Renard U. Johnson
Mayor

Dionne Mack
City Manager

CITY COUNCIL
Alejandra Chávez, District 1
Josh Acevedo, District 2
Deanna Maldonado-Rocha, District 3
Cynthia Boyar Trejo, District 4
Ivan Niño, District 5
Art Fierro, District 6
Lily Limón, District 7
Chris Canales, District 8

AGENDA FOR THE REGULAR COUNCIL MEETING

November 18, 2025
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 194-581-849#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on November 18, 2025 at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website. http://www.elpasotexas.gov/videos
Via television on City15,
YouTube: https://www.youtube.com/user/cityofelpasotx/videos

Attention: The Council will take a lunch break at approximately 12:30 p.m. - 1:00 p.m. unless otherwise decided by the Council.

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

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

At the prompt, please enter Conference ID: 194-581-849#

The public may sign up to speak on items on this agenda before the 9:00 AM deadline on the meeting day at the following links:

For Call to the Public:

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

To Speak on Agenda Items:

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

9:00 A.M. PLEDGE OF ALLEGIANCE

St. Mark's Elementary School at the Invitation of City Representative Alejandra Chávez

MAYOR'S PROCLAMATIONS

Public Health Thank You Day

Eddie Guerrero Day

National Family Caregivers Month

50th Annual C.D. Jarvis Basketball Tournament Week

Hidden Disabilities Sunflower Program Month

10:00 A.M. ROLL CALL

A QUORUM OF THE CITY COUNCIL MUST BE PRESENT AT THIS TIME

INVOCATION BY EL PASO POLICE AND RABBI AT CHABAD LUBAVITCH, LEVI GREENBERG

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

Public comment on agenda items will begin at 10:00 a.m. Request to speak must be received by 9:00 a.m. on the day of the meeting.

Members of the public may choose to comment at 10:00 a.m. or at the time the item is heard, but not both.

CALL TO THE PUBLIC (CITY RELATED NON-AGENDA ITEMS)

Call to the Public will begin at 10:00 a.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.

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:

1. Approval of the Minutes of the Regular City Council Meeting of October 28, 2025, the Regular City Council Meeting of November 4, 2025, and the Work Session of November 3, 2025. **25-1390**

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS **25-101**

CONSENT AGENDA - RESOLUTIONS:

3. A Resolution authorizing the City Manager, or designee, to sign an Agreement for Professional Services by and between the CITY OF EL PASO and RS&H, for a project known as "Civil Engineering Services for the El Paso International Airport Security Identification Display Area (SIDA) Ramp Expansion" for an amount not to exceed $697,936.47; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $797,936.47; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement. **25-1356**

District 3
Capital Improvement Department, Yvette Hernandez, (915) 212-0065
Airport, Tony Nevarez, (915) 474-2424

4. A Resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and MNK Architects, Inc., a professional limited liability company, for a project known as "Architect and Engineering Services for the El Paso Police Department Westside Regional Command Center" for an amount not to exceed $612,642.18; and that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $712,642.18; and that the City Manager be authorized to establish **25-1360**

the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement. This project was approved as part of the 2019 Public Safety Bond.

District 1
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

5. That the City Manager or designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 5649201 FY2026 for the City of El Paso Police Department project identified as "Bullet Resistant Components for Law Enforcement Vehicles FY2026" to provide financial assistance to the City of El Paso. Requesting $142,402.50, no cash match is required. The grant period will be from March 1, 2026, to February 28, 2027. **25-1369**

All Districts
Police, Assistant Chief Humberto Talamantes, (915) 240-3133

6. A Resolution that the closure of rights-of-way within the City of El Paso for the Winterfest 2025 Opening Day & Lights Parade from Saturday, November 22, 2025, 6:00 am to 6:00 am. on Sunday, November 23, 2025, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa St. between Franklin Ave. and Texas Ave. and Texas Ave. between Oregon St. and Octavia St. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. **25-1364**

District 8
Planning and Inspections, Philip F Etiwe, (915) 212-1553
Planning and Inspections, Armida R Martinez, (915) 212-1605

7. A Resolution that the City Manager, or designee, is authorized to sign an Agreement for Professional Services by and between the City Of El Paso, and Alta Planning+Design, Inc. California, USA, foreign for-profit corporation, authorized to transact business in Texas, for a project known as “2025-0163 Bike Plan Update” for an amount not to exceed $400,000.00.The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed $50,000.00, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services. In addition, the City Manager, or designee, is authorized to increase the contract amount up to $50,000.00 and sign any amendments to the agreement. **25-1362**

All Districts
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

8. A Resolution to authorize the City Manager to execute a change order in the amount of $16,485.18 to International Eagle Enterprises, Inc. for the cost of water usage on the landscape irrigation, landscape planting, and landscape establishment for the Rojas Drive Widening Project, Contract No. 2022-0747. The original contract amount was $12,024,880.90. The new contract sum, including this change order notice and any previous change orders, is $12,056,583.01. There is no change in contract time resulting from this change order. The City Manager, or designee, is authorized to execute any documents and contract amendments necessary to carry out the intent of this Resolution. **25-1389**

District 6
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065

9. A Resolution that the City Manager be authorized to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the CITY OF EL PASO (the "CITY"), and the PASO DEL NORTE COMMUNITY FOUNDATION (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate with the Climate, Sustainability, and Energy Program (the "Program") to provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Program for a term of five (5) years and shall automatically renew for successive additional one (1) year periods. **25-1386**

All Districts
Strategic and Legislative Affairs, Fernando Liano Berjano, (915) 337-2517

10. A Resolution that the City Manager be authorized to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the CITY OF EL PASO (the "CITY"), and the PASO DEL NORTE COMMUNITY FOUNDATION (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate with the Veterans and Military Affairs Program (the "Program") to provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Program for a term of five (5) years and shall automatically renew for successive additional one (1) year periods. **25-1388**

All Districts
Strategic and Legislative Affairs, Luther Jones, (915) 332-9339

11. A Resolution that the closure of rights-of-way within the City of El Paso for the Sun Bowl Thanksgiving Parade & Turkey Trot from 5:00 am to 2:00 pm on Thursday, November 27, 2025, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Copia St. between La Luz Ave. and Tularosa Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of **25-1394**

Texas Department of Transportation.

Districts 2 and 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Armida R. Martinez, (915) 212-1553

CONSENT AGENDA - BOARD APPOINTMENTS:

12. Jordan Furman to the El Paso Housing Finance Corporation by Mayor Renard U. Johnson. **25-1391**

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

CONSENT AGENDA - NOTICE FOR NOTATION:

13. For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of September 21, 2025 - October 20, 2025, for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff. **25-1379**

All Districts
City Manager's Office, Sasho Andonoski, (915) 212-1092

14. For Notation Only - Delinquent Hotel Occupancy Tax Report as of October 31, 2025. **25-1393**

All Districts
Office of the Comptroller, Margarita Marin, (915) 212-1174

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

15. The request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order(s) to increase contract 2016-891R Delinquency Tax Collection Services to Delgado, Acosta, Spencer, Linebarger & Perez, LLP and Appraisal & Collection Technologies LLC. This change order will increase referenced contract by $360,000.00 for a total estimated amount not to exceed $1,950,000.00. This change order will add capacity to the contract to cover services until the expiration of the contract, December 2026. **25-1371**

Department:	Tax Office
Award to:	Delgado, Acosta, Spencer, Linebarger & Perez, LLP and Appraisal & Collection Technologies LLC
City & State:	San Antonio, TX
Current Contract Estimated Award:	$1,590,000.00
Change Order Amount:	$360,000.00
Total Estimated Award	$1,950,000.00
Account(s)	206-3700-19040-522020
Funding Source(s):	Enterprise Funds

District(s): All

This was a Request for Qualifications - Services Contract.

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Tax, Maria O. Pasillas, (915) 212-1737

CONSENT AGENDA - BEST VALUE PROCUREMENTS:

16. The award of Solicitation 2025-0458 Security Services Police to TriCorps Security Inc., for a three (3) year term for an estimated amount of $522,823.68. This contract will provide daily security guard services for the headquarters of the City of El Paso Police Department. **25-1375**

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $49,623.68, which represents a 10.49% increase due to additional service hours and increase in hourly rates.

Department:	Police
Award to:	TriCorps Security Inc.
City & State:	Oklahoma City, OK
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$174,274.56
Initial Term Estimated Award:	$522,823.68
Option Term Estimated Award:	N/A
Total Estimated Award	$522,823.68
Account(s)	321-1000-522120-21100
Funding Source(s):	General Fund
District(s):	2

This was a Best Value Bid Procurement - services contract.

The Purchasing & Strategic Sourcing and Police Departments recommend award as indicated to TriCorps Security Inc., the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

District 2
Purchasing and Strategic Sourcing, Claudia A, Garcia, (915) 212-0043
Police, Chief Peter Pacillas, (915) 212-4305

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 10:00 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.

17. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Dr. Roberto Moreno, for the purchase price of $130,000.00; such real property municipally known and numbered as 331 W. Missouri, El Paso, Texas. **25-1361**

District 8
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

PUBLIC HEARING WILL BE HELD ON DECEMBER 2, 2025

18. An Ordinance vacating a portion of a sixty-foot drainage easement (0.69 acres of land) located within Block 9, Canutillo Industrial Park, an addition to the City of El Paso, El Paso County, Texas. **25-1335**

Subject Property: North of Los Mochis Dr. and West of Interstate 10
Applicant: Chanate Partners, LTD, SUET24-00006

District 1
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Armida R. Martinez, (915) 212-1605

PUBLIC HEARING WILL BE HELD ON DECEMBER 2, 2025

19. An Ordinance granting Special Permit No. PZST25-00009, to allow for infill development with reduction to average lot width and side yard setback on the property described as Lot 5, Block 37, Magoffin Addition, 911 Tays Street, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **25-1363**

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

Subject Property: 911 Tays Street
Applicant: Luis Herrera, PZST25-00009

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Blanca Perez, (915) 212-1561

PUBLIC HEARING WILL BE HELD ON DECEMBER 16, 2025

20. An Ordinance changing the zoning of the property described as Lot 7 and Lot 8, Block 10, Eastwood Section 1, 7804 and 7808 Bois D' Arc Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to S-D (Special Development), pursuant to Section 20.04.360, and approving a detailed site development plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a medical office as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **25-1370**

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: 7804 and 7808 Bois D' Arc Drive
Applicant: Adaeze A. Onuoha, PZRZ24-00026

