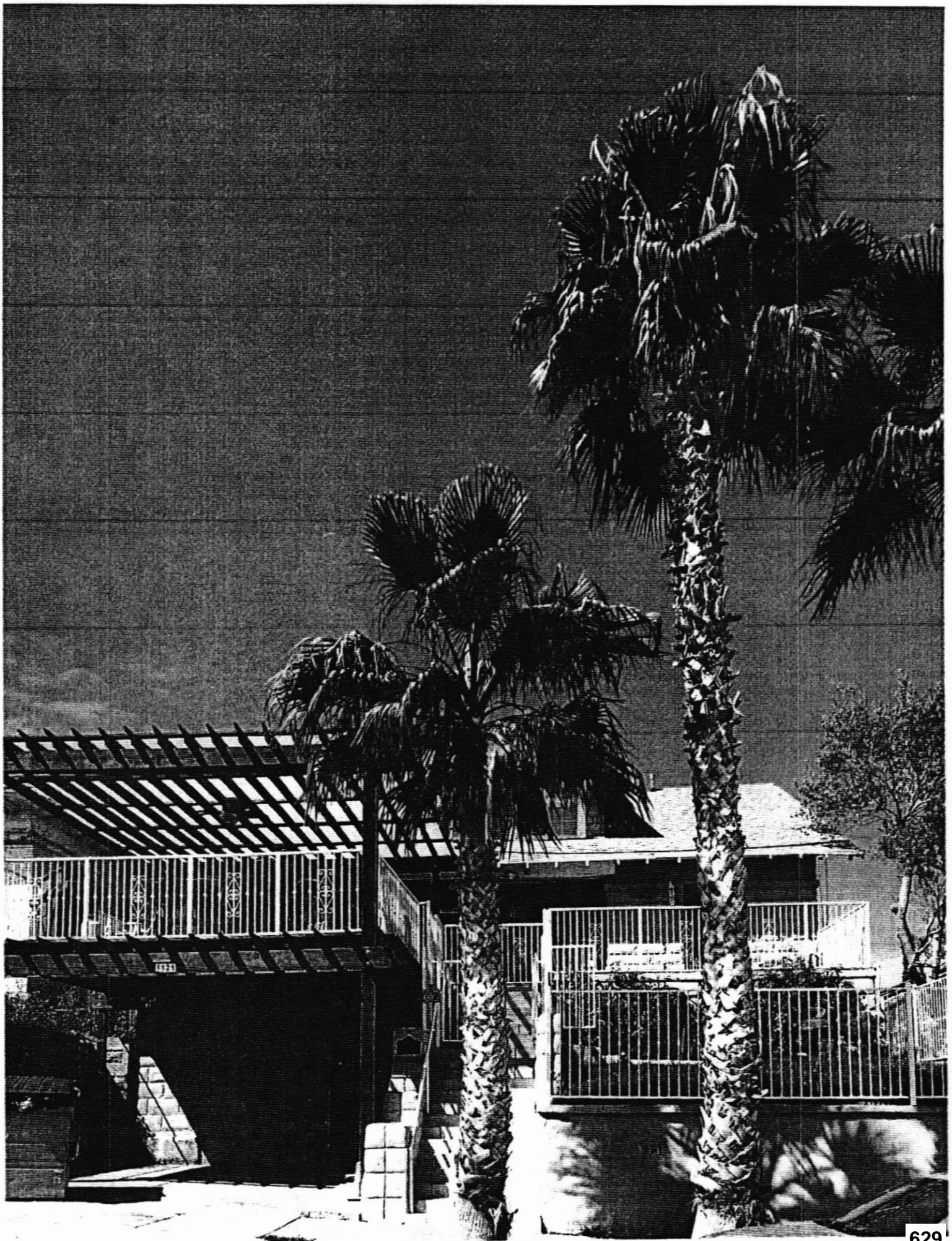














Estimado Sobre Remover 2 pergolas
 de 15X17 el cobro seria por Kitar
 las Pergolas \$ 4800 por remover
 estructura y yevarse todo el
 material al domicilio indicado.
 Para Mayor Inf. Se puede
 Comunicar al 915-330-1004



**Pergolas
 Piedra Decorativa
 Private Fence
 Presupuestos Gratis!
 Free Estimates!**

**No dude en llamarnos.
 Somos los mejores
 en El Paso, La Cruces,
 Odesa y todo Texas!**

**Pergolas
 San Judas**

© 915.330.1004



**Pergolas
 San Judas**

Muros
 Pergolas
 Piedra Decorativa

915.330.1004
 marquezcesar433@gmail.com
 El Paso, TX 79930

Presupuestos gratis
 Free Estimates



Sun City Pergolas & Canopies

13771 Arango Suite 105
El Paso, Texas 79928
Phone: (915) 253-6488
Web: www.suncitypergolasandcanopies.com

Prepared For

Ricardo Feria
1121 Terrace ct 79902
El Paso, Tx
(915) 273-2074

Estimate # 233

Date 08/25/2022

Description	Total
Demolish of 2 pergola with balcony	\$4,000.00

Subtotal	\$4,000.00
Tax	\$330.00
Total	\$4,330.00

Ricardo Feria



Stenner
Custom
Pergolas



SAMUEL STENNER
915.691.8728

ELPASOPERGOLAS.COM

Free **ESTIMATE**

SIZE: N/A POST: N/A
PPL BEAM: _____ BEAM: _____
TOTAL: _____ SUNSCREEN: _____
CONCRETE BASE: _____ ☐ ATTACHED: YES ☐ NO ☐

RICARDO FERIA PERGOLA & DECK REMOVAL
1121 TERRACE CT EL PASO TX 79902

08/15/22

PERGOLA REMOVAL \$3,500
DECK REMOVAL \$3,750
\$7,250



Stenner
Custom
Pergolas

VALID UNTIL NOV 2022

CHARGE: \$7,250

36010119
409113

THE CITY OF EL PASO
DEPARTMENT OF PUBLIC INSPECTION

ROOFING PERMIT

PERMIT #: 02-10733

DATE ISSUED: 04/15/02

PROJECT #: 02 CYS

PROJECT NAME:

FIRE ZONE:

PROJECT ADDRESS: 1121 TERRACE CT

SUBDIVISION:

LOT #: HISTORICAL LANDMARK APPROVAL REQ'D

BLOCK #:

OWNER NAME: RICARDO FERIA

PHONE #: (915)203-7635

ADDRESS: 1121 TERRACE CT

CITY: EL PASO ST:TX ZIP: 79902

CONTRACTOR: HOMEOWNER

PHONE #: () -

ADDRESS:

CITY: ST: ZIP:

WORK: REROOF ONLY

DESC:

ISSUING CLERK: VR

VALUATION: \$ 1680.0033 PERMIT FEE: \$ 60.00

***** NOTICE *****

THIS PERMIT IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SEC. A103.1 (PERMITS) OF THE EL PASO BUILDING CODE, AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES HIMSELF TO FULL COMPLIANCE WITH THE CODE AND OTHER APPLICABLE BUILDING ORDINANCES INSOFAR AS THEY AFFECT THIS PERMIT INCLUDING BUT NOT LIMITED TO CALLING FOR REQUIRED INSPECTIONS.


(SIGNATURE OF CONTRACTOR, OWNER, OR AGENT)

4,15,02
DATE
4,15,02
DATE

(APPROVED BY BUILDING OFFICIAL OR AGENT)

INSPECTION RECORD

Preliminary	_____	Date	____/____/____
In Process	_____	Date	____/____/____
Final	_____	Date	____/____/____

NOTES OR COMMENTS: _____

0210204-1 04/15/2002 001 13
MFI - GENERAL PERMITS 0210733 460.00



EL PASO HISTORIC LANDMARK
COMMISSION

Department of Planning, Research & Development

ADMINISTRATIVE REVIEW



Ron E. Crandal
DATE: 4.15.02
COMMENT: scope of
work as outlined
below only.

DATE: Apr. 15-02

PROPERTY OWNER/
APPLICANT: RICARDO FERIA
ADDRESS: 1121 Terrace Ct.
HISTORIC DISTRICT: Sunset Heights

In order to provide more rapid service to property owners who wish to make certain exterior changes to their property or home, an *administrative process* is in place. Your request will be reviewed for approval by departmental staff. If a permit is required for the proposed work to be undertaken, the applicant will additionally need to process a permit through Building Services.

A detailed description of the proposed work is required. If recent photographs of the property are not on file, the applicant may be required to provide them. The detailed description should include such items as what type of proposed replacement material will be used, its size, color, etc. Additional pages may be attached.

to take out old roof and re roof with
tridimensional shingles (Sierra Gray). Replace
flashing & Gutter. Replace damage wood.

NOTE: All administrative review requests shall comply with City Code requirements.

Effective Date 9/18/01

EL PASO HISTORIC LANDMARK COMMISSION

Department of Planning, Research and Development

APPLICATION FOR: CERTIFICATE OF APPROPRIATENESS

ADDRESS OF PROPERTY Ricardo Ferrer HISTORIC DISTRICT Sunset

NAME OF OWNER _____

ADDRESS OF OWNER 1121 Jerome Court

NAME OF APPLICANT _____

APPLICANT'S ADDRESS _____ PHONE 203-7635

Historic Landmark Commission requires the applicant or his representative be present at the public hearing for this request. Your application will not be scheduled for an HLC agenda until your application has been reviewed and approved for building code compliance and all supportive documents have been provided accordingly.

DATE 4-15-02 SIGNATURE [Signature]
APPLICANT

Your application is complete and is scheduled for the May 15, 2002

DATE 4-15-02 SIGNATURE Rose E. Crandall
STAFF

meeting.
HLC mtg
4:00 pm
Council
Chambers
2nd Floor
City Hall

PROPOSED WORK:
(check one)

☐ New construction

☐ Demolition

☐ Appeal of Administrative Review

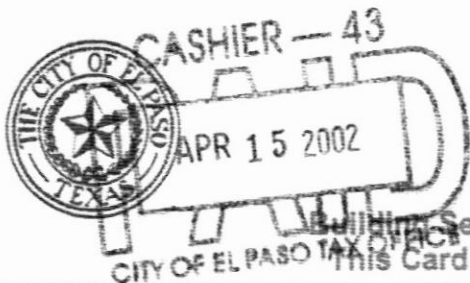
☒ Other Restoration
Specify

NOTE: If your request for demolition or new construction is determined to possibly affect archeological resources, the HLC may recommend additional requirements.

DESCRIPTION OF THE PROPOSED PROJECT:

Explain what changes will be made and how they will be accomplished. (use separate sheets if necessary).

Request to stucco exterior of structure all sides and color. Also request to stucco 3 chimneys also sand color. (3) Chimneys are on roof. Structure is bi-level; main floor is for residential use and street level is used for storage.



Building Services Department Miscellaneous Permit Inspection Record

Building Services Department Approved Plans and
This Card Must Be on the Job During Inspection

Miscellaneous Permit - Sign Permit - Mobile Home Permit

Job Address No. 1121 TERRACE CT Contractor HOMEOWNER
Fire Protection Permit No. _____ Mobile Home Permit No. _____
Plumbing Permit No. _____ Electrical Permit No. _____
HVAC Permit No. _____ Retaining Wall and Fence Permit No. _____
Re-Roofing Permit No. 02-10733 Sidewalk / Driveway Permit No. _____
Temporary Gas Permit No. _____ Electric Sign Permit No. _____
Misc. Building Permit No. _____
Work Authorized REEROOF ONLY Valuation \$ 1680 -

MOBILE HOME PLACEMENT

PLUMBING FINAL _____ Gas Seal # _____
ELECTRICAL FINAL _____ Electrical Seal # _____
MECHANICAL FINAL _____ Foundation _____
Structural _____ BUILDING FINAL _____

PEROOFING / DEMOLITION / INTERIOR DEMOLITION

In-Progress _____ FINAL _____

SIDEWALKS / DRIVEWAYS

CALL BEFORE PLACEMENT

EXCAVATION / FORMS / JOINTS / GRADE AND STEEL _____

FENCES AND RETAINING WALLS

FENCE FINAL _____ Retaining Wall Foundation _____
In-Progress (Ret. Wall Over 6') _____ RETAINING WALL FINAL _____

FIRE PROTECTION

Underground Piping _____ FIRE ALARM FINAL _____
FIRE SUPPRESSION FINAL _____ SPRINKLER / STANDPIPE FINAL _____

SIGN PERMITS

Sign Footing _____ Electrical Shop _____
ELECTRIC SIGN FINAL _____ Sign Sticker # _____
SIGN FINAL _____

TEMPORARY AND MISCELLANEOUS PERMIT

Temporary Electrical Service _____ ELECTRICAL FINAL _____
CHP _____ PLACEMENT INSPECTION _____

**DO NOT OCCUPY BUILDING WITHOUT CERTIFICATE OF OCCUPANCY
THIS CARD IS NOT A CERTIFICATE OF OCCUPANCY**

FOR INSPECTIONS, CALL BETWEEN 8:00 A.M. AND 5:00 P.M., FOR NEXT DAY INSPECTIONS

COMMERCIAL INSPECTION 541-4700

DEVELOPMENT INSPECTION 541-4970
FIRE DEPARTMENT 771-1090

SN - MH - RF - SP - FN - RW - FP - MS - TP - TN - TF - DM - ID



Building Permits & Inspections Miscellaneous Permit Inspection Record

Building Permits & Inspections Approved Plans and
This Card Must Be on the Job During Inspection

Miscellaneous Permit - Sign Permit - Mobile Home Permit

Job Address No. 121 TERRACE Contractor Adm. 121
Fire Protection Permit No. _____ Mobile Home Permit No. _____
Plumbing Permit No. _____ Electrical Permit No. _____
HVAC Permit No. _____ Retaining Wall and Fence Permit No. BLD003 -
Re-Roofing Permit No. _____ Sidewalk / Driveway Permit No. 07841
Swimming Pool Permit No. _____ Temporary Gas Permit No. _____
Misc. Building Permit No. _____ Electric Sign Permit No. _____
Work Authorized 6' HIGH ROCKWALL (PA) Valuation \$ 500.00

MOBILE HOME PLACEMENT

PLUMBING FINAL _____ Gas Seal # _____
ELECTRICAL FINAL _____ Electrical Seal # _____
MECHANICAL FINAL _____ Foundation _____
Structural _____ BUILDING FINAL _____

ROOFING / DEMOLITION / INTERIOR DEMOLITION

In-Progress _____ FINAL _____

SIDEWALKS / DRIVEWAYS

EXCAVATION / FORMS / JOINTS / GRADE AND STEEL _____

CALL BEFORE PLACEMENT

FENCES AND RETAINING WALLS

FENCE FINAL _____ Retaining Wall Foundation _____
In-Progress (Ret. Wall Over 6') _____ RETAINING WALL FINAL _____

FIRE PROTECTION

Underground Piping _____ FIRE ALARM FINAL _____
FIRE SUPPRESSION FINAL _____ SPRINKLER / STANDPIPE FINAL _____

SIGN PERMITS

Sign Footing _____ Electrical Shop _____
ELECTRICAL SIGN FINAL _____ Sign Sticker # _____
SIGN FINAL _____

TEMPORARY AND MISCELLANEOUS PERMIT

Temporary Electrical Service _____ ELECTRICAL FINAL
CHP _____ PLACEMENT INSPECTION

DO NOT OCCUPY BUILDING WITHOUT CERTIFICATE OF OCCUPANCY

FOR INSPECTIONS, CALL BETWEEN 8:00 AND 5:00 P.M., FOR NEXT DAY INSPECTIONS

COMMERCIAL INSPECTION 541-4700

DEVELOPMENT INSPECTION
FIRE DEPARTMENT

541-4970
771-1090

[illegible]

P - Plumbing EL - Electrical F - Fire M - Mechanical L - Landscape D - Development B - Building



BUILDING PERMIT

PERMIT NO.: **BLD03-07841**

ISSUED: **7/9/2003**

APPLIED: **7/9/2003**

EXPIRES: **1/9/2004**

SITE ADDRESS: **1121 TERRACE**
ASSESSOR'S PARCEL NO.: **S97999900703300**
PROJECT DESCRIPTION: **6' HIGH ROCKWALL. (PA)**

OWNER/APPLICANT FERIA, RICARDO SR 1121 TERRACE CT EL PASO TX 79902	CONTRACTOR HOMEOWNER
--	--------------------------------

TYPE OF WORK: Fence

TYPE OF USE: Residential

CENSUS CAT.: Fences/Retaining Walls

ZONING:

OCCUPANCY GROUPS:

1 2
3 4

CONSTRUCTION TYPE:

1 2
3 4

AREA

LOT:

sf

1ST FLR:

sf

2ND FLR:

sf

GAR/CARPORT:

sf

BASEMENT:

sf

OTHER:

sf

VALUE: \$500.00

REQUIRED SETBACK:

FRONT: ft

SIDE 1: ft

SIDE 2: ft

REAR: ft

NUMBER OF UNITS:

STORIES:

BUILDING HEIGHT:

ft

REQUIRED PARKING:

TOTAL PARKING:

HANDICAPPED:

Fees			
Type	By	Date	Amount
PRMT	EJC	7/9/2003	30.00
Total:			30.00

***** NOTICE *****

1. This permit is issued in accordance with the provisions of Chapter 18.02 of the Municipal Code and the applicant, in accepting it, obligates himself to comply fully with all the provisions of the Municipal Code and other applicable codes and ordinances insofar as they affect this permit including, but not limited to, calling for all required inspections.
2. This building permit or a copy thereof shall be kept on the site of work until completion of the project.