District 7
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

PUBLIC HEARING WILL BE HELD ON DECEMBER 16, 2025

21. An Ordinance changing the zoning of a portion of Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas from C-1 (Commercial) to C-2 (Commercial) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **25-1373**

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: 3550 Rich Beem Blvd.
Applicant: Lawson Apartments LLC, PZRZ25-00009

District 5
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

PUBLIC HEARING WILL BE HELD ON DECEMBER 16, 2025

22. An Ordinance granting Special Permit No. PZST25-00004, to allow for a ballroom on the property described as a portion of Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code. **25-1374**

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

Subject Property: 3550 Rich Beem Blvd.
Applicant: Lawson Apartments LLC, PZST25-00004

District 5
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

PUBLIC HEARING WILL BE HELD ON DECEMBER 16, 2025

23. An Ordinance amending Title 7 (Animals), Chapter 7.04 (Definitions and Administration), Section 7.04.010 (Definitions), to amend the definition of "Animal," amend the order of definitions, and add new definitions. **25-1372**

All Districts
Animal Services Department, Michael D. Wachsmann, (915) 212-8742

PUBLIC HEARING WILL BE HELD ON DECEMBER 2, 2025

24. An Ordinance amending Title 7 (Animals), Chapter 7.12 (Dogs and Cats), to add Section 7.12.070 (Vicious Dogs); and an ordinance amending Title 7 (Animals), Chapter 7.12 (Dogs and Cats), to add Section 7.12.080 (Aggressive Dogs). **25-1384**

All Districts
Animal Services Department, Michael D. Wachsmann, (915) 212-8742

PUBLIC HEARING WILL BE HELD ON DECEMBER 2, 2025

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

25. An Ordinance changing the zoning of a portion of E.R. Talley Surveys No. 6 and 7, 4600 Edna Avenue, City of El Paso, El Paso County, Texas from M-1 (Light Manufacturing) to R-5 (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **25-1283**

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: 4600 Edna Ave.
Applicant: City of El Paso, PZRZ25-00018

District 2
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Alejandra González, (915) 212-1506

26. An Ordinance amending Title 15 (Public Services), Chapter 15.22 (Water and Wastewater Impact Fees), by adding Section 15.22.200 (Exemptions) in order to comply with the updated requirements in accordance with Senate Bill 840 of the Texas 89th Legislative Session. **25-1299**

All Districts
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566

27. An Ordinance amending Title 19 (Subdivision and Development Plats, Article II (Subdivision Standards), Chapter 19.18 (Traffic Impact Analysis), Chapter 19.23 (Easements, Block and Lot Design and Improvement Standards), and Article VI (Definitions), Chapter 19.50 (Definitions) in order to comply with the updated requirements in accordance with Senate Bill 15 and Senate Bill 840 of the Texas 89th Legislative Session. The penalty is as provided in 19.42 of the El Paso City Code. **25-1300**

All Districts
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566

28. An Ordinance amending Title 20 (Zoning), Chapter 20.02 (General Definitions), Chapter 20.04 (Administrative Provisions), Chapter 20.10 (Supplemental Use Regulations), Appendix A (Table of Permissible Uses), Appendix B (Table of Density and Dimensional Standards), and Appendix C (Table of Parking Requirements and Standards), in order to comply with the updated requirements in accordance with Senate Bill 15 and Senate Bill 840 of the Texas 89th Legislative Session. The penalty is as provided in 20.24 of the El Paso City Code. **25-1301**

All Districts
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566

29. An Ordinance amending Title 21 (SmartCode), Chapter 21.10 (General to all Plans), Chapter 21.30 (New Community Plans), Chapter 21.40 (Infill Community Plans), Chapter 21.50 (Building Scale Plans), Chapter 21.70 (Definition of Terms), and 21.80 (Tables) in order to comply with the updated requirements in accordance with Senate Bill 15 and Senate Bill 840 of the Texas 89th Legislative Session. The penalty is as provided in 21.60 of the El Paso City Code. **25-1302**

All Districts
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

30. Presentation and discussion on the current status of Environmental Services **25-1367**

Department (ESD) median maintenance program.

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

31. Presentation and discussion on the progress of developing the Climate Action Plan, with the next deliverable due on December 1st. This detailed document will outline various strategic initiatives and objectives aimed at mitigating climate-related risks and bolstering resilience within our community. **25-1376**

All Districts
Strategic and Legislative Affairs, Fernando Liano Berjano, (915) 337-2517

32. Presentation and discussion on the 50th Year (2024-2025) Consolidated Annual Performance and Evaluation Report (CAPER) for the City of El Paso's U.S. Department of Housing and Urban Development (HUD) entitlement programs: Community Development Block Grant (CDBG), including CDBG-CV (CARES Act) funds, HOME Investment Partnerships Program (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA). **25-1382**

All Districts
Community and Human Development, Nickole Rodriguez, (915) 212-1673

33. Presentation and discussion on the Environmental Services Department 5 year Capital Improvement Plan. **25-1368**

All Districts
Environmental Services Department, Nicolas Ybarra, (915) 212-6000

REGULAR AGENDA - OTHER BUSINESS:

34. Discussion and action on a Resolution to approve the Destination El Paso Capital Improvement Plan (FY 2025 Through FY 2026) in the estimated total projects cost amount of $4,160,000.00, and to authorize the City Manager, or designee, to make all necessary budget transfer prior to the execution of the projects. **25-1355**

All Districts
Destination El Paso, Jose Garcia, (915) 534-0660
City Attorney's Office, Ignacio Troncoso, (915) 212-1046

35. Discussion and action that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and El Paso MHMR d/b/a Emergence Health Network for the purpose of continuing to operate a Crisis Intervention Team (CIT) in the City of El Paso. **25-1342**

All Districts
Police, Assistant Chief J. F. Briones, (915) 212-4304

36. Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate a budget transfer of $2,460,711.23 from investment interest and $2,152,066.39 from project savings for a total of $4,612,777.62 to **25-1380**

complete the East Side Regional Park Phase 2.

District 5
City Manager's Office, Sasho Andonoski, (915) 212-1092
Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

37. Discussion and action on a Resolution that the City reviews and approves the Five-Year Capital Improvements and Maintenance Plan ("Plan") for Municipal Management District Number 1 ("District"). This approval constitutes the City's prior approval of the Plan under Section 375.207(b). The District may finance the improvements and issue bonds or other obligations for the projects identified in the approved Plan without further City Council approval, provided that all such financing complies with applicable law and the District's enabling legislation. Nothing in this Resolution, nor in the City's approval of the Plan, creates or constitutes any debt or liability of the City. **25-1381**

District 4
Economic and International Development, Karina Brasgalla, (915) 212-0094

38. Discussion and action on a Resolution to establish an Adopt-a-Street Program and to allow the City Manager or designee to develop guidelines, provide the authority to sign related agreements and establish funding sources to implement the program. **25-1383**

All Districts
Streets and Maintenance, Randy Garcia, (915) 212-7066

EXECUTIVE SESSION

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

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

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for Regular City Council Meetings. If you need Spanish

Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

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

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

http://www.elpasotexas.gov/

File #: 25-1390, **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 October 28, 2025, the Regular City Council Meeting of November 4, 2025, and the Work Session of November 3, 2025.

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

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

MINUTES FOR REGULAR COUNCIL MEETING

October 28, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

9:00 AM PLEDGE OF ALLEGIANCE

St. Clements School at the Invitation of City Representatives Lily Limón and Art Fierro

Lulu Carmona
Bishop Farah
Aria Forney
Gia Gerardo
TJ Marmolejo
Levi Murray
Belen Resendiz
Hannah Shimunov
Amy An
Matilda Genrich
Blake Huffman
Raul Lopez
Caroline Mata
Rose Tullius
Rivers Anderson
Prescott Colquitt
Charley Follett
Anson Gaddy
Sebastian Macias
Cal Martinez
Ana Emilia Ramirez
Renee Roldan Fuentes
Vivien Stockard
Aila Davis
Ryland Grambling
Iwinosa Idada
Amelia Martin
Isabel Tamariz

MAYOR'S PROCLAMATIONS

Adair Margo

KLAQ FM Halloween Parade Day

Scherr Legate Lights Parade

Vernon "Randy" Carothers Day

10:00 AM ROLL CALL

The City Council of the City of El Paso met on the above time and date. The meeting was called to order at 10:10 a.m. Mayor Renard Johnson was present and presiding, and the following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales. Early departure: Art Fierro at 2:53 p.m.

INVOCATION BY THE EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD

……

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

……

The following members of the public provided comments on the items as indicated, before consideration:

1. Mr. Roberto Q. Avalos – Item 24
2. Mr. Joe Gudenrath – Item 29

……

CALL TO THE PUBLIC (CITY-RELATED NON-AGENDA ITEMS):

……

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Ms. Brenda Carbajal
3. Ms. Claudia Contreras Siller
4. Mr. Ron Comeau
5. Mr. Peter Miller-Valerio
6. Ms. Barbara Valencia
7. Ms. Chris Velez
8. Ms. Wanda Helgesen
9. Mr. Rico Velazquez
10. Mr. Mostafa Rifai
11. Ms. Lisa Turner

……

NOTICE TO THE PUBLIC

……

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

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

……

1. *Motion made, seconded, and unanimously carried to **APPROVE** the minutes of the Regular City Council Meeting of October 14, 2025, and the Work Session of October 13, 2025.

……

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

……

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

……

CONSENT AGENDA – RESOLUTIONS:

……

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

WHEREAS, WinterFest is a holiday event that draws the community to the downtown area, during a time of year when there are numerous other activities in the downtown area, which can cause a strain on available downtown parking; and

WHEREAS, City Code Subsection 12.56.020(F)(1) allows for the International Bridges Director to make a recommendation to City Council for exceptions to the days and times when parking meter fees shall apply; and

WHEREAS, the International Bridges Director recommends that parking meter fees North of 1-10, including but not limited to the Uptown Parking Benefit District, be waived solely and exclusively on November 22, 2025, for the event known as Winterfest; and

WHEREAS, the International Bridges Director does not recommend that parking meter fees in the downtown area be waived on November 22, 2025; and

WHEREAS, the City Council encourages the community to park at the parking meters to the North of I-10, including but not limited to the Uptown Parking Benefit District, and encourages the community to utilize the El Paso Streetcar in order to travel to WinterFest on November 22, 2025; and

WHEREAS, the City Council finds that WinterFest constitutes a special downtown event as contemplated in City Code Subsection 12.56.020(F)(l).

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

THAT the City Council, in accordance with the provisions of City Code Subsection 12.56.020(F)(1), hereby exempts the regularly designated parking meter fees to the North of 1-10, to include, but not be limited to the Uptown Parking Benefit District, on November 22, 2025, for WinterFest which constitutes a special downtown event.

……..…….

4. **ITEM**: That the Solid Waste liens on the attachment posted with this agenda be approved.

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

Ms. Karla Nieman, City Attorney, commented.

1ST MOTION
*Motion made, seconded, and unanimously carried to **MOVE** the item to the **REGULAR AGENDA.**

2ND AND FINAL MOTION
Motion made by Representative Maldonado-Rocha, seconded by Representative Fierro, and carried to **POSTPONE** the Solid Waste liens listed below and posted on the attachment with this agenda for **ONE WEEK**.

Address	Owner of Record	Amount	District
PID# S564-999-0010-3300	ESCOBAR ENRIQUE	$564.00	1
PID# W145-999-0820-22A0	AT&T WIRELINE HOLDING LLC	$344.00	1
7416 ALAMEDA AVE	CALDERON XIADANY	$327.00	3
10232 SUEZ AVE	PINA VICTOR M & CONSUELO	$348.50	3
10733 AQUAMARINE DR	MARTINEZ ROBERTO & ROSE M	$342.50	4
9100 N GATEWAY BLVD	NATIONAL GUARD ARMORY	$518.50	4
9228 MOUNT SAN BERDU DR	MARTINEZ ANASTACIO F & KEL	$574.50	4
9920 AUDOBON ST	ROBINSON MERCINE M	$1,426.00	4
14303 SPANISH POINT DR	DUBOSE ISAAC A & MASOUMEH N	$413.00	5
14232 SILVER POINT AVE	SANTANA MICHAEL J	$344.00	5
PID# P189-999-000B-4100	DE LA CRUZ LUIS H	$512.50	6

PID# W123-999-000A-5900	GUTIERREZ DAVID JR & R	$512.00	6
PID# V893-999-3540-0210	NAVAR CULTURE LLC	$671.00	7
11614 CHITO SAMANIEGO DR	ESCOBAR JARED	$383.00	7
7848 PARRAL DR	WILLIAMS MINNIE B	$457.00	7
9228 TENANGO DR	ORTIZ GILBERTO M	$330.00	7
9525 DESERT RIDGE DR	THE KISTENMACHER TRUST	$676.50	7
10216 MONTWOOD DR	SANCHEZ-ROMERO YASSEL	$458.50	7

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, and Fierro
NAYS: Representative Limón
NOT PRESENT FOR THE VOTE: Representative Canales

……..…….

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

WHEREAS, pursuant to Section 33.011(a)(1) of the Texas Tax Code ("Tax Code"), the governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district caused or resulted in the taxpayer's failure to pay the before delinquency date and if the tax is paid not later than the 21st day after the taxpayer knows or should know of the delinquency; and

WHEREAS, pursuant to Section 33.01 l(d) a request for waiver of penalties and interest pursuant to Section 33.011(a)(1) must be made before the 181st day after the delinquency date; and

WHEREAS, pursuant to Section 33.01 l(d) of the Tax Code, taxpayer, CHICK-FIL-A INC. ("Taxpayer") requested a waiver of penalties and interest on September 17, 2025, before the 181st day after the delinquency date, in the amount of $2,376.66 for the 2024 delinquent taxes for the property with the following legal description:

FURN CMP MACH SIGN

WHEREAS, the Taxpayer submits evidence sufficient to show that an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district caused or resulted in the taxpayer's failure to pay the before delinquency date and if the tax is paid not later than the 21st day after the taxpayer knows or should know of the delinquency.

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

THAT the Taxpayer, CHICK-FIL-A INC., has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest, and the City waives the penalty and interest amount on the 2024 delinquent taxes, pursuant to Section 33.01 l(a)(1) of the Tax Code, in the amount of $2,376.66 for the property with the following legal description:

FURN CMP MACH SIGN

Representative Canales commented.

Ms. Lisa Turner, citizen, commented.

……..…….

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

WHEREAS, there are existing City of El Paso (“City”) bus stops and bus shelters along

roadways and rights of way within the control of the Texas Department of Transportation ("TxDOT"); and

WHEREAS, on April 26, 2011, the City Council authorized the City Manager to sign a Multiple Use Agreement with the Texas Department of Transportation, for the purpose of allowing the City access to TxDOT roadways and rights-of-way for installation of new City bus shelter located along and within TxDOT right-of way and this Multiple Use Agreement was approved by TxDOT on behalf of the State of Texas on May 25, 2011 ("2011 Multiple Use Agreement"); and

WHEREAS, TxDOT has approved supplements to the 2011 Multiple Use Agreement throughout the years, to allow for enhancement of bus pads located along and within TxDOT rights-of-way; and

WHEREAS, the City desires to expand on the authority provided under the 2011 Multiple Use Agreement, to allow the installation of new bus stops, including all actions necessary for the operation, construction, and maintenance of bus shelters, bus pads and bus signage at various locations along and within the rights-of way under the control of TxDOT; and

WHEREAS, the City and TXDOT desire to amend the Multiple Use Agreement allowing the City access to TxDOT roadways and right- of way for the installation of the new city bus stops.

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

That the City Council of the City of El Paso finds the above recitals to be true and correct.

That the City Manager or designee, be authorized to sign an Amendment to Multiple Use Agreement with the Texas Department of Transportation (TxDOT), in a form substantially similar to the attached, for the purpose of allowing the City access to TxDOT roadways and right-of-way for the installation, operation and maintenance of new City bus stops located along and within TxDOT right-of way.

That the City Manager or designee, be authorized to sign, after review and approval by the City Attorney's office, any related documents, agreements, and amendments to such agreements for the City to take all actions necessary for the installation, maintenance and operation of bus stops located along and within TxDOT rights-of-way, to include but not limited to actions related to construction, enhancements, maintenance and operation of the bus stops.

That the City Manager or designee, be authorized to sign any future documents, agreements and amendments to such agreements, after review and approval by the City attorney's office, between the City and TXDOT related to adding new bus stops as well as enhancing or updating
existing bus stops, located along and within TxDOT right-of-way.

That the City Manager or designee, be authorized to take actions necessary and effectuate any budget transfers, sign all related agreements, amendments to such agreements and related documents after review and approval by the City Attorney's office, necessary to carry out the intent of this resolution.

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

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

That the Mayor be authorized to sign, on behalf of the City of El Paso, an Interlocal Agreement between Texas Tech University Health Sciences Center and the City of El Paso for the City's Department of Public Health Clinical laboratories, to provide: 1) a CLIA qualified faculty member to serve as the medical director; 2) review and approve quality control procedures; 3) make final determinations concerning abnormalities in clinical laboratory procedures; and 4) make recommendations on clinical procedure manuals; in the City of El Paso, El Paso County, Texas, for a three year term starting on October 28, 2025 and ending on October 27, 2028.

8. **ITEM:** A Resolution authorizing the Director of Purchasing & Strategic Sourcing to notify AZTEC CONTRACTORS, INC., that the City is terminating Contract No. 2025-0398 EPIA Terminal Roof Repairs pursuant to Attribute 18, Subsection 7. Liquidated Damages for Failure to Enter into Contract of the Solicitation Documents, and that the termination shall be effective as of October 28, 2025, and that the City may take all necessary steps to seek forfeiture of Vendor's bid bond as liquidated damages.

Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, and Fierro commented.

Mayor Johnson verbally disclosed a contribution received from Mr. Frank Spencer III, President of Aztec Contractors.

The following City staff members commented:

- Ms. Claudia Garcia, Purchasing and Strategic Sources Director
- Ms. Karla Nieman, City Attorney
- Ms. Crystal Paz, Lead Procurement and Contract Analyst
- Ms. Shane Brooks, Aviation Development Assistant Director
- Ms. Nicole Cote, Deputy City Manager
- Ms. Dionne Mack, City Manager

The following members of the public commented:

1. Mr. Frank Spencer III
2. Mr. Adrian Ruiz
3. Ms. Nancy Camarena
4. Mr. Jonathan Russell

1ST MOTION
*Motion made, seconded, and unanimously carried to **MOVE** the item to the **REGULAR AGENDA.**

2ND AND FINAL MOTION

Motion made by Representative Maldonado-Rocha, seconded by Representative Boyar Trejo, and carried to **DENY** the contract termination.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, and Limón
NAYS: Representative Fierro
NOT PRESENT FOR THE VOTE: Representative Canales

……

CONSENT AGENDA – BOARD APPOINTMENTS:

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9. *Motion made, seconded, and unanimously carried to **APPOINT** Jonathan Hernandez to the Capital Improvements Advisory Committee by Representative Josh Acevedo, District 2.

……

10. *Motion made, seconded, and unanimously carried to **APPOINT** Celia Gutierrez to the Committee on Border Relations by Mayor Renard U. Johnson.

……

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

……

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

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

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

WHEREAS, taxpayer, PERLA DENISSE BENITEZ CASTANEDA ("Taxpayer") has applied for a refund with the tax assessor for their 2021 property taxes that were overpaid on January 31, 2022 in the amount of $281.27 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2021 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that PERLA DENISSE BENITEZ CASTANEDA showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2021 taxes and the tax refund in the amount of $281.27 is approved.

……

CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS:

……

12. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Alejandra Chávez in the amount of $500 from Carmen Renee Jimenez and $1,500 from Maria Terán.

……

CONSENT AGENDA – REQUESTS TO ISSUE PURCHASE ORDERS:

……

13. *Motion made, seconded, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing Department to issue a Purchase Order(s) to increase contract 2022-0004 Security Services for Municipal Buildings to Night Eyes Protective Services. This change order will increase referenced contract by $129,560.00 for a total amount not to exceed $3,708,725.00. This change order will increase the contract capacity to include additional guards at the Municipal Services Center (MSC) Building and City Hall.

Department:	Streets and Maintenance
Award to:	Night Eyes Protective Services
City & State:	El Paso, TX
Current Contract Estimated Amount:	$2,203,389.00
Change Order Amount:	$129,560.00
Total estimated Amount not to Exceed:	$2,332,949.00
Account(s):	532-1000-31040-522120-P3120
Funding Source(s):	General Fund
District(s):	All

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

……..…….

CONSENT AGENDA – REQUEST FOR PROPOSAL:

……..…….

14. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2025-0361R Financial and Planning Services – Airport to the following suppliers: 1) Garver, LLC and 2) Ricondo & Associates Inc. for an initial term of three (3) years for an estimated amount of $900,000.00. The award also includes a two (2) year option for an estimated amount of $600,000. The total contract time is for five (5) years for a total estimated amount of $1,500,000.00. The contract will provide planning and financial consulting services in connection with the El Paso International Airport.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $150,000.00 for the initial term, which represents a 20% increase due to an increase to the annual budgeted amount needed for services.