I hereby acknowledge that I have read this permit and state that the above information is correct, and agree to comply with all City, State and Federal Laws regulating activities covered by this permit.

Issued by

Contractor's, Owner's or Agent's Signature

A Minimum 24 Hour Notice Is Required For All Inspections

1. Original 2. Customer 3. Cashier 4. Office

541-4600 or 541-4700

HF Welding and Iron Works

134 s. Glenwood

El Paso TX 79905

August 26,2022.

Estimate for work to be done at the house located at

1121 Terrace Ct:

- New wrought Iron fence in front of the house.
- Fence will be the exact same design as existing.
- Fence will be 3' high
- Removal and disposal of existing fence

The total price includes all labor and materials.

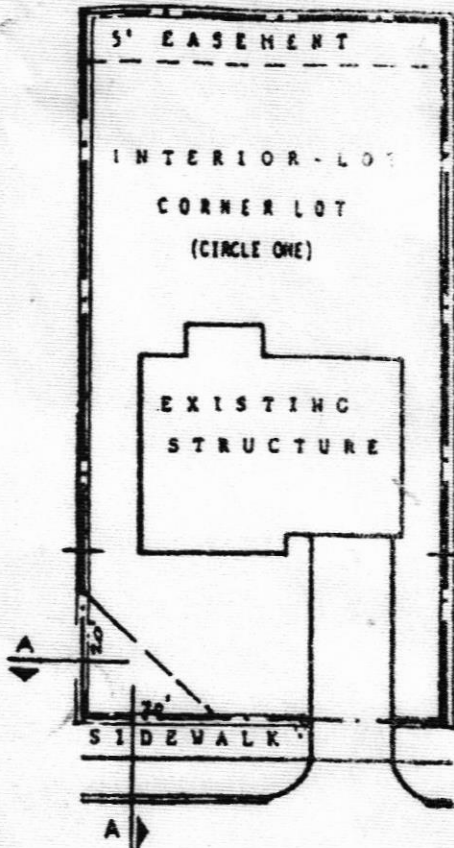
Total: \$10,680.00

Hugo Fernandez Sigala

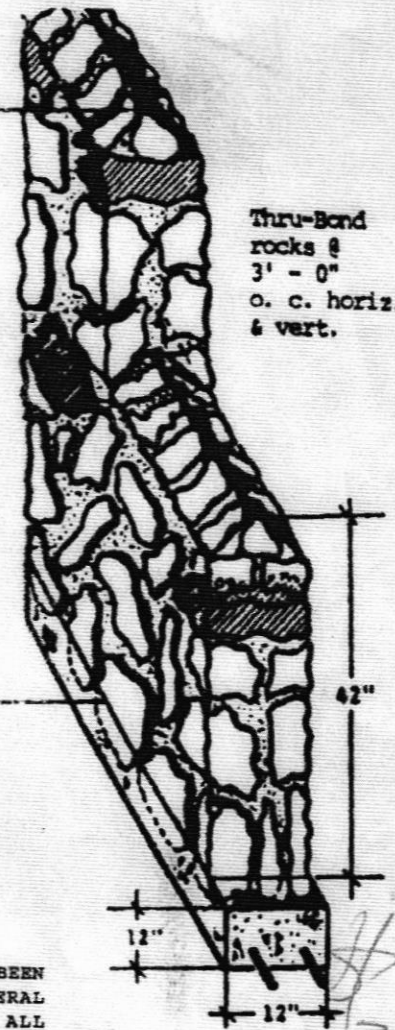
915 255 7937

CITY OF EL PASO

BLD03-07841



6' High Rock Wall



ROCK WALLS IN FRONT OF FRONT FACE OF BUILDING LIMITED TO 42 INCHES EXCEPT 36 INCHES IF WITHIN 20 FT. OF STREET INTERSECTION.

THESE PLANS HAVE BEEN REVIEWED FOR GENERAL CONFORMITY WITH ALL PERTINENT CODES AND ORDINANCES.

Job Address 1121 Terracette
 Lot 30431 Blk 7 Addn SUNSET APTS.
 Owner Ricardo Faria
 Address 1121 Terracette
 Contractor Home owner
 Address _____
 Use (Proposed Exits) _____

REVIEWED

City Plan Checker

Date 7-9-03

ROCK WALL SECTION

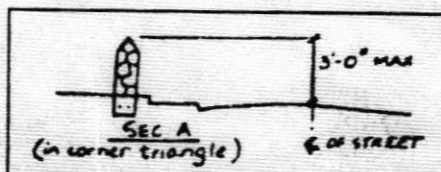
Native stone masonry fences and yardwalls must comply with S.B.C. 1415.3 including:

1. Foundation concrete strength 2,500 p.s.i. min.
2. Mortar strength 750 p.s.i. min.
3. Provide thru-bond rocks @ 3' - 0" o.c. horiz. & vert.
4. Minimum 2-No. 4 reinforcing bars & footings.

ZONING SECTION

These plans have been examined for conformance to the use, yard and area requirements of the Zoning Ordinance of the City of El Paso.

Date 7-9-03 By _____



File Number:

AR 03101



PLANNING, RESEARCH & DEVELOPMENT DEPARTMENT
HISTORIC PRESERVATION ADMINISTRATIVE REVIEW



DATE: 07/09/03

COMMENTS: APPROVED FOR

WORK AS DESCRIBED

BELOW ONLY.

Subject to all City Codes and Ordinances

PLEASE TYPE OR PRINT:

1. PROPERTY OWNER(S): Ricardo Toria
ADDRESS: 1121 Terrace Ct ZIP CODE: 79902 PHONE: ()
2. APPLICANT(S): RICARDO TORIA
ADDRESS: 1121 TERRACE CT. ZIP CODE: 79902 PHONE: (915) 241-6813
3. LEGAL DESCRIPTION: Lot 30+31 BLK 7 addn. Sunset Hts.
4. STREET ADDRESS OR LOCATION OF PROPERTY: 1121 Terrace Ct.
5. CITY REPRESENTATIVE DISTRICT #: 8 HISTORIC DISTRICT: SUNSET HEIGHTS
6. PROPOSED SCOPE OF WORK (Check all that apply):

<input type="checkbox"/> Landscaping	<input type="checkbox"/> Accessibility	<input type="checkbox"/> Doors	<input type="checkbox"/> Swimming Pools	<input type="checkbox"/> Routine Maintenance
<input checked="" type="checkbox"/> Fencing	<input type="checkbox"/> Skylights	<input type="checkbox"/> Driveways & Walkways	<input type="checkbox"/> Windows	
<input type="checkbox"/> Security Grills	<input type="checkbox"/> Signs	<input type="checkbox"/> Parkways	<input type="checkbox"/> Color	
7. DETAILED DESCRIPTION OF PROPOSED WORK (Describe building materials to be used; design type; design elements, i.e. windows, doors, roof, proposed colors; etc. Attach additional page if necessary):
Raise up wall four feet. Rear West wall
- WALL TO BE MADE OF ROCK NOT TO EXCEED 6 FEET IN HEIGHT.
8. SIGNATURE(S) OF OWNER(S) OF RECORD FOR THE ABOVE DESCRIBED PROPERTY: [Signature] Date: _____
9. SIGNATURE(S) OF REPRESENTATIVE(S) FOR THE ABOVE DESCRIBED PROPERTY: [Signature] Date: Jun, 4, 03
- RECEIVED BY: [Signature] Date: 02/09/03

Note: If recent photographs of the subject property are not on file, the applicant(s) may be required to provide them. A separate permit(s) through the Building Services Department may be required for this request and is subject to all City Codes and Ordinances.



BUILDING PERMIT

PERMIT NO.: **BLD05-00588**

ISSUED: **1/25/2005**

APPLIED: **1/25/2005**

EXPIRES: **7/25/2005**



SITE ADDRESS: **1121 TERRACE**

ASSESSOR'S PARCEL NO.: **S97999900703300**

PROJECT DESCRIPTION: **Replace windows; Historic Review Board # 05010**

OWNER/APPLICANT	CONTRACTOR
FERIA, RICARDO SR % BRAND, ANN S 337 S MARINA ST	HOMEOWNER

TYPE OF WORK: Alt/Add to Residential

TYPE OF USE: Residential

CENSUS CAT.: Add/Alt - Residential

ZONING:

OCCUPANCY GROUPS:

1 2
3 4

CONSTRUCTION TYPE:

1 2
3 4

AREA

LOT:

sf

1ST FLR:

sf

2ND FLR:

sf

GAR/CARPORT:

sf

BASEMENT:

sf

OTHER:

sf

NUMBER OF UNITS:

STORIES:

BUILDING HEIGHT:

ft

VALUE: **\$1,800.00**

REQUIRED SETBACK:

FRONT: ft

SIDE 1: ft

SIDE 2: ft

REAR: ft

REQUIRED PARKING:

TOTAL PARKING:

HANDICAPPED:

*** NOTICE ***

1. This permit is issued in accordance with the provisions of Chapter 18.02 of the Municipal Code and the applicant, in accepting it, obligates himself to comply fully with all the provisions of the Municipal Code and other applicable codes and ordinances insofar as they affect this permit including, but not limited to, calling for all required inspections.

2. This building permit or a copy thereof shall be kept on the site of work until completion of the project.

Fees			
Type	By	Date	Amount
PRMT	MSG	1/25/2005	60.00
Total:			60.00

I hereby acknowledge that I have read this permit and state that the above information is correct, and agree to comply with all City, State and Federal Laws regulating activities covered by this permit.

Issued by

Contractor's, Owner's or Agent's Signature

A Minimum 24 Hour Notice Is Required For All Inspections

1. Original 2. Customer 3. Cashier 4. Office

541-4600 or 541-4700



CITY OF EL PASO - DEPARTMENT OF BUILDING SERVICES
WRITTEN BUILDING PERMIT APPLICATION

COMMERCIAL ☐

RESIDENTIAL ☒

BLD05-00588

APPLICANT MUST COMPLETE ALL NUMBERED SPACES IN A LEGIBLE MANNER - INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

1. JOB ADDRESS: 1121 TERRACE CT. SPACE: _____

2. LEGAL DESCR.: LOT: 2431 BLOCK: 7 ADDITION: General Height

3. BUSINESS NAME/FACILITY NAME (COMM. PROJECTS ONLY): _____

4. OWNER: RICARDO FERIA OWNER'S PHONE #: 915-276-6137

5. OWNER'S ADDRESS: _____ ZIP CODE: _____

6. CONTRACTOR: H.O.

7. PREVIOUS USE OF BUILDING: _____

8. PROPOSED USE OF BUILDING: _____

9. TYPE OF WORK: ☐ NEW ☐ ADDITION ☐ ALTERATION/REMODELING
☐ REPAIR ☐ OTHER _____

*** ZONING APPROVAL ***
ZONE: R4H
CONDITIONS: _____
ZONING SECTION
APPROVED: [Signature]

10. DETAILED DESCRIPTION OF WORK: REMOVE EXISTING WINDOWS

& REPLACE W/ NEW WINDOWS (No Structural)

11. VALUATION OF WORK: \$ 1,500

12. CERTIFICATION: I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other State, Federal or Local law regulating construction or the performance of construction.

NOTES: 1. Separate permits are required for Electrical, Plumbing, Gas, Fire Protection, Heating or Mechanical Work.
2. Homeowners must provide an Advanced Electrical Number prior to the issuance of a building permit which includes electrical work.

NAME AND SIGNATURE OF CONTRACTOR, HOMEOWNER OR AUTHORIZED AGENT [Signature] DATE JAN-25-05

FOR PLAN REVIEWERS USE ONLY

- ☐ CHANGE OF OCCUPANCY/USE FROM _____ TO _____
☐ MINOR INTERIOR REMODELING/TENANT IMPROVEMENT ☐ EXTERIOR VENEER WORK
☐ ADDITION OF ACCESSORY BUILDING/STRUCTURE ☐ ADDITIONAL OF RESIDENTIAL LIVING AREA
☐ CHANGE OF ROOF SLOPE/ROOF FRAMING ☐ SWIMMING POOL/JACUZZI/HOT TUB
☐ RETAINING WALL ☐ RENTAL OF R.O.W. ☐ PLACEMENT OF RESIDENTIAL MOBILE HOME
☐ TENT PERMIT ☐ TEMPORARY FOOD PERMIT ☐ INTERIOR DEMOLITION
☐ TEMPORARY PLACEMENT OF PORTABLE BUILDING ☒ OTHER: Window replacement

PERMIT TYPE: AC AR FO TN TF AM ID RW SW PK TP MH
REPORT CODE: 112 434 437 438 329 MS
SQUARE FOOTAGE OF ADDITION: _____ VALUATION: \$ 1,500 FEE: \$ 60

ATTACHMENTS: ☐ SITE PLAN (REQUIRED) ☐ PLANS, DETAILS & NOTES ☐ ASBESTOS SURVEY

APPROVED BY [Signature] DATE 1/25/05

File Number:

AR 05010



PLANNING, RESEARCH & DEVELOPMENT DEPARTMENT
HISTORIC PRESERVATION ADMINISTRATIVE REVIEW



DATE: 1/25/05

COMMENTS: as

below

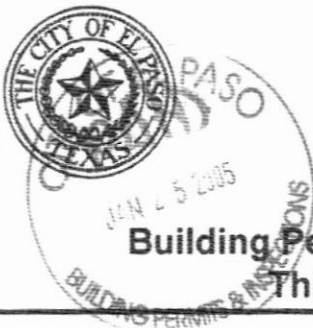
Subject to all City Codes and Ordinances

PLEASE TYPE OR PRINT:

1. PROPERTY OWNER(S): RICHARD FERIA
ADDRESS: 1121 TERRACE CT ZIP CODE: 79902 PHONE: (915) 276-6137
2. APPLICANT(S): _____
ADDRESS: _____ ZIP CODE: _____ PHONE: () _____
3. LEGAL DESCRIPTION: 30731 SUNSET HEIGHTS BLOCK 7
4. PROPERTY IDENTIFICATION NUMBER: _____ PRESENT ZONING: R-4/11
STREET ADDRESS OR LOCATION OF PROPERTY: _____
6. CITY REPRESENTATIVE DISTRICT #: 2 HISTORIC DISTRICT: SUNSET HEIGHTS
7. PROPOSED SCOPE OF WORK (Check all that apply):

<input type="checkbox"/> Landscaping	<input type="checkbox"/> Accessibility	<input type="checkbox"/> Doors	<input type="checkbox"/> Swimming Pools	<input type="checkbox"/> Routine Maintenance
<input type="checkbox"/> Fencing	<input type="checkbox"/> Skylights	<input type="checkbox"/> Driveways & Walkways	<input checked="" type="checkbox"/> Windows	
<input type="checkbox"/> Security Grills	<input type="checkbox"/> Signs	<input type="checkbox"/> Parkways	<input type="checkbox"/> Color (with sample & photo)	
8. DETAILED DESCRIPTION OF PROPOSED WORK (Describe building materials to be used, design type, design elements, i.e. windows, doors, roof, proposed colors [submit sample]; etc. Attach additional page if necessary):
replace windows with new matching existing
9. SIGNATURE(S) OF OWNER(S) OF RECORD FOR THE ABOVE DESCRIBED PROPERTY: _____ Date: JAN-25-05
10. SIGNATURE(S) OF REPRESENTATIVE(S) FOR THE ABOVE DESCRIBED PROPERTY: _____ Date: _____
11. RECEIVED BY: _____ Date: _____

Note: Recent, dated photographs of the subject property are required. A separate permit(s) through the Building Permits & Inspections Department may be required for this request and is subject to all City Codes and Ordinances.