Department:	El Paso International Airport
Award to Supplier 1:	Garver, LLC
City & State:	North Little Rock, AR
Award to Supplier 2:	Ricondo & Associates Inc.
City & State:	Chicago, IL
Initial Term:	3 Years
Option Terms:	2 Years
Total Contract Time:	5 Years
Total Annual Estimated Award:	$300,000.00
Total Initial Term Estimated Award:	$900,000.00
Total Option Term Estimated Award:	$600,000.00
Total Estimated Award:	$1,500,000.00
Account(s):	562-3000-62030-521160-P6201
Funding Source(s):	Airport Enterprise Fund
District(s):	3

This was a Request for Proposals Procurement - service contract.

The Purchasing & Strategic Sourcing and El Paso International Airport Departments recommend award as indicated to 1) Garver, LLC and 2) Ricondo & Associates Inc. the highest ranked offerors based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

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REGULAR AGENDA – FIRST READING OF ORDINANCES:

……

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

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

……

15. An Ordinance changing the zoning of a portion of E.R. Talley Surveys No. 6 and 7, 4600 Edna Avenue, City of El Paso, El Paso County, Texas from M-1 (Light Manufacturing) 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: 4600 Edna Ave.
Applicant: City of El Paso, PZRZ25-00018

……

16. An Ordinance amending Title 15 (Public Services), Chapter 15.22 (Water and Wastewater Impact Fees), by adding Section 15.22.200 (Exemptions) in order to comply with the updated requirements in accordance with Senate Bill 840 of the Texas 89th Legislative Session.

……

17. An Ordinance amending Title 19 (Subdivision and Development Plats, Article II Subdivision Standards), Chapter 19.18 (Traffic Impact Analysis), Chapter 19.23 (Easements, Block and Lot Design and Improvement Standards), and Article VI (Definitions), Chapter 19.50 (Definitions) in order to comply with the updated requirements in accordance with Senate Bill 15 and Senate Bill 840 of the Texas 89th Legislative Session. The penalty is as provided in 19.42 of the El Paso City Code.

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18. An Ordinance amending Title 20 (Zoning), Chapter 20.02 (General Definitions), Chapter 20.04 (Administrative Provisions), Chapter 20.10 (Supplemental Use Regulations), Appendix A (Table of Permissible Uses), Appendix B (Table of Density and Dimensional Standards), and Appendix C (Table of Parking Requirements and Standards), in order to comply with the updated requirements in accordance with Senate Bill 15 and Senate Bill 840 of the Texas 89th Legislative Session. The penalty is as provided in 20.24 of the El Paso City Code.

……

19. An Ordinance amending Title 21 (SmartCode), Chapter 21.10 (General to all Plans), Chapter 21.30 (New Community Plans), Chapter 21.40 (Infill Community Plans), Chapter 21.50 (Building Scale Plans), Chapter 21.70 (Definition of Terms), and 21.80 (Tables) in order to comply with the updated requirements in accordance with Senate Bill 15 and Senate Bill 840 of the Texas 89th Legislative Session. The penalty is as provided in 21.60 of the El Paso City Code.

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PUBLIC HEARING WILL BE HELD ON NOVEMBER 18, 2025, FOR ITEMS 15 THROUGH 19

……

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

……

20. ORDINANCE 019808

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF TRACTS 9 AND 13, SAVE AND EXCEPT THAT PORTION OF TRACT 9 CONVEYED OUT TO THE STATE OF TEXAS IN RIGHT-OF-WAY DEED IN VOLUME 550, PAGE 623, SUNNYFIELDS MAP NO. 2, 7800 ALAMEDA AVENUE, AND TRACTS 10 AND 14, SAVE AND EXCEPT THAT PORTION OF TRACT 10 CONVEYED OUT TO THE STATE OF TEXAS IN RIGHT-OF-WAY DEED IN VOLUME 561, PAGE 155, SUNNYFIELDS MAP NO. 2, 7804 ALAMEDA AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO C-1 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

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

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

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

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

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21. ORDINANCE 019809

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF LOTS 15 TO 20, BLOCK 13, HART'S SURVEY NO. 9, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-1/SC (COMMERCIAL/SPECIAL CONTRACT) AND S-D (SPECIAL DEVELOPMENT) TO G-MU (GENERAL MIXED USE) AND APPROVING A MASTER ZONING PLAN WITH A 32% PARKING REDUCTION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

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

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

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

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

……..…….

The City Council Meeting was **RECESSED** at 12:40 p.m. for lunch.

The City Council Meeting was **RECONVENED** at 1:43 p.m.

……..…….

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

……..…….

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

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

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

WHEREAS, in an effort to ensure the continuity of the CRRMA through the avoidance of any vacancies in City-appointed positions of the CRRMA Board, the City Council desires to make an appointment to Position 5, which shall become effective on October 28, 2025.

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

That the City of El Paso hereby appoints the following board member to the Camino Real Regional Mobility Authority Board for the position(s) identified below, which shall take effect on October 28, 2025:

1. Christopher Lindner, Position 5, term expiring on February 1, 2026.

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

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

……..…….

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

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

WHEREAS, the hiring of a part-time administrative specialist for the Office of City Representative District 2 promotes transparent & consistent communication amongst members of the community and elected officials; and

WHEREAS, the worked hours of the part-time administrative specialist for the Office of City Council District 2 shall not exceed twenty hours per week; and

WHEREAS, the expenditure of District 2's discretionary funds, not exceeding $2,000.00, for payroll purposes of the part-time administrative specialist serves a municipal purpose of promoting transparent and consistent communication amongst all members of the community by fostering and encouraging open communication of current and future projects to our citizens.

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

That the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly transferred for payroll purposes.

Representative Acevedo commented.

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

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

……

24. **ITEM:** Discussion and action directing the City Manager and City Attorney to engage collaboratively with the Transportation Security Administration (TSA) and Federal Aviation Administration (FAA) to explore the development of a Memorandum of Understanding (MOU) and/or lease agreement regarding the TSA security checkpoint at the El Paso International Airport (EPIA). This effort would aim to align operations with applicable City of El Paso guidelines, policies, procedures, and ordinances, including but not limited to, those related to the display of political language. Further direct the City Manager and City Attorney to review all relevant documentation related to the security checkpoint at EPIA and formally request any necessary security clearances to access and review existing contract/lease agreements, with a report to be presented to City Council within 60 days.

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

The following City staff members commented:

- Ms. Karla Nieman, City Attorney
- Mr. Ignacio Troncoso, Assistant City Attorney

The following members of the public commented:

1. Ms. Joseline Avila
2. Mr. Roberto Q. Avalos

Motion made by Representative Acevedo, seconded by Representative Boyar Trejo, to **DIRECT** the City Manager and City Attorney to engage collaboratively with the Transportation Security Administration (TSA) and Federal Aviation Administration (FAA) to explore the development of a Memorandum of Understanding (MOU) and/or lease agreement regarding the TSA security checkpoint at the El Paso International Airport (EPIA). This effort would aim to align operations with applicable City of El Paso guidelines, policies, procedures, and ordinances, including but not limited to, those related to the display of political language. Further direct the City Manager and City Attorney to review all relevant documentation related to the security checkpoint at EPIA and formally request any necessary security clearances to access and review existing contract/lease agreements, with a report to be presented to City Council within 60 days.

AYES: Representatives Acevedo, Maldonado-Rocha, Boyar Trejo, and Canales
NAYS: Representatives Chávez, Niño, Fierro, and Limón
Mayor Johnson broke the tie by voting "NAY". THE MOTION FAILED.

……

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

……

25. Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **AWARD** Solicitation 2025-0285 Vista Del Sol Reconstruction & Resurfacing to Jordan Foster Construction, LLC for a total estimated amount of $4,217,873.40. This project will consist of mill and overlay, implement Americans with Disabilities Act (ADA) Ramps, remove and replace sidewalks, video image vehicle detection system (VIVDS), implement signage and striping along Vista Del Sol Drive from Sumac Drive to Phil Gibbs Drive.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
City & State:	El Paso, TX
Item(s):	Base Proposal I
Contract Term:	204 Consecutive Calendar Days
Base Proposal I:	$4,217,873.40
Total Estimated Award:	$4,217,873.40
Account(s):	190- 4825- 29110- 580270- PCP23ARTRECON02
Funding Source(s):	Community Progress Bond
District(s):	6, 7

This was a Competitive Sealed Proposal Procurement unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

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

Representative Maldonado-Rocha commented.

Mr. Gilbert Guerrero, Capital Improvement Assistant Director, commented.

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

……..…….

REGULAR AGENDA – OTHER BUSINESS:

……..…….

26. R E S O L U T I O N

WHEREAS, the Mexican American Cultural Center, which celebrates the dynamic traditions and resiliency of border cultures through vibrant art experiences and creative engagement, opened on March 22, 2025; and

WHEREAS, the El Paso Community Foundation is a 501 (c)(3) nonprofit corporation located in the City of El Paso ("Foundation"); and

WHEREAS, the City of El Paso and the Foundation entered into a 5-year agreement ("Agreement") on February 17, 2025 in order for the Foundation to help support the education and programming at the Mexican American Cultural Center; and

WHEREAS, the amount of support by the El Paso Community Foundation has generously approached the limit of City Manager authority per Ordinance 016736; and

WHEREAS, in order to continue to promote the Mexican American Cultural Center through this Agreement, City Council approval is required.

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

1. That City Council authorizes the Agreement between the City and the El Paso Community Foundation included here as Attachment "A"**.

2. That City Council authorizes the City Manager to administer and effectuate any budget transfers throughout the term of the Agreement for purposes of fulfilling this Agreement.

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

Mr. Ben Fyffe, Managing Director of Cultural Affairs, presented a PowerPoint presentation (copy on file at the City Clerk's Office).

Mayor Johnson and Representatives Maldonado-Rocha and Canales commented.

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

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

……..…….

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

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the City of El Paso (the "City") deems it proper and in the best interest of the City to execute a loan agreement from the State Infrastructure Bank in an amount up to Seven Million Three Hundred Sixty-Four Thousand Dollars ($7,364,000.00) to be used for actual costs of utility relocation and construction necessary for the Sean Haggerty Extension Project; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose; and

WHEREAS, on April 29, 2025 the City Council approved a Resolution authorizing the submission of a loan application to the State Infrastructure Bank.