Building Permits & Inspections Department Residential / Swimming Pool Permit Inspection Record

Building Permits & Inspections Department Approved Plans and
This Card Must Be on the Job During Inspection

Job Address No. 1121 Terrace Contractor F.I.O.
Building Permit No. BLD05-00588 Date 1-25-05
Swimming Pool Permit No. _____ Date _____
Plumbing Permit No. _____ Date _____
Electrical Permit No. _____ Date _____
HVAC Permit No. _____ Date _____
Work Authorized Replace all windows Valuation \$ 1800.00
Type of Work: New _____ Addition _____ T.I. ✓ Other: _____

Underslab Rough-In _____ Slab Electrical _____
Plumbing Rough _____ Slab _____ Footing _____
Underslab HVAC _____ Monolithic _____
Sewer Tap to Curb _____ Sewer _____
Approved to Pour Sidewalks _____ FINAL _____
Approved to Pour Driveways _____ FINAL _____
Approved to Pour Drainage Structures _____ FINAL _____

DO NOT PLACE CONCRETE UNTIL ABOVE IS APPROVED

HVAC Rough-In _____ Plumbing Top Out _____
Electrical Rough-In _____ Structural Framing _____

DO NOT COVER WORK UNTIL ABOVE IS APPROVED

SWIMMING POOL

Plumbing Rough _____ Pool Steel _____
Electrical Ground _____ ELECTRICAL FINAL _____
Plumbing Final _____ POOL FINAL _____

GAS SEAL _____ ELECTRICAL SEAL _____
PLUMBING FINAL _____ ELECTRICAL FINAL _____
HVAC FINAL _____ BUILDING FINAL _____

DO NOT OCCUPY BUILDING WITHOUT CERTIFICATE OF OCCUPANCY

FOR INSPECTIONS, CALL BETWEEN 8:00 A.M. AND 5:00 P.M., FOR NEXT DAY INSPECTIONS

RESIDENTIAL INSPECTION

541-4600

NR-AR-SW-FO

[illegible]

Window World

Window World of Southwest Texas

4800 N. Mesa • El Paso, TX 79912

Phone: (915) 533-8227 • Fax: (915) 533-6618

08-23-2022



Customer:

Ricardo Feria

Phone (h) _____

Install Address:

1121 Terrace Ct. 79902

Phone (w) _____

Bill Address:

E-mail _____

Window World Estimate

Number of Windows 27

Number of Doors _____

Total Amount 19,230.00

Deposit 1/2 Down other 1/2 day of installation -9615.00

Check, Credit Card, Debit card or Cash

Financing Option with Wells Fargo

Minimum 10 % Down

15 Months with Zero interest

60 Months with 7.99% Interest

~~6~~ 8 Week Lead Time after final measure
15-16

Made in the USA , Energy Star, Limited Lifetime Warranty

Only Window Company in El Paso with Quality Tested Good Housekeeping Seal on Windows

Best of Border 2014/2015

JD Powers and Associates for highest in Customer Satisfaction 2013,2014,2016,2019

Window World Sales

Alex Reid

915-494-5084 dalexreid1987@gmail.com

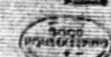
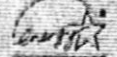
Window World

Window World of Southwest Texas
4800 N. Mesa • El Paso, TX 79912
Phone: (915) 533-8227 • Fax: (915) 533-6818

08-23-2022



Window World CARES



Customer: Ricardo Feria

Phone (h)

Install Address: 1121 Terrazas Ct. 79902

Phone (w)

Bill Address:

E-mail

WINDOW WORLD WINDOW PACKAGES

(Window max single hung / double hung 48x72 or 2-Lite 60x60 Package includes SolarZone Elite, OS glass, 1/2 screen, foam on jambs and head)

3000 Series Single Hung	\$409
3000 Series 2-Lite Single Slider	\$432
26 4000 Series Double Hung	\$432 11,332
1 4000 Series 2-Lite Slider	\$453 453

WINDOW WORLD WINDOWS

(All Windows include SolarZone Elite)

4000 Series Picture / Fixed	\$510
4000 Series 3-Lite (12 1/2 x 13) (14 1/2 x 14)	\$678
3000 Series 3-Lite Slider (12 1/2 x 13) (14 1/2 x 14)	\$658
3000 Series Picture / Fixed	\$499
3000 Series Rounded Top SH	\$945
3 Windows Over 120 U.I.	\$110 370
Casement (Not Egress)	\$510
Specialty Window	\$
Almond / Desert Clay	\$55
Bronze / Black / Silver Exterior	\$336

Window Color White / White
Inside Outside

VINYL SLIDING DOOR

Series Standard Size (Y/N) Specific Standard Size
Frame/Rail Style (circle) (3", 5", French, Narrow-Frame)
Stucco Protect Flush Fin (Y/N) 3-sides 4-sides
Specified Operating Panel as seen from the outside
(X=Operating): <X> <OX> other
Interior Color: Exterior Color:
Custom Interior Handle (Y/N) finish
SolarZone Elite (Y/N) SolarZone Sun Shield (Y/N)
Grids (Y/N) Style Size
Kevlar Lock (Y/N) Foot Lock (Y/N)
Stainless Steel Rollers (Y/N) White inside mini blinds (Y/N)
(limited sizes available \$300 per panel) \$
Additional framing to accommodate a standard size door (Y/N)
\$250 per panel (includes materials) \$
Patio Door Interior Casing (Y/N)
(customer to provide the desired materials for installation)
Patio Door Exterior Brickmold (Y/N)
(customer to provide the desired materials for installation)
ENTRY DOOR (S) (includes desired door and trim) \$

INSULATED WINDOW GLASS PACKS

Solar Sun Shield Upgrade	\$65
Triple Glazed TG2** (Argon Filled)	\$155

(**Series 4000 Only)

ADDITIONAL FEATURES

27 1/2 Screens	\$9 N/C
27 Foam Insulation on Jambs and Head	\$11 N/C
27 Double Strength Glass	\$15 N/C
27 Double Locks (> 26") (4000)	\$5 N/C
Full Screens	\$32
27 Colonial Grids (Contoured/Flat)	\$48 1836
Prairie Grids	\$79
Specialty Grids	\$
5 Tempered Sash	\$75 375
Tempered Other	\$
Tinted or Specialty Glass	\$
1 Obscure Glass Both Sash	\$35 85
Oral Style (40/60 or 60/40)	\$65

PRE 1978 BUILT HOMES (Federal Lead Containment Law)

19 With Custom Premium Exterior Trim	\$50 950
Without Custom Premium Exterior Trim	\$70
1 Lead Testing Fee (up to 4 windows)	\$55 55

MY HOME WAS BUILT IN THE YEAR 1904 Initial

MISCELLANEOUS

8 Second Story Labor	\$65 520
18 Custom Exterior Trim (minimum of 2 windows)	\$65 1170
Custom Coil Color <u>White</u>	\$
27 Window Removal Steel or in Stucco	\$65
Window Removal Other	\$45 1215
Stucco Protector/Flush Fin	\$55
(Designed to be trimmed for installation)	
Install Interior Stops (unpainted wood)	\$55
Install Interior Casing	\$55
(Customer must provide the materials)	
Replace Sill (pine no painting or staining)	\$105
Wood or Steel Mull Removal	\$45
Mull to Form Multi Unit	\$45
Remove Storm Window	\$35
Remove Security Bars (no reinstallation)	\$55
Other	\$



ROUND-UP FOR WINDOW WORLD CARES

St. Jude Children's Research Hospital \$

You the buyer are responsible for providing at least two feet of clear access on both sides of windows and for completely removing all blinds, brackets, shutters and other window coverings prior to installation. Initial:

You the buyer are responsible for any applicable permitting. Balance due based upon percentage of windows installed upon completion. No compensation for job delays or product errors. No painting and no repairs or painting of damages to Stucco unless stated on Contract. Initial:

Contract subject to Installation Manager Approval. Initial:

NO EXTRA WORK IF NOT IN WRITING!

19,230.00

Customer agrees to the terms of payment as follows:

Subtotal	\$ 18,221.02
Setup and Handling (per Fee (minimum \$50)	\$ 90.00
Permit	\$ \$100.00
Trip Charge	\$
Subtotal	\$
Tax (where applicable)	\$
Total Amount	\$
Custom Order Deposit 50%	\$
Balance Paid to Installer upon Completion	\$
Amount Financed	\$

You the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Notice of cancellation must be in writing postmarked no later than midnight of the following third business day.

THIS IS A CUSTOM ORDER NOT FOR RESALE!

Salesman: _____ Date: _____
This Window World® franchise is independently owned and operated by Window World of Southwest Texas, Inc. and Window World of Southwest Texas, Inc. is not responsible for the actions of its franchisees.
El Paso, TX 79902 White Copy - Original Yellow Copy - File Pink Copy - Customer Files Printing 230 65 1118



BILL TO:

SHIP TO:

Phone

Phone

Email

Fax

QUOTE #	PO #	QUOTE NAME	PROJECT	JOB NAME	CUSTOMER PO #
1615838		Ricardo Feria	Ricardo Feria		

LINE #	LINE TYPE	DESCRIPTION	QTY	NET PRICE	EXTENDED
100-1	WindowAndDoor	347	1	\$1,573.44	\$1,573.44

Frame = White, White Interior, J-Channel Frame

Sash = White

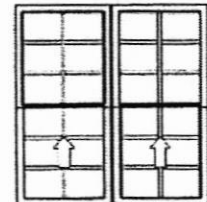
Low-E 366, Capt Tube, No Argon Gas, Standard Intercept Spacer

Applied Hdwe, Standard Lock, Hdwe = White, Coil Balance, 2-Locks

Half Screen Applied, FlexScreen, Fiberglass Mesh

No Nail Fin

Jamb = 3-1/4"



Room Location: Living Room

LINE #	LINE TYPE	DESCRIPTION	QTY	NET PRICE	EXTENDED
200-1	WindowAndDoor	347	1	\$937.88	\$937.88

Frame = White, White Interior, J-Channel Frame

Sash = White

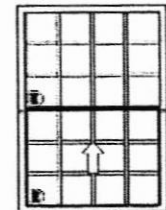
Low-E 366, Capt Tube, No Argon Gas, Standard Intercept Spacer

Applied Hdwe, Standard Lock, Hdwe = White, Coil Balance, 2-Locks

Half Screen Applied, FlexScreen, Fiberglass Mesh

No Nail Fin

Jamb = 3-1/4"



Room Location: Front Room

QUOTE #	PO #	QUOTE NAME	PROJECT	JOB NAME	CUSTOMER PO #
1615838		Ricardo Feria	Ricardo Feria		

LINE #	LINE TYPE	DESCRIPTION	QTY	NET PRICE	EXTENDED
1800-1	WindowAndDoor	347	1	\$650.52	\$650.52

Frame = White, White Interior, J-Channel Frame

Sash = White

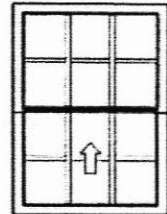
Low-E 366, Capt Tube, No Argon Gas, Standard Intercept Spacer

Applied Hdwe, Standard Lock, Hdwe = White, Coil Balance, 2-Locks

Half Screen Applied, FlexScreen, Fiberglass Mesh

No Nail Fin

Jamb = 3-1/4"



Room Location: Garage

LINE #	LINE TYPE	DESCRIPTION	QTY	NET PRICE	EXTENDED
1900-1	WindowAndDoor	347	1	\$562.98	\$562.98

Frame = White, White Interior, J-Channel Frame

Sash = White

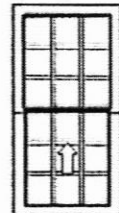
Low-E 366, Capt Tube, No Argon Gas, Standard Intercept Spacer

Applied Hdwe, Standard Lock, Hdwe = White, Coil Balance, 1-Lock

Half Screen Applied, Standard Screen, White, Fiberglass Mesh

No Nail Fin

Jamb = 3-1/4"



Room Location: Garage

BID BY	SALESPERSON
	248

Comments:

SUB-TOTAL:	\$30,283.10
LABOR:	\$7,200.00
FREIGHT:	\$0.00
SALES TAX:	\$2,498.36
TOTAL:	\$39,981.46



QUOTE

Designs that renovates your home

3525 durazno ave	79905	915-3053377
------------------	-------	-------------

QUOTE # 362
QUOTE DATE 08/23/2022

1121 terrace ct 79902 ricardo feria

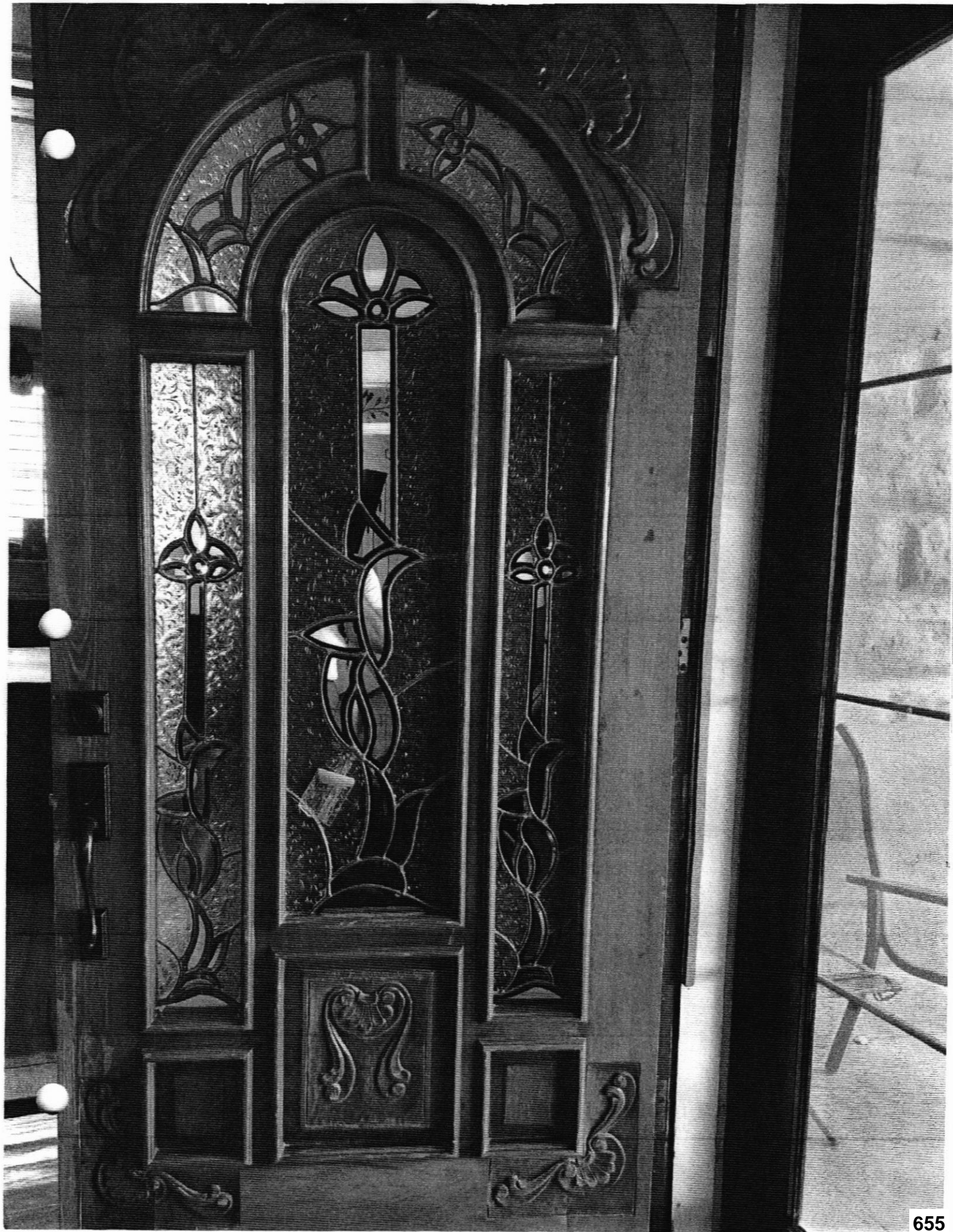
QTY	DESCRIPTION	UNIT PRICE	AMOUN
26	window double		12147
3	special solar		511
1	accessories (panel,frame,mouldings,screen...)		2670
1	support ext		1681
27	labor quit old windows		1923
27	trim,seal,level..		1702
1	general installation		2381

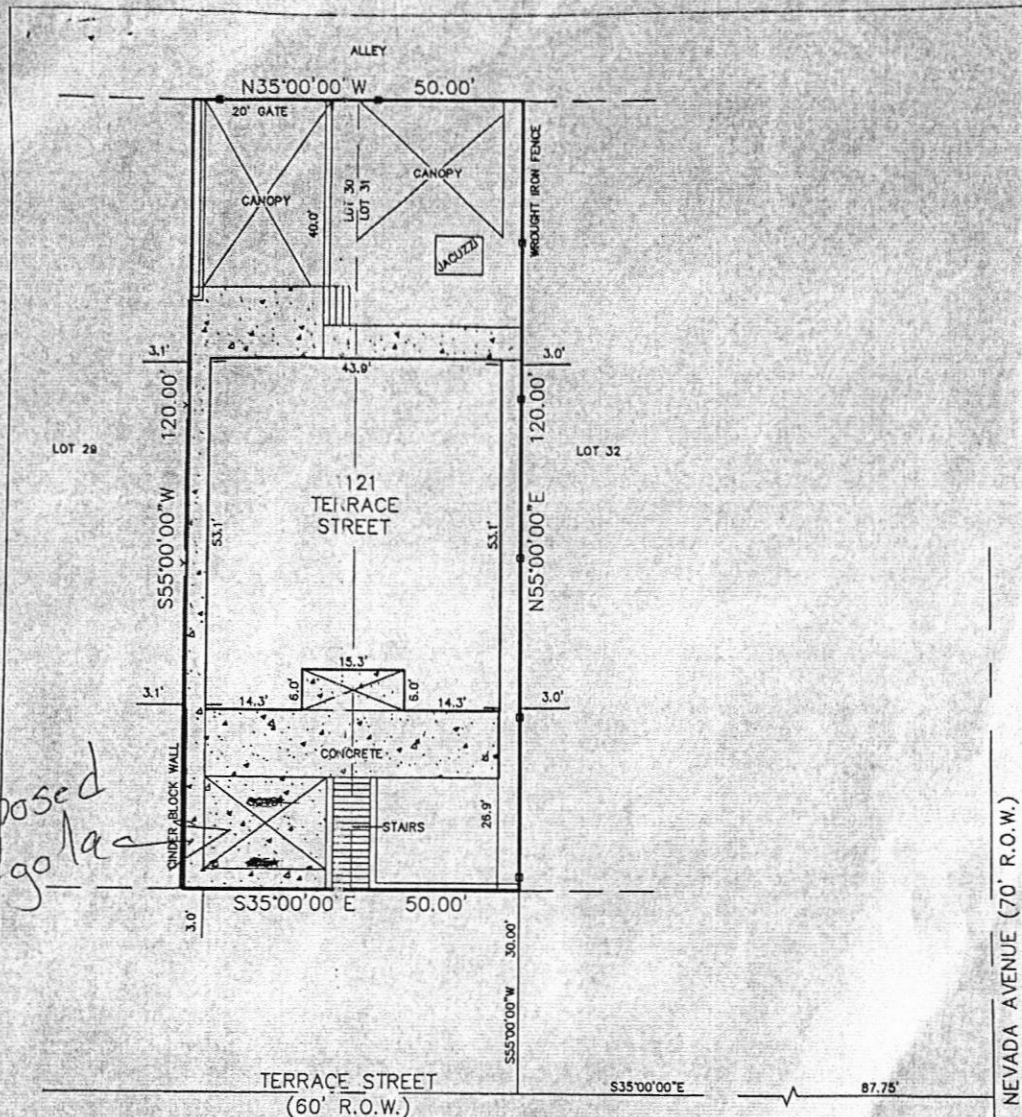
Total Price: 23015

includes installation
Finish
sealed

TERMS & CONDITIONS

Quote is valid for 15 days
Permission is the responsibility of owner or extra cost applies
Does not apply to modify walls or add openings





PLAT OF SURVEY BEING
ALL OF LOTS 30 AND 31, BLOCK 7
SECOND REVISED MAP OF SUNSET HEIGHTS
CITY OF EL PASO, EL PASO COUNTY, TEXAS
RECORDED IN VOLUME 10, PAGE 47
EL PASO COUNTY RECORDS

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY
AND IMPROVEMENT SURVEY WAS MADE ON THE
GROUND BY ME OR UNDER MY SUPERVISION AND IS
TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

NOTE:

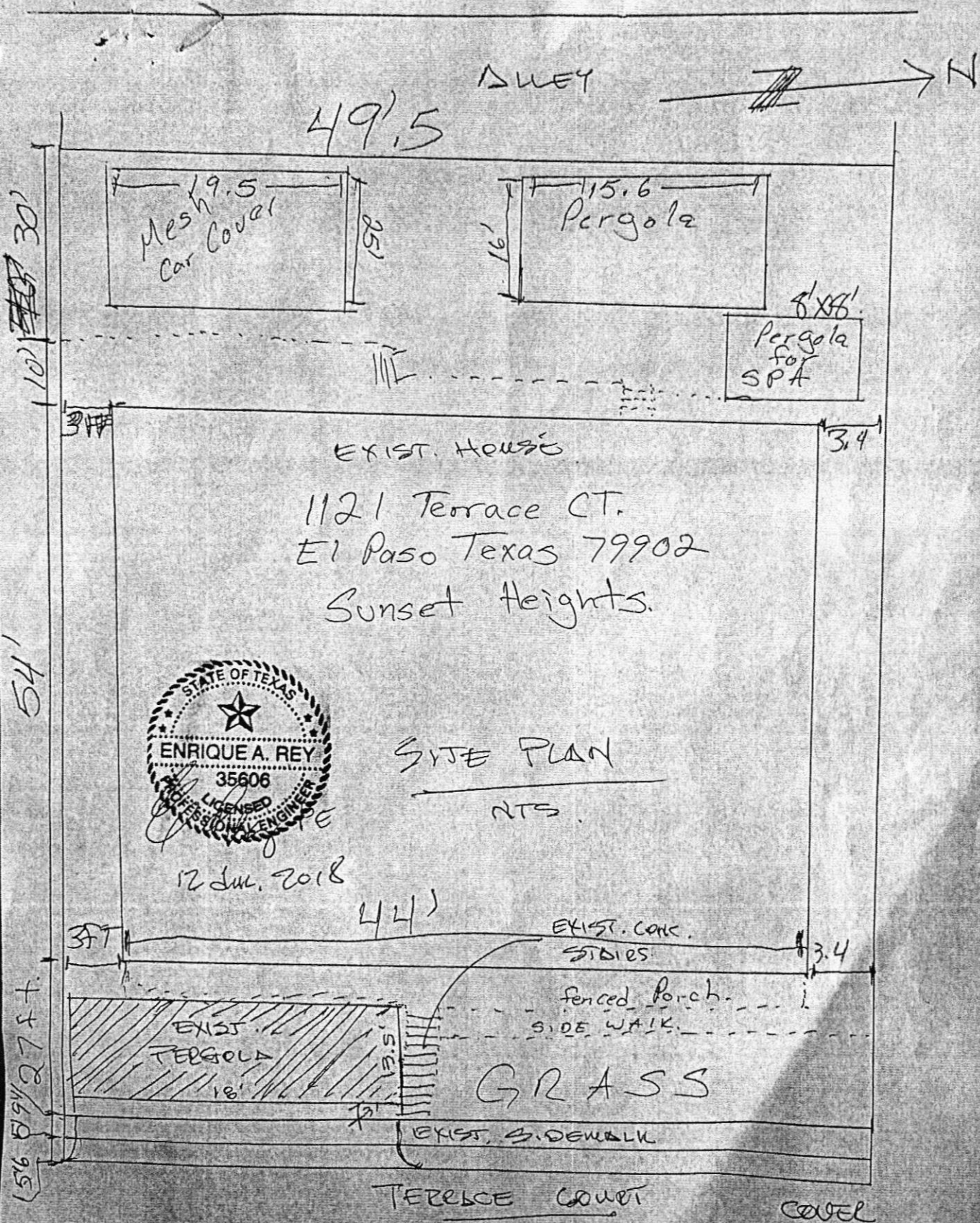
THIS PROPERTY LIES IN ZONE C, AS DESIGNATED BY THE
F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL
NO. 480214 0039B, DATED, OCTOBER 15, 1982 EL PASO
COUNTY, TEXAS

D.M.	MAY 08, 2019
JOB NO. 2019-92900	RICARDO FERIA

REY ENGINEERING INC.
CONSULTING ENGINEERING-SURVEYING-LAND PLANNING
9434 VISCOUNT DR. SUITE 148 EL PASO TEXAS, 79925
PH. (915) 309-1889 FAX (915) 633-8060
TEXAS FIRM REGISTRATION F-3368

ENRIQUE A. REY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 3505







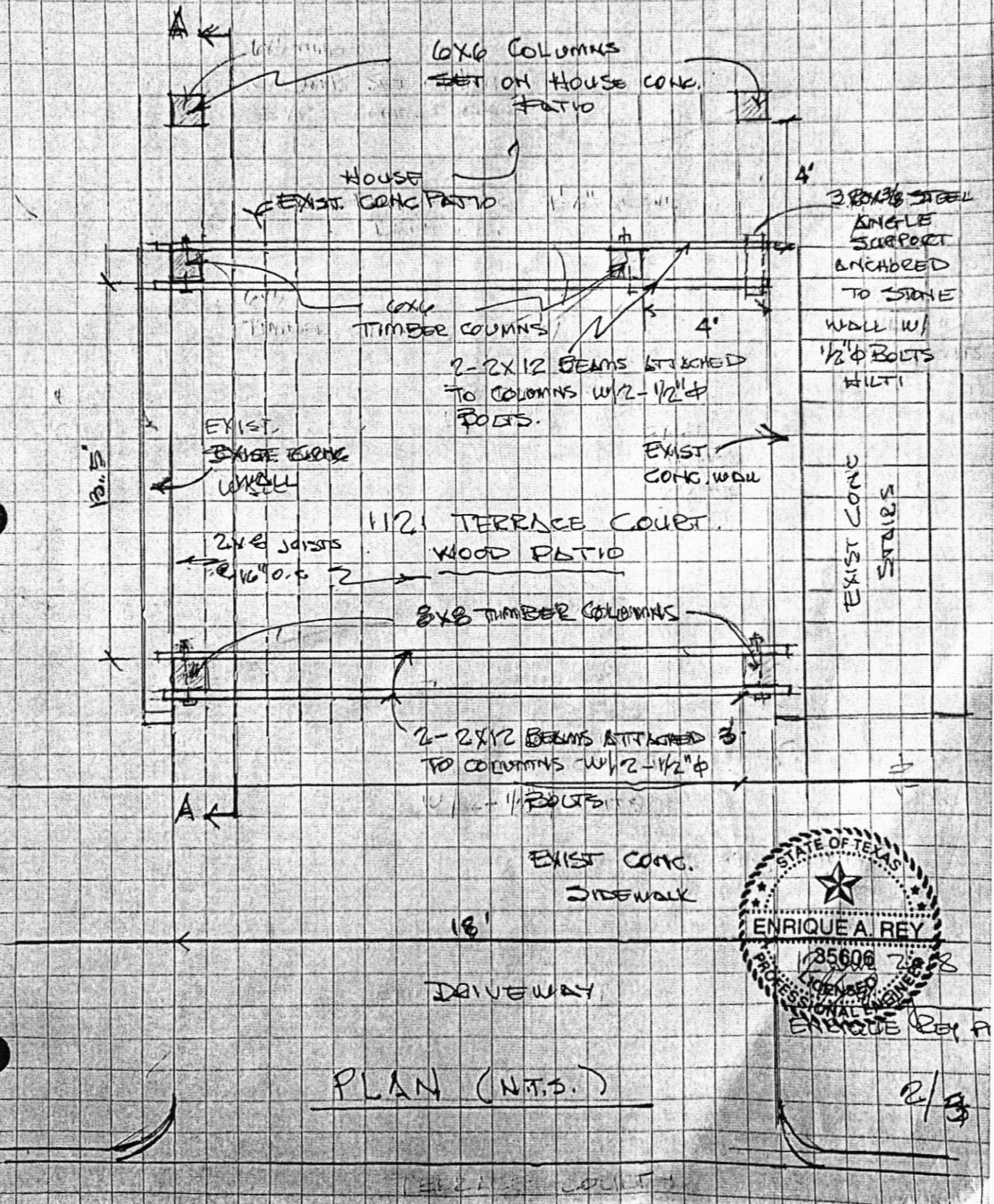
WOOD PATIO (AS-BUILT)
1124 TERRACE CT.
EL PASO, TEXAS



ENRIQUE REY P.E.
12 Jul 2018

1/3

10 JUL 2018





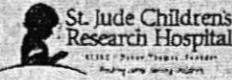


Window World of Southwest Texas

4800 N. Mesa • El Paso, TX 79912

Phone: (915) 533-8227 • Fax: (915) 533-6618

08-23-2022



Customer: Ricardo Feria Phone (h) _____
Install Address: 1121 Terrace Ct. 79902 Phone (w) _____
Bill Address: _____ E-mail _____

Window World Estimate

Number of Windows 27

Number of Doors _____

Total Amount 19,230.00

Deposit 1/2 Down other 1/2 day of installation -9615.00

Check, Credit Card, Debit card or Cash

Financing Option with Wells Fargo

Minimum 10 % Down

15 Months with Zero interest

60 Months with 7.99% Interest

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15-16

Made in the USA , Energy Star, Limited Lifetime Warranty

Only Window Company in El Paso with Quality Tested Good Houskeeping Seal on Windows

Best of Border 2014/2015

JD Powers and Associates for highest in Customer Satisfaction 2013,2014,2016,2019

Window World Sales

Alex Reid

915-494-5084 dalexreid1987@gmail.com



E-mail

662



BILL TO:

SHIP TO:

Phone
Email

Phone
Fax

QUOTE #	PO #	QUOTE NAME	PROJECT	JOB NAME	CUSTOMER PO #
1615838		Ricardo Feria	Ricardo Feria		

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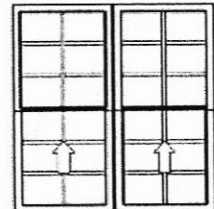
Low-E 366, Capt Tube, No Argon Gas, Standard Intercept Spacer

Applied Hdwe, Standard Lock, Hdwe = White, Coil Balance, 2-Locks

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No Nail Fin

Jamb = 3-1/4"



Room Location: Living Room

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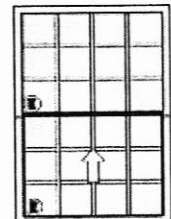
Low-E 366, Capt Tube, No Argon Gas, Standard Intercept Spacer

Applied Hdwe, Standard Lock, Hdwe = White, Coil Balance, 2-Locks

Half Screen Applied, FlexScreen, Fiberglass Mesh

No Nail Fin

Jamb = 3-1/4"



Room Location: Front Room

QUOTE #	PO #	QUOTE NAME	PROJECT	JOB NAME	CUSTOMER PO #
1615838		Ricardo Feria	Ricardo Feria		

LINE #	LINE TYPE	DESCRIPTION	QTY	NET PRICE	EXTENDED
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Sash = White

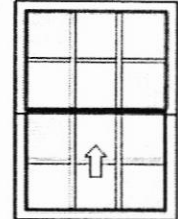
Low-E 366, Capt Tube, No Argon Gas, Standard Intercept Spacer

Applied Hdwe, Standard Lock, Hdwe = White, Coil Balance, 2-Locks

Half Screen Applied, FlexScreen, Fiberglass Mesh

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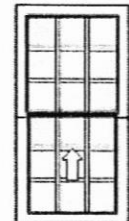
Low-E 366, Capt Tube, No Argon Gas, Standard Intercept Spacer

Applied Hdwe, Standard Lock, Hdwe = White, Coil Balance, 1-Lock

Half Screen Applied, Standard Screen, White, Fiberglass Mesh

No Nail Fin

Jamb = 3-1/4"



Room Location: Garage

BID BY	SALESPERSON
	248

Comments:

SUB-TOTAL:	\$30,283.10
LABOR:	\$7,200.00
FREIGHT:	\$0.00
SALES TAX:	\$2,498.36
TOTAL:	\$39,981.46



QUOTE

Designs that renovates your home

3525 durazno ave	79905	915-3053377
------------------	-------	-------------

QUOTE # 362
QUOTE DATE 08/23/2022

1121 terrace ct 79902 ricardo feria

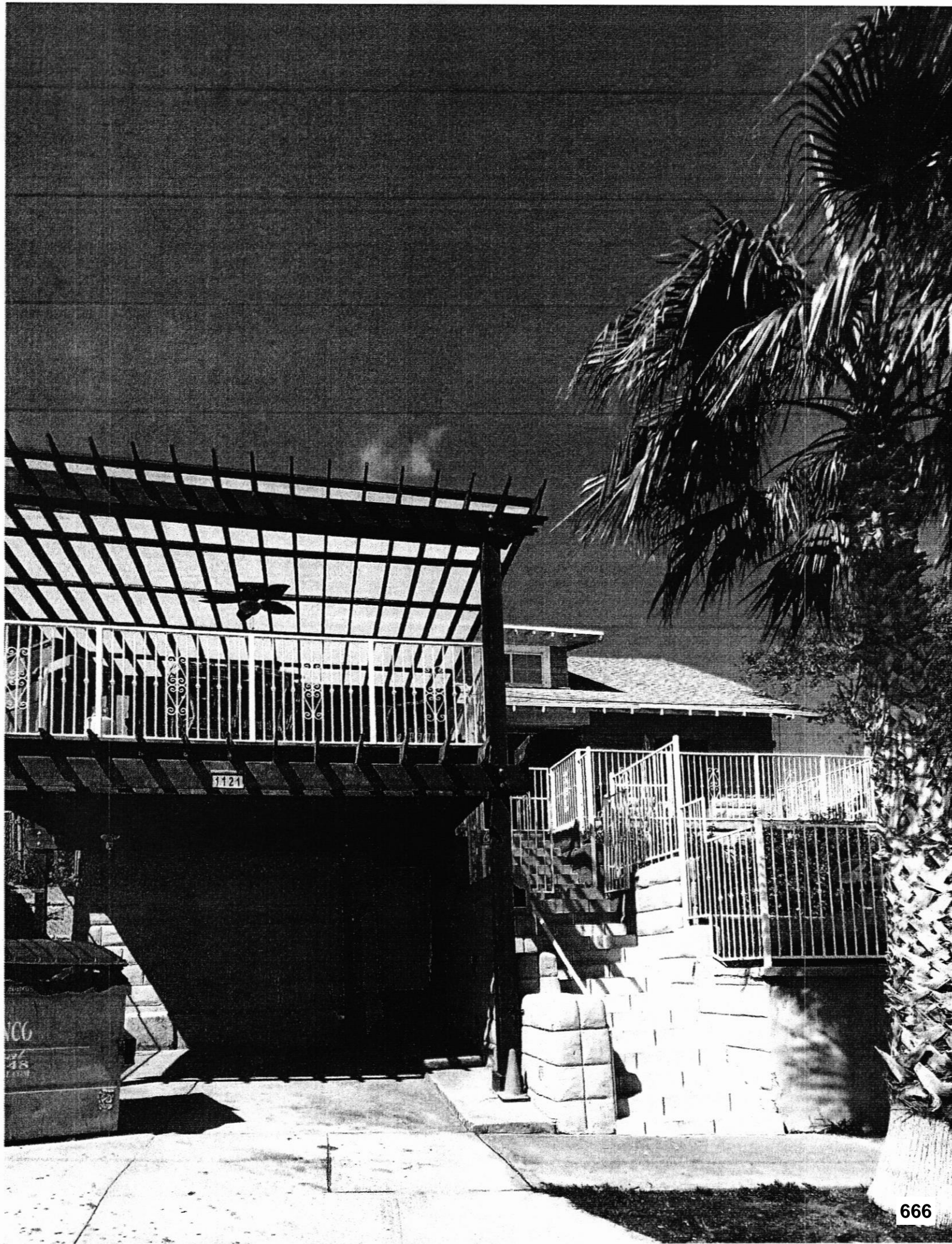
QTY	DESCRIPTION	UNIT PRICE	AMOUN
26	window double		12147
3	special solar		511
1	accessories (panel,frame,mouldings,screen...)		2670
1	support ext		1681
27	labor quit old windows		1923
27	trim,seal,level...		1702
1	general installation		2381

Total Price: 23015

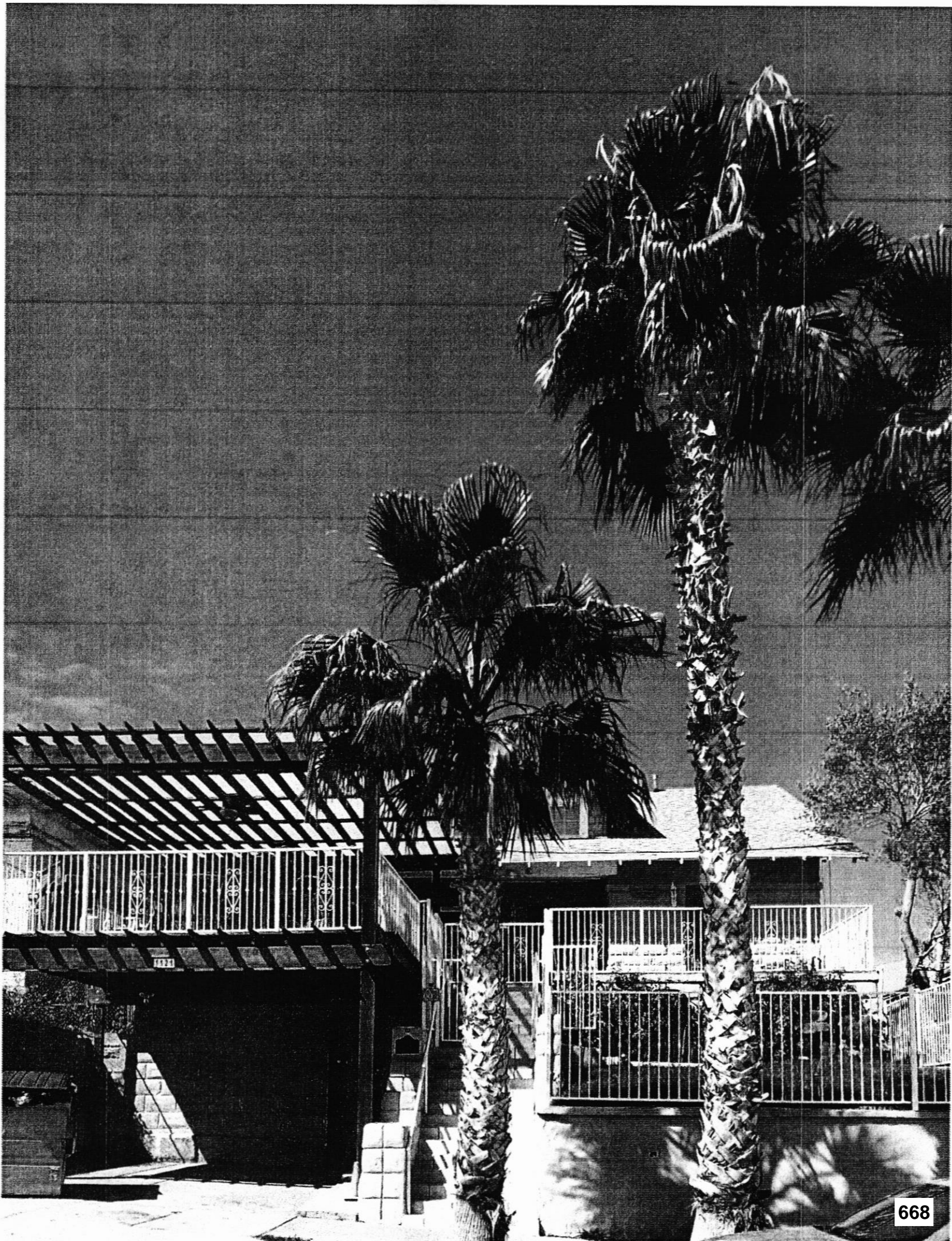
includes installation
Finish
sealed

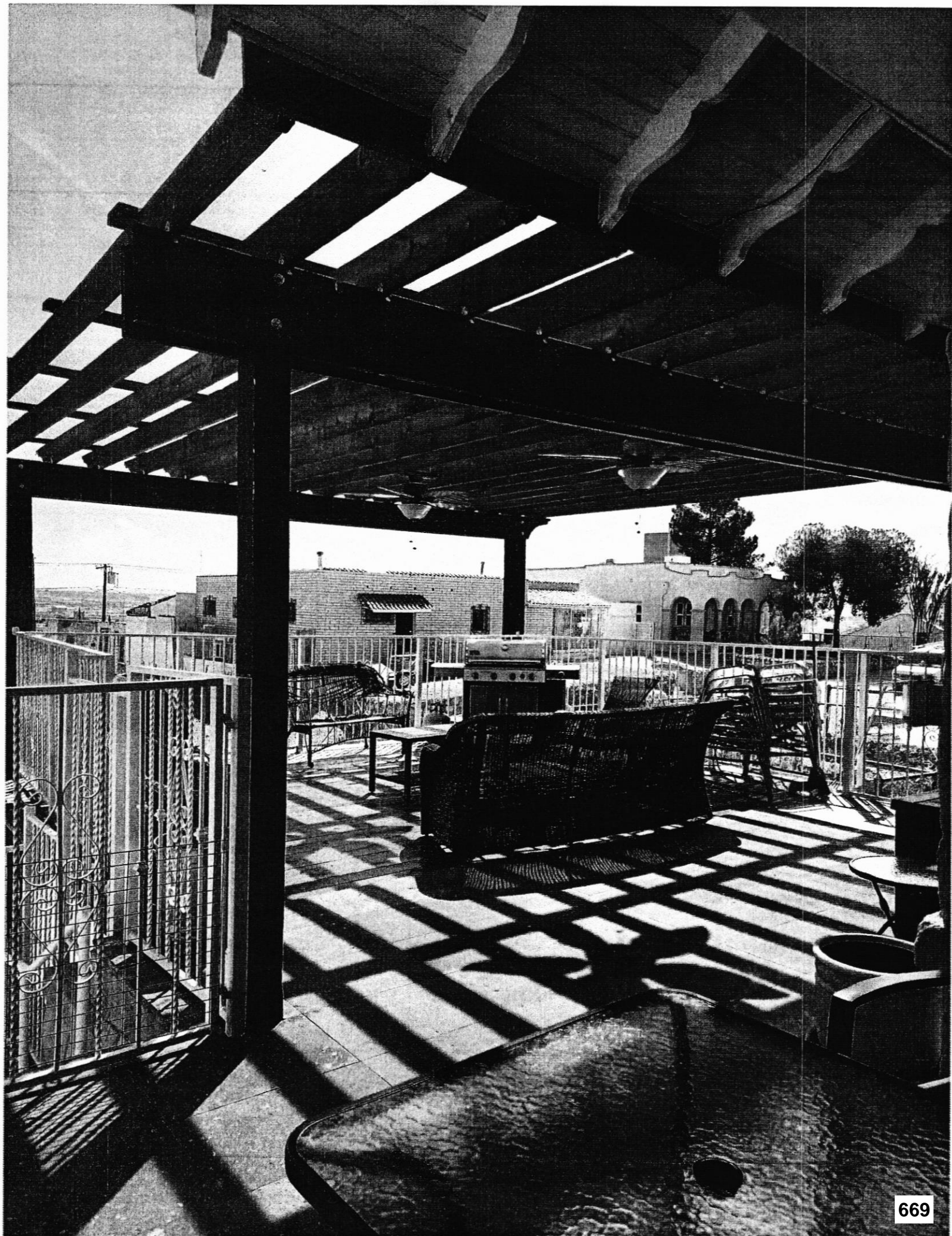
TERMS & CONDITIONS

Quote is valid for 15 days
Permission is the responsibility of owner or extra cost applies
Does not apply to modify walls or add openings