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

Section 1. That the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in an amount up to Seven Million Three Hundred Sixty-Four Thousand Dollars ($7,364,000.00), to be fully repaid over no more than twenty-five (25) years for actual costs, including but not limited to, roadway construction, right of way acquisition, utility relocation, and local match costs for the Sean Haggerty Extension Project.

Section 2. That the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds.

Section 3. That the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank.

Mr. Joaquin Rodriguez, Grant Funded Program Director, presented a PowerPoint presentation (copy on file at the City clerk's Office).

Representatives Chávez and Canales commented.

The following City staff members commented:

- Mr. Robert Cortinas, Chief Financial Officer
- Ms. Dionne Mack, City Manager

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

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

……..…….

28. **ITEM:** Discussion and action on updates of short-term rentals in El Paso. The presentation by City staff, the Greater El Paso Association of Realtors, and the El Paso Short-Term Rental Alliance will include requested items by City Council on September 3, 2025, including identified safety issues and concerns related to short-term rentals in the City of El Paso and an update on the current state of short-term rentals within the City.

The following City staff and external partners presented a PowerPoint presentation (copy on file at the City Clerk's Office):

1. Mr. Philip Etiwe, Planning and Inspections Director
2. Ms. Heidy Seoenz, President of the El Paso Short-Term Rental Alliance
3. Mr. Ernesto Garcia, Governmental Affairs Director of the Greater El Paso Association of Realtors

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

The following City staff members commented:

- Ms. Nicole Cote, Deputy City Manager
- Ms. Carolyn Patrick, Chief Information Officer

Ms. Lisa Turner, citizen, commented.

Motion made by Representative Maldonado-Rocha, seconded by Representative Niño, and unanimously carried to **DIRECT** the City Manager and City Attorney and staff to define short-term rental in the City Code and amend the permissible use table.

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

……..…….

29. **ITEM:** Discussion and action on a presentation on proposed amendments to El Paso City Code 20.20 (Historic Landmark Preservation). The presentation will provide Council an update on the input received from the community and staff recommendations.

Representatives Chávez, Fierro, Limón, and Canales commented.

The following City staff members commented:

- Mr. Tony De La Cruz, Building Permits and Inspections Assistant Director
- Ms. Dionne, Mack, City Manager

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Niño, and carried to **DELETE** the item.

AYES: Representatives Chávez, Acevedo, Boyar Trejo, and Fierro
NAYS: Representatives Niño, Limón, and Canales
NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

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

WHEREAS, on August 19, 2025, pursuant to Section 7.3D of the City of El Paso municipal code, the City Council approved the FY2026 City budget by resolution ("Budget Resolution"); and

WHEREAS, Section 6 of the FY2026 Budget Resolution authorizes the City Manager or designee to make budget transfers between departments and/or non-enterprise funds or reprogram funds within an enterprise department, not to exceed $100,000, to the extent permitted by law and budget transfers between departments and/or non-enterprise department funds exceeding $100,000 requiring City Council approval; and

WHEREAS, the Zoo requires a budget transfer in excess of $100,000, which in accordance with Section 6 of the FY2026 Budget Resolution, requires City Council approval.

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

THAT, the City Manager, or designee, be authorized to effectuate a budget transfer to use Zoo's operating fund balance for the purchase of 50 air conditioner units including labor and materials.

In accordance with updated project scope and expenditure needs, funding source in General Fund, as respectively listed and referenced below:

BT Number	Fund	Project	Increase /(Decrease)
BT2026-0060	3400	N/A	$756,000

Mr. Gary Lunsford, Zoo Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Acevedo and Fierro commented,

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Mr. Sasho Andonoski, Director of Management and Budget

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

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

31. **ITEM:** Discussion and action to approve the FY 2025-2026 Annual Internal Audit Plan.

Mr. Miguel Montiel, Audit Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representative Niño commented.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Maldonado-Rocha, and unanimously carried to **APPROVE** the FY 2025-2026 Annual Internal Audit Plan.

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

……..…….

Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried to **ADJOURN** this meeting at 3:08 p.m.

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

……..…….

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

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

MINUTES FOR REGULAR COUNCIL MEETING

November 4, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

9:00 AM PLEDGE OF ALLEGIANCE

Loretto Academy at the Invitation of City Representative Lily Limón

Frida Vanderpool

MAYOR'S PROCLAMATIONS

Texas Space Coalition - Space Day El Paso!

Radford School's 115th Anniversary

The Veterans Affairs Advisory Committee - 10th Anniversary

Epilepsy Awareness Month

El Paso Veterans Small Business Week

10:00 AM ROLL CALL

The City Council of the City of El Paso met on the above time and date. The meeting was called to order at 10:00 a.m. Mayor Renard Johnson was present and presiding, and the following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales. Early departure: Deanna Maldonado-Rocha at 12:00 p.m.

INVOCATION BY PASTOR BOBBY GARCIA FROM GRACE CHRISTIAN CHURCH

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

There was no public comment before the items were considered.

CALL TO THE PUBLIC (CITY-RELATED NON-AGENDA ITEMS):

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Mr. Ron Comeau
3. Ms. Barbara Valencia
4. Ms. Wanda Helgesen
5. Ms. Patricia Osmond
6. Mr. Eduardo Chavez

……..…….

NOTICE TO THE PUBLIC

……..…….

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

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

……..…….

1. *Motion made, seconded, and unanimously carried to **APPROVE** the minutes of the Work Session of October 27, 2025.

……..…….

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

……..…….

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

……..…….

CONSENT AGENDA – RESOLUTIONS:

……..…….

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

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

That the Mayor is authorized to sign an Interlocal Agreement between City of El Paso (the “City”), a home rule municipal corporation, and the Camino Real Regional Mobility Authority (the “Authority”) for the Authority to develop the Medical Center of Americas Placemaking Guidelines Project (the “Project”), with the City providing $68,000.00 towards the Project. The term of the Interlocal Agreement shall expire June 1, 2027, unless terminated earlier as provided in the Interlocal Agreement.

……..…….

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

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

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso, and WSP USA, Inc., a New York, USA, foreign for- profit corporation, authorized to transact business in Texas, for a project known as "2025-0508R Geotechnical and Material Testing Services for the Sean Haggerty Extension Drive and Bridge Construction” for an amount not to exceed $446,190.00.

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

In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services.

……..…….

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

WHEREAS, pursuant to Section 2256.005 of the Texas Government Code, the City is required to review its Investment Policy on an annual basis; and

WHEREAS, the City has reviewed its Investment Policy and as a result of such review desires to restate and amend the City's Investment Policy.

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

That the City hereby adopts the restated and amended City of El Paso FY 2026 Investment Policy, which is attached hereto as Exhibit "A"** and incorporated herein by reference.

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

……..…….

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

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

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

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

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

1 SPANISH COURTS, LOT 33 (PRIVATE OPEN AREA) (4683.72 SQ FT), City of El Paso, El Paso County, Texas, PID #S564-999-0010-3300

to be $564.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SIXTY FOUR AND 00/100 DOLLARS ($564.00) to be a lien on the above described property, said amount being due and payable within ten (10) days

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

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, AT&T WIRELINE HOLDING 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:

Lot 22-A (2405.04 Sq Ft), Block 82, West Hills #22 (Amend Plat #2) Subdivision, City of El Paso, El Paso County, Texas, PID #W145-999-0820-22A0

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CALDERON XIADANY, 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:

7416 Alameda Ave, more particularly described as 26, YSLETA TR 5-A (1.17 AC), City of El Paso, El Paso County, Texas, PID #Y805- 999-0260-0501

to be $327.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SEVEN AND 00/100 DOLLARS ($327.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PINA VICTOR M & CONSUELO, 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:

10232 Suez Ave, more particularly described as Lot 11 (8925 Sq Ft), Block 134, Eastwood Heights #H Subdivision, City of El Paso, El Paso County, Texas, PID #E222-999-1340-5100

to be $348.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of May, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY EIGHT AND 50/100 DOLLARS ($348.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARTINEZ ROBERTO & ROSE 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:

10733 Aquamarine Dr, more particularly described as Lot 15, Block 4, Shearman Subdivision, City of El Paso, El Paso County, Texas, PID #S363-999-0040-2900

to be $342.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY TWO AND 50/100 DOLLARS ($342.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, NATIONAL GUARD ARMORY, 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:

9100 N Gateway Blvd, more particularly described as Lot 1 (Exc Nly Pt) (10.8000 Ac), Block 1, Castner Range Subdivision, City of El Paso, El Paso County, Texas, PID #C232-999-0010-0100

to be $518.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26th day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED EIGHTEEN AND 50/100 DOLLARS ($518.50)
to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARTINEZ ANASTACIO F & KEL, 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:

9228 Mount San Berdu Dr, more particularly described as Lot 9 (6630 Sq Ft), Block 10, Tobin Park #1 Subdivision, City of El Paso, El Paso County, Texas, PID #T527-999-0100-3300

to be $574.50, 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 March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SEVENTY FOUR AND 50/100 DOLLARS ($574.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ROBINSON MERCINE 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:

9920 Audobon St, more particularly described as 54, MILAGRO HILLS #5 N 36 FT OF 6 & S 47 FT OF 7 (8300 SQ FT), City of El Paso, El Paso County, Texas, PID #M425-999-0540-2500

to be $1426.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND FOUR HUNDRED TWENTY SIX AND 00/100 DOLLARS ($1426.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

14303 Spanish Point Dr, more particularly described as Lot 12 (4845.75 Sq Ft), Block 173, Tierra Del Este #49 Subdivision, City of El Paso, El Paso County, Texas, PID #T287-999-1730-1200

to be $413.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTEEN AND 00/100 DOLLARS ($413.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANTANA MICHAEL 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:

14232 Silver Point Ave, more particularly described as Lot 26, Block 264, Tierra Del Este #62 Subdivision, City of El Paso, El Paso County, Texas, PID #T287-999-2640-2600

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DE LA CRUZ LUIS H, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In

accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

PALO VISTA LOT 70, City of El Paso, El Paso County, Texas, PID #P189-999-000B-4100

to be $512.50, 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 5th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED TWELVE AND 50/100 DOLLARS ($512.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GUTIERREZ DAVID JR & 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:

WELLS PARK LOT 33, City of El Paso, El Paso County, Texas, PID #W123-999-000A-5900

to be $512.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED TWELVE AND 00/100 DOLLARS ($512.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, NAVAR CULTURE 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:

354 VISTA DEL SOL #79 PT OF 1 BEG 516.24 FT WLY OF NEC (298.34 FT ON ST-200.01 FT ON ELY-305.98 FT ON SLY-200.01 FT ON WLY) (60443.47 SQ FT), City of El Paso, El Paso County, Texas, PID #V893-999-3540-0210

to be $671.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED SEVENTY ONE AND 00/100 DOLLARS ($671.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

11614 Chito Samaniego Dr, more particularly described as 4 VISTA GRANADA #1, LOT 5 & ELY 10.36 FT OF 4 (12498 SQ FT), City of El Paso, El Paso County, Texas, PID #V894-999-0040-0900

to be $383.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY THREE AND 00/100 DOLLARS ($383.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

7848 Parral Dr, more particularly described as Lot 13, Block 14, Ranchland Hills Subdivision, City of El Paso, El Paso County, Texas, PID #R200-999-0140-9700

to be $457.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY SEVEN AND 00/100 DOLLARS ($457.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ORTIZ GILBERTO 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:

9228 Tenango Dr, more particularly described as 12, COLONIA DEL VALLE, 11 EXC TRIA ON SW (119.12 FT ON SW-1.5 FT ON N-118.99 FT ON NE) (8235 SQ FT), Block Subdivision, City of El Paso, El Paso County, Texas, PID #C732-999-0120-2100

to be $330.00, 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 2nd day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY AND 00/100 DOLLARS ($330.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, THE KISTENMACHER TRUST, 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:

9525 Desert Ridge Dr, more particularly described as Lot 20, Block 1, Desert Ridge Subdivision, City of El Paso, El Paso County, Texas, PID #D458-999-0010-4100

to be $676.50, 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 May, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED SEVENTY SIX AND 50/100 DOLLARS ($676.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANCHEZ-ROMERO YASSEL, 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:

10216 Montwood Dr, more particularly described as 83, EASTWOOD HEIGHTS #E, E 77.8 FT OF 8 (9336.00 SQ FT), City of El Paso, El Paso County, Texas, PID #E222-999-0830-4100

to be $458.50, 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 10th day of May, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY EIGHT AND 50/100 DOLLARS ($458.50) 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.

……

CONSENT AGENDA – BOARD APPOINTMENTS:

……

7. *Motion made, seconded, and unanimously carried to **APPOINT** Josette Pelatan to the City Accessibility Advisory Committee by Representative Chris Canales, District 8.

……

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

……

8. ORDINANCE 019810

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACTS 1K2, 1J3, & TRACT 1J1B, BLOCK 10, UPPER VALLEY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM G-MU (GENERAL MIXED USE) TO C-1 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

Mr. Luis Zamora, Chief Planner and Zoning Administrator, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Motion duly made by Mayor Pro Tempore Chávez, seconded by Representative Maldonado-Rocha, and carried that the Ordinance be **ADOPTED.**

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

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

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

……..…….

9. ORDINANCE 019811

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF THE NORTH 193 FEET OF THE EAST ONE-HALF OF LOT 153, SUNRISE ACRES NO. 2, 4806 ATLAS AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO A-2 (APARTMENT). 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.

Mr. Luis Zamora, Chief Planner and Zoning Administrator, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Motion duly made by Representative Acevedo, seconded by Representative Maldonado-Rocha, and carried that the Ordinance be **ADOPTED.**

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

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

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

……..…….

The City Council Meeting was **RECESSED** at 11:42 a.m. to convene the Mass Transit Department Board meeting.

The City Council Meeting was **RECONVENED** at 11:49 a.m.

……..…….

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

……..…….

10. ITEM: Discussion and action directing the City Manager and City Attorney to review the Solid Waste lien process and to take the necessary actions to extend the current period of time allotted to assure the public has ample notice and opportunity to pay the reasonable expenses incurred by the City in weed abatement of private properties to bring them into compliance with Chapter 9.04 of the City Code and avoid solid waste liens being placed on their property.

Representative Maldonado-Rocha presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Chávez, Niño, Fierro, and Limón commented.

The following City staff members commented:

- Ms. Karla Nieman, City Attorney
- Ms. Dionne Mack, City Manager
- Mr. Nicholas Ybarra, Environmental Services Director

1ST MOTION
Motion made by Representative Maldonado-Rocha, seconded by Representative Chávez, and carried to **AMEND** the motion by striking out the following language ***"…and to take the necessary actions to extend the current period of time allotted"***.

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

2ND AND FINAL MOTION
Motion made by Representative Maldonado-Rocha, seconded by Representative Chávez, and carried to **DIRECT** the City Manager and City Attorney to review the Solid Waste lien process to assure the public has ample notice and opportunity to pay the reasonable expenses incurred by the City in weed abatement of private properties to bring them into compliance with Chapter 9.04 of the City Code and avoid solid waste liens being placed on their property.

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

……..…….

11. ITEM: Discussion and action to direct the City Manager to issue a solicitation for a consultant to assess the Purchasing and Strategic Sourcing Department. The solicitation should provide for best practices, findings, recommendations, revisions and updates to existing processes, policies and manuals to ensure continued compliance with regulations.

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

Ms. Dionne Mack, City Manager, commented.

The following members of the public commented:

1. Ms. Patricia Osmond
2. Ms. Angelica Rosales
3. Mr. Joe Rosales

1ST MOTION
Motion made by Representative Maldonado-Rocha, seconded by Representative Chávez, and unanimously carried to **AMEND** the motion by inserting the following language at the end:

"*The consultant shall also review, incorporate, and build upon the feedback and work already completed, including input provided by City Council members during the Work Sessions conducted on July 21, 2025, August 4, 2025, and August 18, 2025; feedback received from the Construction Procurement Feedback Forum; the upcoming Professional Services Procurement Feedback Forum; and any additional input from relevant community stakeholders.*

Both the Construction Procurement Feedback Forum and the Professional Services Procurement Feedback Forum must be convened prior to the completion of the consultant's final deliverables, whether in the form of a report, a set of recommendations, or other work product, and the consultant's final deliverables shall include and reflect the feedback gathered through these forums and other stakeholder engagement processes."

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

2ND AND FINAL MOTION
Motion made by Representative Fierro, seconded by Representative Niño, and unanimously carried to **DIRECT** the City Manager to issue a solicitation for a consultant to assess the Purchasing and Strategic Sourcing Department. The solicitation should provide for best practices, findings, recommendations, revisions and updates to existing processes, policies and manuals to ensure continued compliance with regulations.

The consultant shall also review, incorporate, and build upon the feedback and work already completed, including input provided by City Council members during the Work Sessions conducted on July 21, 2025, August 4, 2025, and August 18, 2025; feedback received from the Construction Procurement Feedback Forum; the upcoming Professional Services Procurement Feedback Forum; and any additional input from relevant community stakeholders.

Both the Construction Procurement Feedback Forum and the Professional Services Procurement Feedback Forum must be convened prior to the completion of the consultant's final deliverables, whether in the form of a report, a set of recommendations, or other work product, and the consultant's final deliverables shall include and reflect the feedback gathered through these forums and other stakeholder engagement processes

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

……

12. **ITEM:** Discussion and action to direct the City Manager to appoint a member to begin the process of mobilizing community partners and identifying funding sources to develop an advanced workforce training program for youth and adults through the establishment of a Northeast Advanced Skills Development Center, and identify potential funding sources to support this initiative.

Representatives Chávez, Boyar Trejo, Niño, Fierro, and Canales commented.

The following City staff members commented:

- Ms. Mirella Tamayo, Economic and International Development Assistant Director
- Ms. Dionne Mack, City Manager

Motion made by Representative Boyar Trejo, seconded by Representative Acevedo, and carried to **DIRECT** the City Manager to appoint a member to begin the process of mobilizing community partners and identifying funding sources to develop an advanced workforce training program for youth and adults through the establishment of a Northeast Advanced Skills Development Center, and identify potential funding sources to support this initiative.

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

……..……

13. **ITEM:** Discussion and action to direct the City Manager to begin a process to establish community partnerships aimed at developing a training and mentoring program for veteran entrepreneurs, and to coordinate the provision of support services to ensure veterans have the tools and resources necessary to succeed, and identify potential funding sources to support this initiative.

Representatives Boyar Trejo and Canales commented.

Ms. Dionne Mack, City Manager, commented.

Ms. Laura Butler, citizen, commented.

Motion made by Representative Boyar Trejo, seconded by Representative Chávez, and unanimously carried to **DIRECT** the City Manager to begin a process to establish community partnerships aimed at developing a training and mentoring program for veteran entrepreneurs, and to coordinate the provision of support services to ensure veterans have the tools and resources necessary to succeed, and identify potential funding sources to support this initiative

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

……..……

REGULAR AGENDA – OTHER BUSINESS:

……..……

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

WHEREAS, on July 1, 2024, the El Paso City Council approved a Resolution authorizing the allocation of funds from capital asset sales to fund the City of El Paso's local match obligations for projects identified in the El Paso Metropolitan Planning Organization -

Transportation Policy Board's RMS 2050 MTP and RMS 2023-2026 TIP, which included the Sean Haggerty Extension Project in the amount of $6,800,000.00 (the "Resolution of July 1, 2024"); and

WHEREAS, for clarity and reference, an executed copy of the Resolution of July 1, 2024 is attached hereto as **Attachment "A"**; and

WHEREAS, on October 28, 2025, the City Council approved a Resolution authorizing the execution of a loan agreement for $7,364,000.00 with the State Infrastructure Bank, with such loan funds to be used, in part, to fund the local match costs of the Sean Haggerty Extension Project; and

WHEREAS, the City Council desires to rescind its approval of the use funds from the sale of capital assets for the Sean Haggerty Extension Project, due to the availability of State Infrastructure Bank loan funding for this purpose.

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

That City Council approval granted in the Resolution of July 1, 2024 to allocate funds from capital asset sales to fund the City of El Paso's local match obligation for the Sean Haggerty Extension Project in the amount of $6,800,000.00 is hereby rescinded, due to the availability of State Infrastructure Bank loan funding for this purpose.

That, except as herein modified, the Resolution of July 1, 2024 remains in full force and effect.