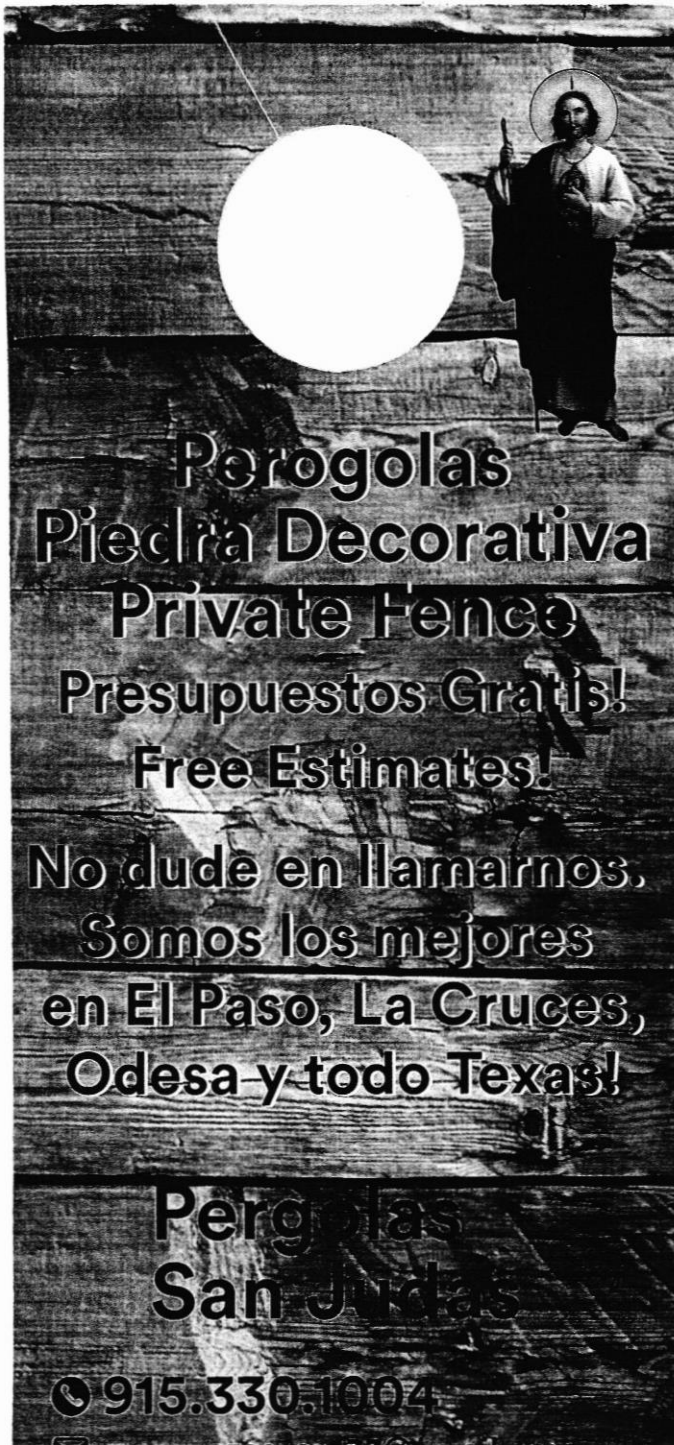








Estimado Sobre Remover 2 pergolas
de 15X17 el cobro seria por Kitar
las Pergolas \$ 4800 por remover
estructura y yevarse todo el
material al domicilio indicado.
Para Mayor Inf. Se puede
Comunicar al 915-330-1004



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Muros
Pergolas
Piedra Decorativa
915.330.1004
marquezcésar433@gmail.com
El Paso, TX 79930
Presupuestos gratis
Free Estimates

ESTIMATE



Prepared For

Ricardo Feria
1121 Terrace ct 79902
El Paso, Tx
(915) 273-2074

Sun City Pergolas & Canopies

13771 Arango Suite 105
El Paso, Texas 79928
Phone: (915) 253-6488
Web: www.suncitypergolasandcanopies.com

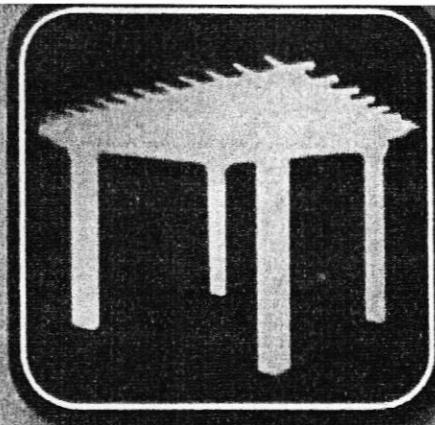
Estimate # 233

Date 08/25/2022

Description	Total
Demolish of 2 pergola with balcony	\$4,000.00

Subtotal	\$4,000.00
Tax	\$330.00
Total	\$4,330.00

Ricardo Feria



Stenner
Custom
Pergolas



SAMUEL STENNER
915.691.8728

ELPASOPERGOLAS.COM

Free ESTIMATE

SIZE: N/A POST: N/A
PPL BEAM: _____ BEAM: _____
TOTAL: _____ SUNSCREEN: _____
CONCRETE BASE: _____ ☐ ATTACHED: YES ☐ NO ☐

RICARDO FERIA PERGOLA & DECK REMOVAL
1121 TERRACE CT EL PASO TX 79902

08/15/22

PERGOLA REMOVAL \$3,500
DECK REMOVAL \$3,750

\$7,250



Stenner
Custom
Pergolas

VALID UNTIL NOV 2022

CHARGE: \$7,250

HF Welding and Iron Works

134 s. Glenwood

El Paso TX 79905

August 26,2022.

Estimate for work to be done at the house located at
1121 Terrace Ct:

- New wrought Iron fence in front of the house.
- Fence will be the exact same design as existing.
- Fence will be 3' high
- Removal and disposal of existing fence

The total price includes all labor and materials.

Total: \$10,680.00

Hugo Fernandez Sigala

915 255 7937



Legislation Text

File #: 22-1159, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

City Manager's Office, 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. 2 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: September 13, 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. 2 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

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

DEPARTMENT HEAD:



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

PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER 30, 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 INCLUDING THE ALTERNATIVE MINIMUM TAX ON CERTAIN CORPORATIONS.

THE DISTRICT EXPECTS TO DESIGNATE THE BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS

NEW ISSUE - Book Entry Only

\$2,750,000
PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 2
(A political subdivision of the State of Texas located within El Paso County)
UNLIMITED TAX BONDS, SERIES 2022

Insurance: Applied For
see "BOND INSURANCE" and "SALE
AND DISTRIBUTION OF THE BONDS
- Municipal Bond Rating and Municipal
Bond Insurance."

Dated: November 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 November 15, 2022), and is payable on August 15, 2023 and on each February 15 and August 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	Principal	Interest	Initial	CUSIP	Due	Principal	Interest	Initial	CUSIP
Aug. 15	Amount ^(a)	Rate	Reoffering	Number ^(d)	Aug. 15	Amount ^(a)	Rate	Reoffering	Number ^(d)
			Yield ^(b)					Yield ^(b)	
2024	\$ 60,000				2036	\$ 110,000			
2025	65,000				2037	115,000			
2026	70,000				2038	125,000			
2027	70,000				2039	130,000			
2028	75,000				2040	135,000			
2029	80,000				2041	140,000			
2030	85,000				2042	150,000			
2031	85,000				2043	155,000			
2032	90,000				2044	165,000			
2033	95,000				2045	175,000			
2034	100,000				2046	180,000			
2035	105,000				2047	190,000			

- (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, 2022 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, 2022, 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. The Bonds may also be subject to mandatory sinking fund redemption if the Initial Purchaser designates one or more maturities as term bonds. 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. 2 (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 November 15, 2022.

BIDS DUE: October 13, 2022 at 8:00 A.M., Mountain Daylight Time in El Paso, Texas
BID AWARD: October 13, 2022 at 1:00 P.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. 2 (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 \$2,750,000 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 November 15, 2022), and is payable on August 15, 2023, and on each February 15 and August 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, 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 previously issued five series of unlimited tax bonds, including one series of unlimited tax refunding bonds, of which, four series in an aggregate of \$5,110,000 will remain outstanding as of August 16, 2022 (the “Outstanding Bonds”). The District has never defaulted in payments of principal of or interest on its unlimited tax debt.
<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>Municipal Bond Insurance</i>	An application has been made to municipal bond insurance companies for the qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option and expense of the Initial Purchaser (as defined herein).
<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.

Risk FactorsThe 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

Description.....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 May 15, 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 380 acres of land located in the east 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 just east of Loop 375 and is approximately one mile from the intersection of Interstate Highway 10, the major freeway through El Paso, Texas, and Eastlake Boulevard. From the intersection of I-10 and Eastlake Boulevard proceed northwest along Eastlake Boulevard approximately 1.4 miles to the intersection with Mission Ridge Boulevard. Proceed north along Mission Ridge Boulevard approximately .5 mile to the District’s southern boundary. The District lies totally within the exclusive extraterritorial jurisdiction of the City.

Master District ContractThe 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. 3, 4, 5, 6, 7, 8, 9, 10 and 11 (those ten districts and Paseo del Este Municipal Utility District No. 1 (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.

Status of Development.....The District is being developed primarily for single family residential purposes, and is 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&G/Sunrise Joint Venture (“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 July 31, 2022, approximately 8,850 single family residential lots have been developed within Paseo del Este, and approximately 7,842 homes are completed or are in various stages of construction in Paseo del Este, including approximately 737 lots and 629 homes within the District.

The development within the District includes the Americas Estates Unit 1, Americas Estates Unit 1 Replat A and Replat B, Americas Estates Unit 2 Phase 1, Garden Park at Mission Ridge Unit 1 and Garden Park at Mission Ridge Unit Two and Garden Park at Mission Ridge Unit Three, which are single family residential subdivisions containing approximately 737 single family lots and encompassing approximately 206.7 acres. Initial development within the District also includes the Americas Estates Park Subdivision, a five acre park, and Paseo Del Este Boulevard Unit 1 subdivision, a 120 foot arterial that runs thru the district and Mission Ridge Boulevard, another 120 foot arterial that runs through the District. Northtowne Village Joint Venture is the developer of Americas Estates Units 1 and 2, and Americas Estates Unit 1 Replat B, and SDC, Ltd. is the developer of Americas Estates Unit 1 Replat A. Hunt is the developer of Garden Park at Mission Ridge Unit 1. The land in the Americas Estates Units 1 and 2, and Americas Estates Unit 1 Replat A and Replat B was acquired by Hunt from the GLO and subsequently sold to Northtowne Village Joint Venture and SDC Ltd.

In addition to the development described above, the District contains approximately 54.6 acres of developable land that are not provided with the underground water, sanitary sewer and drainage facilities. Approximately 119.2 acres of undevelopable land contained in planned easements, parks and open-space land are owned by Hunt.

The DeveloperMajor water, sewer and drainage facilities and streets to serve land within the District are being developed by Hunt, Northtowne Village Joint Venture (“Northtowne”), SDC, Ltd and B&G. The activities of Hunt include development, construction, consulting and advisory. Water, sewer and drainage facilities to serve specific sections within the District have been acquired or constructed by SDC, Ltd. and Northtowne, which entities are unrelated to Hunt and B&G. These four entities may collectively be referred to herein as the “Developers.” As discussed under the “THE DISTRICT – Status of Development,” most of the currently developable land within the District is owned by Hunt. See “THE DEVELOPER.”

(The remainder of this page intentionally left blank)

SELECTED FINANCIAL INFORMATION

Tax Year 2022 Certified Assessed Valuation	\$	163,166,080	(a)
District Debt:			
Gross Debt Outstanding (after the issuance of the Bonds)	\$	7,860,000	
Estimated Overlapping Debt		8,549,371	(b)
Gross Debt and Estimated Overlapping Debt	\$	16,409,371	
Ratio of Gross Debt to Tax Year 2022 Certified Assessed Valuation		4.82%	
Ratio of Gross Debt and Estimated Overlapping Debt to Tax Year 2022 Certified Assessed Valuation		10.06%	
Debt Service Funds Available, as of August 11, 2022	\$	715,934.90	
Capital Projects Funds Available, as of August 11, 2022	\$	1.00	
Operating Funds Available, as of August 11, 2022	\$	409,685.74	
Tax Year 2022 Tax Rates:			
Debt Service	\$	0.3780	
Contract		0.2900	
Maintenance and Operations		0.0739	
Total	\$	0.7419	/\$100 A.V.
Average Annual Debt Service Requirements (2023 - 2047) of the Bonds ("Average Requirement")	\$	444,327	(c)
Tax rate required to pay Average Requirement based upon Tax Year 2022			
Certified Assessed Valuation at a 98% collection rate	\$	0.2779	/\$100 A.V.
Status of Water Connections as of July 31, 2022:			
Single-family residential - completed and occupied	490		
Single-family residential - completed and vacant	1		
Single-family residential - under construction - builder	138		
Other (Irrigation connections)	6		
Total Connections	635		

- (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) See "PRO-FORMA DEBT SERVICE REQUIREMENTS."

PRELIMINARY OFFICIAL STATEMENT

\$2,750,000

PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 2

(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. 2 (the “District”) of its \$2,750,000 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, and 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 “El Paso”), 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 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 from the central downtown business district of the City, 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 \$163,166,080. After issuance of the Bonds, the projected maximum annual debt service requirement will be \$668,493 (2034) and the projected average annual debt service requirement will be \$444,326.97 (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 \$0.4181 per \$100 assessed valuation at a 98% collection rate would be necessary to pay the projected maximum annual debt service requirement of \$668,493 and a tax rate of \$0.2779 per \$100 assessed valuation at a 98% collection rate would be necessary to pay the projected average annual debt service requirement of \$444,326.97 (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

In addition to the development described above, the District contains approximately 54.6 acres of developable land that are not provided with the underground water, sanitary sewer and drainage facilities. Approximately 119.2 acres of undevelopable land in the District contained in planned easements, parks and open-space land are owned by Hunt. 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 2022 fiscal year, the District intends to pay 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 8, 2022.

Future Debt

At an election held November 6, 2007 the District authorized the issuance of up to \$17,000,000 of unlimited tax debt for new money purposes. The District reserves in the Bond Resolution the right to issue the remaining \$7,460,000 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 (including refunding bonds issued pursuant to the November 6, 2007 bond election). 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. See “THE SYSTEM” herein. After sale of the Bonds and reimbursement to the Developers of a portion of the proceeds therefrom, the District will still owe not less than approximately \$289,500 to the Developers for the costs of facilities for which the Developers have 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 November 1, 2022, and will accrue interest from the date of initial delivery of the Bonds (expected to be November 15, 2022). Interest is payable on each August 15 and February 15 commencing August 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 November 6, 2007, the voters of the District authorized the issuance of a total of \$17,000,000 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 sixth issuance of debt by the District (including one series of unlimited tax refunding bonds). 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, (the “Paying Agent/Registrar”) in Dallas, Texas, as the initial (“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 \$7,460,000 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 July 31, 2022, the District had an estimated population of 1,862, 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.

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.

BOND INSURANCE

Application for municipal bond insurance has been made by the District. Upon the determination of which entity, if any, will provide such insurance, information relating to the issuer of the municipal bond insurance policy applicable to the Bonds will be set forth in the final Official Statement. The purchase of such insurance, if available and the payment of all associated costs will be at the option and expense of the Initial Purchaser. If bond insurance is purchased, purchasers of the Bonds should be aware of the following:

Bond Insurance Risks

The District has applied for a bond insurance policy to guarantee the scheduled payment of principal and interest on the Bonds. The District has yet to determine whether an insurance policy will be purchased with respect to the Bonds. If an insurance policy is purchased, the following are risk factors relating to bond insurance.