Attachment A

Resolution

WHEREAS, The City of El Paso ('City") is part of The El Paso Metropolitan Planning Organization (EPMPO); the metropolitan planning organization for El Paso County, Texas, southern Dona Ana County, New Mexico, and a portion of Otero County, New Mexico; and

WHEREAS, on January 20, 2023, the EPMPO Transportation Policy Board (the '·TPB..) unanimously approved amending the RMS 2050 MTP and RMS 2023-2026 TIP which included various projects throughout the City of El Paso ("City MTP & TIP Projects"); and

WHEREAS, the City had previously not identified funds to meet the local funding contribution and match obligations ('•City MPO Match") associated with the RMS 2050 MTP and RMS 2023-2026 TIP required to implement the projects in the City; and

WHEREAS, the current shortfalls for FY24 and FY25 are estimated at ($6.890,000.00) and **$1** l,l81,092.60 respectively: and

WHEREAS, City anticipates having funds available from capital asset sales to pay for completion of the MPO match projects;

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

That the City Council hereby approves the allocation of funds from capital asset sales to fund the City MPO Match for the purpose of funding the completion of projects benefitting the City as identified in the RMS 2050 MTP and RMS 2023-2026 TIP: and

That said allocation from capital asset sales will be encumbered only in amounts realized by the City upon the closing of the various capital asset sales; and

That the City Manager be authorized to execute any and all documents required to effectuate the above-described City MTP & TIP Projects; and

That the City Manager or designee is authorized to establish the funding sources, once available through capital asset sales, and make any budget transfers necessary to provide City MPO Match required to pursue the City MTP & TIP Projects.

Representative Chávez commented.

The following City staff members commented:

- Mr. Joaquin Rodriguez, Grant Funded Programs Director
- Mr. Robert Cortinas, Chief Financial Officer

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

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

……..…….

15. ITEMS 15 THROUGH 17 WERE TAKEN TOGETHER

R E S O L U T I O N

That the City Manager, or designee, is authorized to effectuate the purchase and closing of the property commonly known as 311 West Overland Avenue, El Paso, Texas, and legally described, in part, as a portion of Block 31, Mills Map Addition, situated within the corporate limits of the City of El Paso, El Paso County, Texas, including any and all improvements located on the property, for $864,800.00.

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

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

That the City Manager, or designee, is authorized to effectuate the purchase and closing of the property commonly known as 315 West Overland Avenue, El Paso, Texas, and legally described, in part, as a portion of Block 31, Mills Addition, including any and all improvements located on the property, for $1,988,991.00.

Further, that the City Manager, or designee, is authorized to: (1) execute a Contract of Sale with Lynx Industries, Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all

rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary to ensure the purchase and closing of the property.

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

That the City Manager, or designee, is authorized to effectuate the purchase and closing of the property comprised of 0.2107 acres on West San Antonio Avenue, a portion of Block 25, Mills Addition (PID 93782), for $320,000.00.

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

Ms. MaryLou Espinoza, Capital Assets Manager, and Mr. Ben Fyffe, Cultural Affairs Managing Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Mr. Robert Cortinas, Chief Financial Officer

Motion made by Representative Canales, seconded by Representative Acevedo, and carried to **APPROVE** the Resolutions.

AYES: Representatives Chávez, Acevedo, Boyar Trejo, Niño, Fierro, and Canales
NAYS: Representative Limón
NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

……..…….

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

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

WHEREAS, the Community and Human Development Department of the City of El Paso desires to apply for the Texas Health and Human Services Healthy Community Collaborative (HCC) Grant Program; and

WHEREAS, the City of El Paso is requesting grant funding in the amount of $15,000,000.00, with a $500,000.00 cash match and $956,700.00 as in-kind match required from the City, and $13,543,300.00 as in-kind match contributions from Program Partners, for the El Paso Helps Project.

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

1. The El Paso City Council authorizes the submission of an application to the Texas Health and Human Services Healthy Community Collaborative (HCC) Grant Program.

2. The City Manager, or designee, after consultation with the City Attorney, is authorized to sign any documents necessary for the proper submission of the Application including any documents necessary to accept a grant resulting from the Application; to explore funding sources and partnerships that leverage the strength of the Application and any grant resulting from the Application; conduct any revisions to the project scope of work, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant.

Ms. Nickole Rodriguez, Community and Human Development Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez, Boyar Trejo, Niño, Limon, and Canales commented

Ms. Dionne Mack, City Manager, commented

Mr. John Martin, citizen, commented.

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

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

……..…….

Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried to **ADJOURN** this meeting at 12:58 p.m.

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

……..…….

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

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

CITY COUNCIL WORK SESSION MINUTES
November 3, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 A.M.

……

The City Council met at the above place and date. The meeting was called to order at 9:00 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, and Art Fierro. Late arrival: Lily Limón and Chris Canales. at 9:01 a.m.

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AGENDA

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1. Presentation and discussion on an update on the FY 2025 Year-in-Review Report, Quality of Life, Public Safety and Community Progress Bonds, Capital Programs, and overview of the priorities of the City's Capital Improvement Program.

Mr. Gilbert Guerrero, Assistant Director of Capital Improvement, presented a PowerPoint presentation. (copy on file in the City Clerk; 's Office).

Mayor Johnson commented.

Ms. Dionne Mack, City Manager, commented.

NO ACTION was taken on this item.

……

2. **RESOLUTION**

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

A Resolution authorizing the city manager to sign the Memorandum of Understanding between the city of El Paso, the El Paso Community Foundation, and UNICEF USA to set out the ways in which the City of El Paso will participate in the UNICEF Friendly Cities Initiative and the ways in which UNICEF USA will support the City of El Paso to receive recognition as a UNICEF Child-Friendly City.

WHEREAS, on April 28, 2025 City Council approved a resolution to pursue the designation of a UNICEF Child Friendly City and authorized City staff to initiate the formal process in partnership with UNICEF, and

WHEREAS, the City of El Paso affirms its commitment to advancing the rights and well-being of children and youth by supporting the principles of the UNICEF Child Friendly Cities Initiative, and

WHEREAS, on August 19, 2025, City Council approved a motion to direct the City Manager and City Attorney to draft a Memorandum of Understanding to formalize the partnership between the City of El Paso and UNICEF USA.

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

That City Council authorizes the City Manager to sign the Memorandum of Understanding between the City of El Paso, the El Paso Community Foundation, and UNICEF USA.

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

Mayor Johnson and Representatives Acevedo, Boyar Trejo, and Limón commented.

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

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

……

EXECUTIVE SESSION

Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION,** at 9:29 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

Motion made by Representative Maldonado-Rocha, seconded by Representative Limón, and unanimously carried to **ADJOURN** the Executive Session at 10:42 a.m. and **RECONVENE** the meeting of the City Council

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

……

EX1. Discussion on economic development opportunities in Downtown El Paso, Texas HQ#25-4395 (551.087)

NO ACTION was taken on this item.

……

EX2. Discussion on economic development opportunities in Downtown El Paso, Texas HQ#25-5376 (551.087)

NO ACTION was taken on this item.

……

Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the meeting at 10:43 a.m.

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

……

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

File #: 25-101, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

File #: 25-1356, **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
Capital Improvement Department, Yvette Hernandez, (915) 212-0065
Airport, Tony Nevarez, (915) 474-2424

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager, or designee, to sign an Agreement for Professional Services by and between the CITY OF EL PASO and RS&H, for a project known as "Civil Engineering Services for the El Paso International Airport Security Identification Display Area (SIDA) Ramp Expansion" for an amount not to exceed $697,936.47; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $797,936.47; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

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

DEPARTMENT: AVIATION

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez, City Engineer **PHONE NUMBER:** 1-915-212-1860

2nd CONTACT PERSON NAME: Tony Nevarez, Aviation Director **PHONE NUMBER:** 1-915-474-2424

DISTRICT(S) AFFECTED: Three

STRATEGIC GOAL:

No. 1: Cultivate an Environment Conducive to Strong, Economic Development

SUBGOAL:

1.4: Grow the core business of air transportation.

SUBJECT:

A resolution authorizing the City Manager, or designee, to sign an Agreement for Professional Services by and between the CITY OF EL PASO and RS&H, for a project known as "Civil Engineering Services for the El Paso International Airport SIDA Ramp Expansion" for an amount not to exceed $697,936.47; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $797,936.47; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

The Security Identification Display Area (SIDA) is a controlled portion of the airport where personnel and contractors must continuously display proper identification, in compliance with Transportation Security Administration (TSA) regulations. SIDA ramps are a critical part of this secure zone, providing aircraft parking and facilitating loading and unloading operations. This project will expand the current SIDA ramp to support uninterrupted ramp operations, and ensure ongoing compliance with TSA security requirements.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: $697,936.47
Funding Source: $697,936.47 Airport Enterprise
Account: 562-3010/580270-62335-

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Juan Antonio Nevarez Digitally signed by Juan Antonio Nevarez Date: 2025.08.28 13:49:12 -06'00'

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

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and RS&H, Inc. a professional limited liability company, for a project known as "Architect and Engineering Services for the El Paso International Airport SIDA Ramp Expansion" for an amount not to exceed $697,936.47; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $797,936.47; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS _____ DAY OF _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez, P. E.
City Engineer

HQ 5568 | Tran #617829 | CID
RS&H, Inc.- 2025-0417 R SIDA Ramp Expansion- A&E Agreement- Resolution
RAB

CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2025-0417
AE SERVICES FOR THE EPIA SIDA RAMP EXPANSION

CONSULTANT	GARVER	LOCHNER	MOLZEN CORBIN	PARKHILL	RS&H
Rater 1	68	62	45	63	71
Rater 2	71	56	53	70	73
Rater 3	74	63	61	69	76
Total Rater Scores	**213**	**181**	**159**	**202**	**220**
References	10.0	9.9	6.5	7.4	6.5
Overall Score:	**223.0**	**190.9**	**165.5**	**209.4**	**226.5**
	2	4	5	3	1

Rankings	Consultant
1	RS&H
2	GARVER
3	PARKHILL

Rankings	Consultant
4	LOCHNER
5	MOLZEN CORBIN

THE STATE OF TEXAS)
) **AN AGREEMENT FOR**
COUNTY OF EL PASO) **PROFESSIONAL SERVICES**

This Agreement is made on this _____ day of _____, 2025 by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and RS&H, Inc., a Florida, USA, Foreign For-Profit Corporation professional limited liability company, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as **"Architect and Engineering Services for the El Paso International Airport SIDA Ramp Expansion"** hereinafter referred to as the **"Project"**, as further described in **Attachment "A"**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I.
ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration (FAA) Contract Provisions

ARTICLE II.
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "A"**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment "D"**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III.
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **$697,936.47** for all basic services and reimbursables performed pursuant to this Agreement.