In the event of default of the payment of principal or interest with respect to the Bonds when all or some becomes due, any owner of the Bond shall have a claim under the applicable Bond Insurance Policy (the "Policy") for such payments. The payment of principal and interest in connection with mandatory or optional prepayment of the Bonds by the District which is recovered by the District from the Bond owner as a voidable preference under applicable bankruptcy law is covered by the Policy, however, such payments will be made by the insurer at such time and in such amounts as would have been due absent such prepayment by the District unless the bond insurer chooses to pay such amounts at an earlier date.

Under no circumstances does default of payment of principal and interest obligate acceleration of the obligations of the bond insurer without their consent, so long as the bond insurer performs its obligations under the applicable Policy. In the event the bond insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds are payable solely from the revenues pledged in the Bond Resolution. In the event the bond insurer becomes obligated to make payments with respect to the Bonds, no assurance is given that such event will not adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds.

In the event bond insurance is purchased, the long-term rating on the Bonds, if any, will be dependent in part on the financial strength of the bond insurer and its claims paying ability. The bond insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the bond insurer or of the Bonds, if any, insured by the bond insurer will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds.

The obligations of the bond insurer are general obligations of the bond insurer and in an event of default by the bond insurer the remedies may be limited by applicable bankruptcy law. Neither the District nor the Financial Advisor have made an independent investigation into the claims paying ability of any potential bond insurer and no assurance or representation regarding the financial strength or projected financial strength of any potential bond insurer is given.

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 May 15, 2003, and operates pursuant to the Act, 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 380 acres of land located in the east portion of El Paso County approximately 15 miles east of the central area of the City. The District is located just east of Loop 375 and is approximately one mile from the intersection of Interstate Highway 10, the major freeway through El Paso, Texas, and Eastlake Boulevard. From the intersection of I-10 and Eastlake Boulevard proceed northwest along Eastlake Boulevard approximately 1.4 miles to the intersection with Mission Ridge Boulevard. Proceed north along Mission Ridge Boulevard approximately .5 mile to the District's southern boundary. The District lies totally within the exclusive extraterritorial jurisdiction of the City.

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, TX. Likewise, creation of Participant District Nos. 10 and 11 has been validated by a final judgment of the District Court of El Paso County, TX. 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 development (“Paseo del Este”). Paseo del Este is being developed primarily by Hunt Communities (“Hunt”), and B&G/Sunrise Joint Venture (“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 July 31, 2022, approximately 8,850 single family residential lots have been developed within Paseo del Este, and approximately 7,842 homes are completed or are in various stages of construction in Paseo del Este, including approximately 737 lots and 629 homes within the District.

The development within the District includes the Americas Estates Unit 1, Americas Estates Unit 1 Replat A and Replat B, Americas Estates Unit 2 Phase 1, Garden Park at Mission Ridge Unit 1 and Garden Park at Mission Ridge Unit Two and Garden Park at Mission Ridge Unit Three, which are single family residential subdivisions containing approximately 737 single family lots and encompassing approximately 206.7 acres. Initial development within the District also includes the Americas Estates Park Subdivision, a five acre park, and Paseo Del Este Boulevard Unit 1 subdivision, a 120 foot arterial that runs thru the district and Mission Ridge Boulevard, another 120 foot arterial that runs through the District. Northtowne Village Joint Venture is the developer of Americas Estates Units 1 and 2, and Americas Estates Unit 1 Replat B, and SDC, Ltd. is the developer of Americas Estates Unit 1 Replat A. Hunt is the developer of Garden Park at Mission Ridge Unit 1. The land in the Americas Estates Units 1 and 2, and Americas Estates Unit 1 Replat A and Replat B was acquired by Hunt from the GLO and subsequently sold to Northtowne Village Joint Venture and SDC Ltd.

In addition to the development described above, the District contains approximately 54.6 acres of developable land that are not provided with the underground water, sanitary sewer and drainage facilities. Approximately 119.2 acres of undevelopable land contained in planned easements, parks and open-space land are owned by Hunt.

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. 2. Police protection is provided by the El Paso County Sheriff. Medical care for District residents is available from various facilities in the City of El Paso 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>
Doug Borrett	President	2025
Anne Jorjorian- Raynal	Vice-President	2023
Clint Newsom	Secretary	2023
Hector Esparza	Assistant Secretary	2023
Gina Mezzacappa	Assistant Secretary	2025

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 appointed by the Board of Directors of 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 L.L.P., Austin, Texas as Bond Counsel. The fees payable to Bond Counsel are contingent upon the issuance, sale 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.

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.

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

Major water, sewer and drainage facilities and streets to serve land within the District are being developed by Hunt, Northtowne Village Joint Venture ("Northtowne"), SDC, Ltd and B&G. The activities of Hunt include development, construction, consulting and advisory. Water, sewer and drainage facilities to serve specific sections within the District have been acquired or constructed by SDC, Ltd. and Northtowne, which entities are unrelated to Hunt and B&G. These four entities may collectively be referred to herein as the "Developers." As discussed under the "THE DISTRICT – Status of Development," most of the currently developable land within the District is owned by Hunt.

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 to 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".

Developer Reimbursement Agreements

Each Participant District, including the District, has entered into reimbursement agreements with the Developers of the Regional Facilities serving all Participant Districts pursuant to which the Participant District agrees to reimburse the Developers 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 Developers for the Participant District's pro rata share of (i) the Developers costs for creation of all eleven Participant Districts and (ii) the administrative and operation advances to all eleven Participant Districts by the Developers, 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 Developers 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 1,504 are allocated to the District. As of July 31, 2022, the Master District is serving approximately 8,936 active water connections, of which 635 are within the District. According to the Engineer, the District's currently allocated water supply capacity (1,504 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 July 31, 2022, the Master District is serving approximately 8,850 active wastewater connections, of which 629 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 (1,504 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 737 single family lots and encompassing approximately 206.7 developable acres.

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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, \$2,380,264 is estimated for construction costs, and \$369,737 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. Developer Contribution Items	
1. Americas Estates Unit 2 Replat A Subdivision Improvements	\$ 666,125
2. Garden Park at Mission Ridge Unit 2 Street, Drainage, Water & Wastewater Improvements	503,354
3. Garden Park at Mission Ridge Unit 3 Street, Drainage, Water & Wastewater Improvements	1,041,558
Total Developer Contribution Items	<u>\$ 2,211,037</u>
B. District Items (Regional Facilities)	
4. Peyton Estates Unit 4 Water, Wastewater, Drainage and Regional Water and Wastewater Improvements	\$ 29,204
5. Peyton Estates Unit 5 Water, Wastewater, Drainage and Regional Water and Wastewater Improvements	34,664
6. Hillside Park at Mission Ridge Unit One Drainage, Water & Wastewater and Regional Water and Wastewater Improvements	69,657
7. Mission Ridge Towne Center Unit 1 16" Waterline Improvements	20,778
8. Engineering	14,923
Total District Items (Regional Facilities)	<u>\$ 169,226</u>
TOTAL CONSTRUCTION COSTS (87% of Bond Issue)	<u><u>\$ 2,380,264</u></u>
<u>Non-Construction Costs</u>	
A. Legal Fees (2%)	\$ 55,000
B. Fiscal Fees (1.25%)	34,375
C. Interest	
1. Capitalized Interest	-
2. Developer Interest	36,177
D. Bond Discount (3%)	82,500
E. Bond Issuance Expenses	59,196
F. Administrative Advances	32,864
G. Bond Application Report Costs	60,000
H. Attorney General's Fee (0.10%)	2,750
I. TCEQ Bond Issuance Fee (0.25%)	6,875
TOTAL NON-CONSTRUCTION COSTS	<u>\$ 369,737</u>
TOTAL BOND ISSUE REQUIREMENT	<u><u>\$ 2,750,000</u></u>

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.

The Developer has financed the engineering and construction of certain other Regional Facilities. The Developer has expended approximately \$164,500 (as of July 31, 2022) for design, construction and acquisition of the District's share of Regional Facilities not yet reimbursed and \$125,000 (as of July 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.

Date of Authorization	Purpose	Amount Authorized	Issued to Date	The Bonds	Remaining Authorized but Unissued
11/6/2007	Water, Sanitary Sewer and Drainage	\$17,000,000	\$6,790,000	\$2,750,000	\$7,460,000
11/6/2007	Refunding	\$17,000,000	\$50,000	\$0	\$16,950,000

Tax Year 2022 Certified Assessed Valuation	\$163,166,080	(a)
District Debt:		
Currently Outstanding Bonds	\$5,110,000	
The Bonds	<u>\$2,750,000</u>	
Gross Debt Outstanding (after issuance of the Bonds).....	\$7,860,000	
Ratio of Gross Debt to 2022 Certified Assessed Valuation.....	4.82%	

^(a) As certified by the El Paso Central Appraisal District (the “Appraisal District”). Represents the assessed valuation within the District as of January 1, 2022. See “TAX PROCEDURES.”

Operating Fund	Cash and Temporary Investments	\$409,685.74
Capital Projects	Cash	\$ 1.00
Debt Service Fund	Cash and Temporary Investments	\$715,934.90

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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	\$ 171,804,120	7/31/2022	0.25%	\$ 429,510
El Paso County Hospital District	318,330,000	7/31/2022	0.25%	795,825
Socorro Independent School District	796,090,783	7/31/2022	0.92%	7,324,035
Total Estimated Overlapping Debt.....				\$ 8,549,371
The District.....				\$ 7,860,000 ^(a)
Total Direct and Estimated Overlapping Debt.....				\$ 16,409,371
Ratio of Total Direct and Estimated Overlapping Debt to 2022 Certified Assessed Valuation.....				10.06%

^(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	\$ 117,862,794	\$ 0.7500	\$ 883,971	\$ 884,479	100.06%	\$ 884,874	100.10%	9/30/2019
2019	123,919,890	0.7500	929,399	943,095	101.47%	943,843	101.55%	9/30/2020
2020	124,094,906	0.7500	930,712	949,715	102.04%	950,539	102.13%	9/30/2021
2021	132,936,647	0.7500	997,025	1,022,490	102.55%	1,025,133	102.82%	9/30/2022 ^(a)
2022	163,166,080	0.7419	1,210,529	N/A	0.00%	N/A	0.00%	9/30/2023 ^(b)

^(a) Collections are as of June 30, 2022.

^(b) Tax Collections billed on October 1, 2022. 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

	2022	2021	2020	2019	2018
Debt Service	\$0.3780	\$0.3398	\$0.3944	\$0.4000	\$0.4200
Contract ^(a)	0.2900	0.2900	0.2900	0.2900	0.2700
Maintenance and Operations	0.0739	0.1202	0.0656	0.0600	0.0600
Total	\$0.7419	\$0.7500	\$0.7500	\$0.7500	\$0.7500

^(a) 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.

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 levied a total tax of \$0.7419 per \$100 of Assessed Valuation for Tax Year 2022, as follows: \$0.3780 for debt service tax, \$0.29 for Contract Tax and \$0.0739 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 November 6, 2007, 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 2022 tax year, the Board has levied a maintenance tax in the amount of \$0.0739 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 and the Contract Tax.

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	\$ 1,939,685	1.19%
Mendevil Jason M & Hope	Residential	1,934,484	1.19%
Hakes Brothers EPTX LLC	Developer	1,133,066	0.69%
Mgbokwere Chioma	Residential	936,438	0.57%
Guerrero Richard & Martinez Irma	Residential	900,550	0.55%
Cullers Land Holdings LLC	Developer	893,054	0.55%
Chukwu Ikedieze & Nwankwo Adaora C	Residential	881,658	0.54%
The Altar Fire Trust	Trust	811,676	0.50%
Soto Abigail & Obed	Residential	759,816	0.47%
Golden Gate Transport	Transportation	713,140	0.44%
Total		<u>\$10,903,567</u>	<u>6.68%</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	\$ 191,621,049	\$ 151,551,816	\$ 133,627,589	\$ 134,339,348	\$ 124,453,121
Personal Property	1,131,383	565,817	470,554	468,008	121,046
Exemptions	<u>(29,586,352)</u>	<u>(19,180,986)</u>	<u>(10,003,237)</u>	<u>(10,887,466)</u>	<u>(6,711,373)</u>
Total Assessed Valuation	<u>\$ 163,166,080</u>	<u>\$ 132,936,647</u>	<u>\$ 124,094,906</u>	<u>\$ 123,919,890</u>	<u>\$ 117,862,794</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).	\$ 444,327
Maximum Annual Debt Service (2034).	\$ 668,494

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

Under current law, the qualified voters of the District have the right to petition for a rollback of the District's operation and maintenance tax rate only if the total tax bill on the average residence homestead increases by more than eight percent. If a rollback election is called and passes, the rollback tax rate is the current year's debt service and contract tax rates 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 tax 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. Thus, debt service and contract tax rates cannot be changed by a rollback election.

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 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.

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 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 levied a total tax of \$0.7419 per \$100 of Assessed Valuation for Tax Year 2022, as follows: \$0.3780 for debt service tax, \$0.29 for contract tax and \$0.0739 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 audited financial statements and records for further and more complete information.

	Fiscal Year Ended September 30,				
	2021	2020	2019	2018	2017
Revenues:					
Transfer From Master District	\$ 80,593	\$ 78,773	\$ 77,219	\$ 67,080	\$ 76,924
Property Taxes	83,204	75,594	70,884	10,550	136,833
Contract Taxes	367,894	365,268	318,922	375,028	127,314
Interest	130	1,537	6,878	5,818	1,133
Total Revenues	<u>\$ 531,820</u>	<u>\$ 521,172</u>	<u>\$ 473,903</u>	<u>\$ 458,476</u>	<u>\$ 342,204</u>
Expenditures:					
Tax Transfer to Master District	\$ 367,894	\$ 365,268	\$ 318,922	\$ 375,028	\$ 127,314
Legal Fees	16,539	13,194	13,579	9,434	16,891
Audit Fees	5,500	5,500	5,500	5,500	5,500
Accounting Fees	23,675	23,321	23,875	22,450	20,825
Engineering Fees	3,132	4,664	5,612	2,364	4,367
Management Fees	9,287	8,918	8,494	8,025	7,640
Director Salaries and Payroll Taxes	7,266	7,105	4,521	4,037	7,589
Insurance	1,355	1,365	1,437	1,420	1,364
Tax Assessor/Collector	11,104	11,113	11,337	10,912	8,808
Printing and Office Supplies	487	522	457	647	1,860
Postage and Delivery	285	165	135	119	160
Legal Notices	1,040	1,457	840	720	-
Travel	923	1,449	1,433	1,458	1,934
Fiscal Agent Fees	1,500	1,500	1,500	1,500	1,500
Total Expenditures	<u>\$ 449,987</u>	<u>\$ 445,541</u>	<u>\$ 397,642</u>	<u>\$ 443,614</u>	<u>\$ 205,752</u>
Transfer (to) Other Funds	<u>-</u>	<u>(248,387)</u>	<u>-</u>	<u>-</u>	<u>(172)</u>
Change in Net Position	<u>\$ 81,833</u>	<u>\$ (172,756)</u>	<u>\$ 76,261</u>	<u>\$ 14,862</u>	<u>\$ 136,280</u>
Fund Balance/Net Position - Beginning	<u>195,391</u>	<u>368,147</u>	<u>291,886</u>	<u>277,024</u>	<u>140,744</u>
Fund Balance/Net Position - Ending	<u><u>\$ 277,224</u></u>	<u><u>\$ 195,391</u></u>	<u><u>\$ 368,147</u></u>	<u><u>\$ 291,886</u></u>	<u><u>\$ 277,024</u></u>

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PRO-FORMA DEBT SERVICE REQUIREMENTS

Fiscal year Ending, 30-Sep	Outstanding Debt Service	The Bonds ⁽¹⁾			Total Debt Service
		Principal	Interest	Total	
2023	447,854	-	103,125	103,125	550,979
2024	454,923	60,000	137,500	197,500	652,423
2025	456,264	65,000	134,500	199,500	655,764
2026	462,111	70,000	131,250	201,250	663,361
2027	462,211	70,000	127,750	197,750	659,961
2028	465,936	75,000	124,250	199,250	665,186
2029	459,734	80,000	120,500	200,500	660,234
2030	458,250	85,000	116,500	201,500	659,750
2031	465,988	85,000	112,250	197,250	663,238
2032	467,988	90,000	108,000	198,000	665,988
2033	469,319	95,000	103,500	198,500	667,819
2034	469,744	100,000	98,750	198,750	668,494
2035	359,619	105,000	93,750	198,750	558,369
2036	307,100	110,000	88,500	198,500	505,600
2037	301,463	115,000	83,000	198,000	499,463
2038	155,625	125,000	77,250	202,250	357,875
2039	-	130,000	71,000	201,000	201,000
2040	-	135,000	64,500	199,500	199,500
2041	-	140,000	57,750	197,750	197,750
2042	-	150,000	50,750	200,750	200,750
2043	-	155,000	43,250	198,250	198,250
2044	-	165,000	35,500	200,500	200,500
2045	-	175,000	27,250	202,250	202,250
2046	-	180,000	18,500	198,500	198,500
2047	-	190,000	9,500	199,500	199,500
Total	<u>\$ 6,664,126</u>	<u>\$ 2,750,000</u>	<u>\$ 2,138,375</u>	<u>\$ 4,888,375</u>	<u>\$ 11,552,501</u>

⁽¹⁾ Preliminary, subject to change. Interest on the Bonds calculated at a rate of 5% 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.

Interest on the Bonds may be includable in certain corporation's "adjusted financial statement income" determined under section 56A of the Code to calculate the alternative minimum tax imposed by section 55 of the code.

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 _____ % 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 and Municipal Bond Insurance

No application for a rating on the bonds has been made.

Application has been made to municipal bond insurance companies for the qualification of the bonds for municipal bond insurance. If qualified, such insurance will be available at the option and expense of the initial purchaser.

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 SEC 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 SEC 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.

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

Over the last five years, the District has complied in all material respects with its continuing disclosure undertakings pursuant to the Rule.

MISCELLANEOUS

All estimates, statements and assumptions in this Official Statement and the Appendices 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.

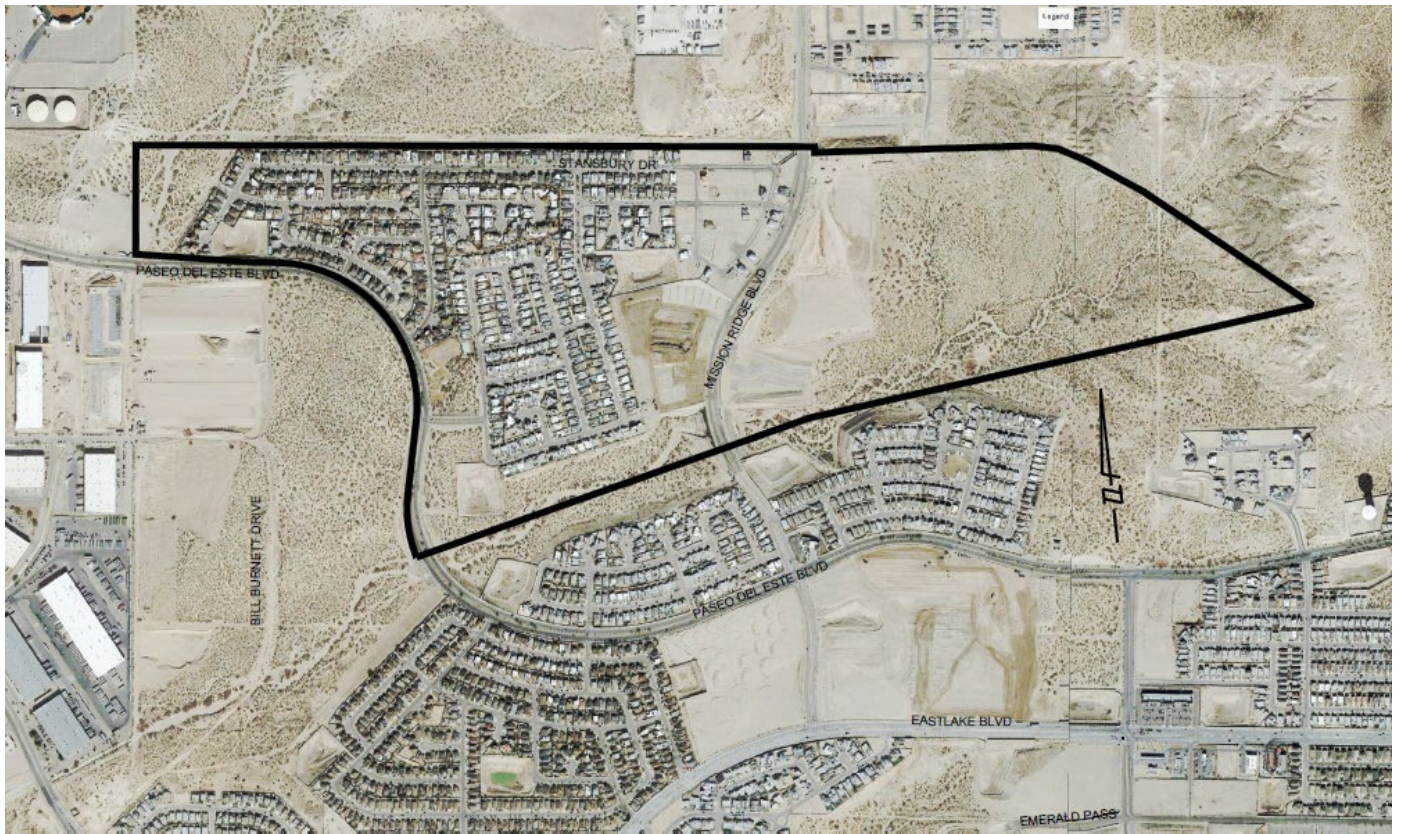
This Official Statement was approved by the Board of Directors of Paseo del Este Municipal Utility District No. 2, as of the date shown on the cover page.

/s/ _____
President, Board of Directors
Paseo del Este Municipal Utility District No. 2

ATTEST:

/s/ _____
Secretary, Board of Directors
Paseo del Este Municipal Utility District No. 2

AERIAL PHOTOGRAPH
(Approximate boundaries)



PHOTOGRAPHS

The following photographs were taken in the District on August 8, 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

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. Two ("M.U.D. No. 2") requested review and approval of the issuance of the Unlimited Tax Bonds, Series 2022 by M.U.D. No. 2 (the "Series 2022 Bonds"); and

WHEREAS, the City reviewed the proposed issuance of Series 2022 Bonds by M.U.D. No. 2 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 \$2,750,000, by Paseo Del Este Municipal Utility District No. 2, with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

APPROVED THIS _____ DAY OF _____, 2022.


CITY OF EL PASO:

Oscar Lesser, Mayor

ATTEST:

Laura Prine,
City Clerk

APPROVED AS TO FORM:



Juan Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Robert Cortinas,
Chief Financial Officer



Legislation Text

File #: 22-1168, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

AGENDA LANGUAGE:

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

Discussion and action to adopt a Resolution that endorses the Vision Zero goal of eliminating traffic deaths and serious injuries on City of El Paso streets, with an emphasis on protecting the most vulnerable users of our transportation systems.

RESOLUTION

WHEREAS, Vision Zero is a strategy designed to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all; and

WHEREAS, Vision Zero acknowledges that traffic accidents resulting in death or serious injury are largely preventable and that many factors contribute to safe mobility, including roadway design, speeds, behaviors, technology, and policies; and

WHEREAS, Vision Zero establishes clear strategies to achieve zero traffic fatalities and severe injuries; and

WHEREAS, one death on our streets is one too many; and

WHEREAS, Smart Growth America’s Dangerous By Design 2022 report ranked the City of El Paso (the “City”) as the 18th most dangerous metropolitan area for pedestrians in the United States; and

WHEREAS, older adults and people walking in low-income neighborhoods are disproportionately impacted by fatal and serious collisions; and

WHEREAS, equity is an integral component of Vision Zero with strategies such as prioritizing safety improvements in historically underserved areas and conducting robust engagement programs to reach the most vulnerable on the roadways; and

WHEREAS, Vision Zero aligns with the City’s Comprehensive Plan, Strategic Plan, Bike Plan, and Complete Streets Policy by prioritizing our most vulnerable roadway users and encouraging balance among all users of the City’s transportation network; and

WHEREAS, to implement Vision Zero policies, the City must have a multi-faceted approach that brings together government, advocacy, and private sector actors and fully engages the public; and

WHEREAS, on April 26, 2022, the El Paso City Council approved a Professional Services Agreement with a consultant (“Agreement”) to assist the City in implementing its Vision Zero Action Plan; and

WHEREAS, pursuant to the Agreement, the consultant will assist in implementing the City’s Vision Zero Action Plan by completing work to include the following:

- a. Developing a Vision Zero Action Plan summarizing specific changes to policies, standards, procedures, guides, and ordinances to reduce speeding, reduce collisions, and move the City towards zero fatalities and serious injuries;
- b. Conducting a comprehensive community engagement process to inform the development of the City’s Vision Zero Action Plan;
- c. Analyzing data to identify locations where investments in safety are most urgent;

- d. Developing measurable goals with clear timelines for implementation;
- e. Developing a public website to share data and providing routine updates to City Council.

WHEREAS, the City joins other leading cities around the State of Texas, the nation, and the globe in their commitment to eliminate traffic deaths and serious injuries - work that has demonstrated success when coupled with adequate funding and staffing levels for its implementation.

WHEREAS, the Federal Highway Administration and United States Department of Transportation have made a commitment to eliminating fatalities and serious injuries on the nation's roadways using a data-driven, interdisciplinary approach in line with Vision Zero.

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

1. That the City Council hereby endorses the Vision Zero goal of eliminating traffic deaths and serious injuries on City of El Paso streets, with an emphasis on protecting the most vulnerable users of our transportation systems.
2. That the City Manager shall direct Capital Improvement Department staff to provide annual reports to Council on the implementation of the Vision Zero Action Plan, such annual reports being due to Council by December 15 of each year.
3. That the City Manager, or designee, shall establish a Vision Zero Task Force comprised of external stakeholders and representatives from relevant City departments to be engaged in supporting the development and implementation of a comprehensive Vision Zero Action Plan.

APPROVED this _____ day of _____, 2022.

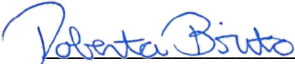
CITY OF EL PASO:

ATTEST:

Oscar Leaser
Mayor

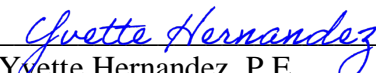
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E.
City Engineer

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

AGENDA DATE: September 13, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-268-5148

DISTRICT(S) AFFECTED: City-wide

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

SUBGOAL: N/A

SUBJECT:

ADOPT a resolution that endorses the Vision Zero goal of eliminating traffic deaths and serious injuries on City of El Paso streets, with an emphasis on protecting the most vulnerable users of our transportation systems.

BACKGROUND / DISCUSSION:

The City of El Paso has engaged a consultant to aid in the development of a comprehensive Vision Zero Safety Action Plan. Adopting a formal resolution is a first step in kicking off the plan development and associated public outreach process. Additionally, the resolution provides for the establishment of the Vision Zero Task Force to facilitate the plan process and an annual reporting requirement for implementation of the adopted plan.

PRIOR COUNCIL ACTION:

City Council Contract Award (Unanimous): April 26, 2022

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: CID - Planning

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:


Yvette Hernandez P.E.



Legislation Text

File #: 22-1170, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Capital Improvement Department, 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 on a Resolution to authorize the City Manager or his designee to submit a letter of support to the El Paso Metropolitan Planning Organization in support of an application for FY 2022 SS4A Discretionary Grant Program to develop a comprehensive regional safety action plan.

RESOLUTION

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

THAT the City Manager, is authorized to sign a letter of support directed to the El Paso Metropolitan Planning Organization (“MPO”) providing that the City of El Paso supports the MPO’s efforts to apply for the FY 2022 SS4A Discretionary Grant Program to develop a comprehensive regional action plan designed to prevent death and serious injuries on streets and roadways in the City of El Paso region.

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



Letter of Support for El Paso MPO

MAYOR

Oscar Leeseer

CITY COUNCIL

District 1

Peter Svarzbein

District 2

Alexsandra Annello

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

September 13, 2022

Eduardo Calvo, AICP

Executive Director

El Paso Metropolitan Planning Organization (MPO)

Re: Application to the Safe Streets and Roads for All (SS4A) Discretionary Grant Program to Develop a Regional Comprehensive Action Plan for the El Paso MPO Planning Area

Dear Mr. Calvo,

The City of El Paso is pleased to support the El Paso MPO's efforts to apply for the FY 2022 SS4A Discretionary Grant Program to develop a comprehensive regional action plan for our communities. We offer our support to engage with you in the development of the plan and to help identify locations where improvements are needed, areas and groups that are underserved, countermeasures and programs to address issues, and review our policies should changes be needed to support a regional effort towards traffic safety.

This study will allow the communities in our region, for the first time, to develop an action plan that includes a wide spectrum of infrastructure strategies and projects as well as behavioral, and operational initiatives to prevent death and serious injury on our roads and streets. Traffic deaths and injury have historically exacerbated inequality among members of our diverse community, and pedestrians make up more than a quarter of all traffic deaths. The resulting action plan will help our region to define strategies to systematically address the needs of all roadway users, including pedestrians, bicyclists, public transit, private vehicles, and commercial vehicle operators, including those who live in underserved areas of the community.

This is an exciting opportunity that will allow public and private sector stakeholders from all the communities in our region to collaborate in: assessing the prevailing traffic safety conditions and historical trends of crashes involving fatalities and serious injuries; identifying the locations where these crashes are most severe; contributing factors and crash types; analyzing systemic and specific safety needs; and geospatially identifying higher risk locations.

If you have any questions, please feel free to contact the City Engineer, Yvette Hernandez, directly at HernandezYM@elpasotexas.gov.

Sincerely,

Tomas Gonzalez

City Manager

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

AGENDA DATE: Sept 13, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-268-5148

DISTRICT(S) AFFECTED: City-wide

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

SUBGOAL: N/A

SUBJECT:

Discussion and action on a resolution to authorize the City Manager or his designee to submit a letter of support to the El Paso Metropolitan Planning Organization in support of an application for FY 2022 SS4A Discretionary Grant Program to develop a comprehensive regional safety action plan.

BACKGROUND / DISCUSSION:

The El Paso Metropolitan Planning Organization is seeking letters of support from regional partner agencies in their application for FY 2022 SS4A Discretionary Grant Program to develop a comprehensive regional safety action plan. This study will allow the communities in our region to develop a safety action plan that includes a wide spectrum of infrastructure strategies and projects as well as behavioral, and operational initiatives to prevent death and serious injury on our roads and streets.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

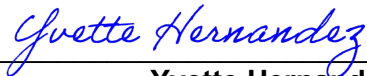
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: CID - Planning

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



Yvette Hernandez P.E.