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

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **$50,000.00,** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B".** Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocated is **$24,780,000.00**, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A".** The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%),** the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV.
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C" and "D".**

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V.
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment "E"**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

> "The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **Commercial General Liability**
$1,000,000.00 Per Occurrence
$1,000,000.00 Products/Completed Operations
$1,000,000.00 Personal and Advertising Injury

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of $1,000,000.00 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI.
FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to

submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

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

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the

Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII.
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and

design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	RS&H, INC. Attn: Ana Lopez 13750 San Pedro Avenue, Suite 300 San Antonio, Texas, 78232

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez, City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My commission expires:

_____

(Signatures begin on following page)

Docusign Envelope ID: 39EF7E1C-E0E0-4155-BE81-C700089E72B0

CONSULTANT:
RS&H, Inc.

By: DocuSigned by: _____
9378CE57411A458...
Name: ~~Amanda O'Krongley~~ Elliot Neph
Title: Vice President

ACKNOWLEDGEMENT

THE STATE OF _____ §
§
COUNTY OF _____§

This instrument was acknowledged before me on this 28th day of October, 2025 by Lisa M. Morris, on behalf of RS&H, Inc..

_____
Notary Public, State of Texas

My commission expires:

4-12-2029

Notary Public State of Texas
Lisa Michelle Morris
My comm. exp. 04/12/2029
Notary ID 131085350

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT A

El Paso International Airport

SIDA Ramp Expansion
Design, Bidding, and Construction Phase Services

PROJECT PROPOSAL / SCOPE OF SERVICES

RS&H Project No: 10230038000

RS&H, Inc.
12500 San Pedro Ave Suite 601
San Antonio, Texas 78216
210-310-4800

TBPE Registration. No. F-3401

ATTACHMENT A

PROJECT PROPOSAL / SCOPE OF SERVICES

This scope of services describes the services to be provided by RS&H, Inc. ("RS&H" or "Consultant") to the El Paso International Airport ("EPIA" or "Client") for professional design, bidding, and construction administration services of the SIDA Ramp Expansion ("Project") in the City of El Paso, Texas ("City"). The proposed fee for this Project is as shown in Attachment B.

1. Project Description

The project generally consists of the scope elements listed below. The project scope elements and project limits of the site are as depicted in Figure 1.

- Ramp Expansion of approximately 23,957 square yards of aircraft rated asphalt pavement – shown in yellow in Figure 1



Figure 1 – SIDA Ramp Expansion Approximate Limits

The following professional disciplines/services/specialties are expected to play a significant role in the development of the Project:

- Project Management
- Civil Engineering
  - Pavement Design
  - Pavement Markings
  - Erosion control and Best Management Practices ("BMPs")
  - Drainage Design
- Planning
  - Aircraft Parking Layout
  - Airport Layout Plan (ALP) Update

- Electrical Engineering
  - Airfield Lighting and Signage
- Surveying
  - Topographical
- Geotechnical
- Engineer's Opinion of Probable Cost
- Phasing and Constructability

The Consultant design team is made up of the following professionals:

- RS&H – Civil, Structural, Airfield Electrical
- Barragan & Associates, Inc. – Topographic Survey
- CQC Testing and Engineering, LLC – Geotechnical Survey
- Omega Engineering, Inc. – Utilities and Permitting

The Project consists of the following components:

- General coordination
- Project phasing
- Safety and security
- Dimensional control plan
- Boring layout plan
- Site Plan
- Existing conditions and demolition requirements
- Geometric layout of proposed ramp pavements
- Pavement profiles and cross sections
- Paving plan and elevation grids
- Site grading and drainage
- Utility management / relocations
- Airfield electrical design
- Drainage area maps
- Drainage calculations (excluding modeling)
- Pavement markings and taxiway lighting and signage
- Erosion control and Stormwater Pollution Prevention ("SWPPP") Best Management Practices ("BMPs")
- Restoration of disturbed limits of the site
- Project details and element descriptions
- Site-specific Construction Safety Phasing Plan ("CSPP")
- Site-specific Construction Management Plan ("CMP")
- Permit Coordination
- FAA and Tenant Coordination

The known utilities in the project area are a communication fiber optic line, a power line, and a storm sewer pipe. The Airport will provide record drawings showing the location of these utilities.

The Consultant's design is intended to exercise the reasonable standard of care to comply with local, state, and federal codes. If standards conflict, the most stringent standard will govern. The Project components

will be evaluated and designed to the following publications and standards, latest published edition at time of contract execution, as applicable:

- *FAA AC 150/5300-13, Airport Design*
- *FAA AC 150/5320-5, Surface Drainage Design*
- *FAA AC 150/5320-6, Airport Pavement Design and Evaluation*
- *FAA AC 150/5340-1, Standards for Airport Markings*
- *FAA AC 150/5340-18, Standards for Airport Sign Systems*
- *FAA AC 150/5340-30, Design and Installation Details for Airport Visual Aids*
- *FAA AC 150/5345-46 Specification for Runway and Taxiway Light Fixtures*
- *FAA AC 150/5370-2, Operation Safety on Airports During Construction*
- *FAA AC 150/5370-10, Standards for Specifying Construction of Airports*
- *FAA 70/7460-1, Obstruction Marking and Lighting*
- *FAA FAARFIELD*
- OSHA – Occupational Safety and Health Administration
- National Fire Protection Agency (NFPA)
- Other relevant Applicable Federal Aviation Administration (FAA) Advisory Circulars for design and construction not listed above

Project drawings will be prepared in AutoCAD format.

Resident Project Representative ("RPR") Services, Construction Materials Acceptance Testing, and Construction Staking, are not components of this proposal.

This scope of services assumes that all proposed project design elements will be constructed in one (1) project. There is significant overlap between design items in each task, and the fee proposal reflects that. Deviations from these assumptions once notice has been given to the Consultant to begin the services of this contract may require a change to the Project scope and additional fees.

Deletion of a task(s) or the requirement for additional services not specifically noted herein as part of the Consultant's scope will require re-evaluation of the proposed design fees.

2. Project Elements

The following is a listing of elements of the design project:

- Data Collection and Site Observation
    - The Consultant will obtain and review record drawings associated with the project site, as may be available from the Client.
    - The Consultant will obtain and review applicable design standards. For this project, FAA and City standards are anticipated to be the governing documents.
    - The Consultant will conduct a topographic survey of the survey monuments and location of visible site elements. The Consultant will prepare a three-dimensional model of the existing ground elevations. Topographic survey is anticipated to be performed during daytime operations.
    - The Consultant will conduct a geotechnical exploration program consisting of four (4) borings to a depth of ten (10) feet within the proposed development area. Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil

classification and to measure engineering properties. Laboratory testing is expected to consist of moisture content, Atterberg limits, fines content, soluble sulfate content, and unconfined compression strength testing. The actual laboratory program will depend upon the type of soils encountered. The geotechnical exploration is anticipated to be performed during daytime operations.

- Subsurface utility engineering (SUE) services are not components of this proposal. The intent will be to locate utilities via review of record drawings and topographic survey of visible site elements. The Contract Documents will require the Contractor to perform recommended test hole verifications.
- The Consultant will visually observe the project limits of the site and document overall visible conditions within the project limits of the site as part of the design.
- The Consultant will provide an overview of existing conditions and required demolition in order to construct for the proposed development.

✈ General

- The Consultant will provide general plan sheets for the Project (Cover Sheet, Sheet Index, General Notes, Dimensional Control Plans, Boring Layout Plan) in accordance with the applicable design standards.

✈ Geometrics and Site Design

- The Consultant will provide the geometric design of the ramp pavements. The Consultant will utilize *FAA AC 150/5300-13B, Airport Design,* to establish criteria, latest published edition at time of contract execution.
- The Consultant will perform the grading design for the site.
- The Consultant will provide design pavement markings required for the site in accordance with *FAA AC 150/5340-1, Standards for Airport Markings*, latest published edition at time of contract execution.

✈ Pavement Design

- The Consultant will provide ramp pavement strength and material design recommendations in accordance with the FAA's *FAARFIELD* standard thickness design software and *FAA AC 150/5320-6, Airport Pavement Design and Evaluation,* design guidelines, latest published edition at time of contract execution. The Consultant will coordinate with the Client's staff, FAA control tower personnel, and tenants to determine the appropriate aircraft fleet mix to be used in the ramp pavement design. It is anticipated the Client will provide final approval of the aircraft fleet mix to be used.
- SIDA Ramp pavement will consist of a new asphalt pavement section.
- The Consultant will provide pavement profiles and cross sections for the affected pavements.

✈ Airfield Electrical Improvements

- The Consultant will provide analysis and direction for the anticipated airfield lighting and signage modifications to accommodate the new airfield geometry resulting from this Project, in accordance with applicable FAA design guidelines.

- The Consultant will provide analysis and direction for the anticipated updates to the airfield electrical vault, as required. The Consultant will review regulator capacities and conditions for affected circuits.

✈ Drainage Design

- The Consultant will perform the site-specific drainage design for the proposed development. Drainage design will be developed for the extent of the development boundary, limited to the drainage areas directly upstream and downstream of the project construction limits of the site and bound by surrounding pavements. The Consultant will develop storm sewer layouts, sizing, and calculations of pre- and post-development flows from the site, utilizing the Rational Method (Q=CiA). The Consultant will utilize *FAA AC 150/5320-5D, Surface Drainage Design* and the City's *Drainage Criteria Manual,* to establish criteria. The design will consist of, as applicable, a drainage plan, profiles, details, and pre- and post-development drainage maps. Required upstream and/or downstream modifications or improvements beyond the limits of the site are excluded from this scope of services.
- Detention, aboveground, subsurface, or otherwise, is excluded from this scope of services.
- Drainage modeling is excluded from this scope of services.
- No underdrains are anticipated to be installed for new / rehabilitated pavements. Underdrain design is excluded from this scope of services.

✈ SWPPP / Erosion Controls

- The Consultant will prepare applicable SWPPP plan sheets for the Contractor to use in procurement of the stormwater construction permits. A detailed SWPPP report along with Contractor preferred Best Management Practices ("BMPs"), the Notice of Intent ("NOI"), the Notice of Termination ("NOT"), and submission to the TCEQ will be prepared by others and is excluded from this scope of services.

✈ Phasing / Safety and Security

- The Consultant will review and analyze the following: potential impacts to safety and operational safety associated with aviation related areas in accordance with applicable professional standards; Airport Operations Area ("AOA") ingress/egress routes; aircraft movement areas; coordination; pavement markings; airfield lighting and signage; construction staging areas; vehicles crossing active pavements procedures; Notices to Airmen ("NOTAMs"); jet blast-prop-wash; night-time construction lighting; dust control; hauling of debris; and equipment parking. The analysis will not address the study of visibility, line of sight issues involving permanent structures, the analysis of interference with communications and surveillance equipment, or environmental studies.
- The Consultant will prepare a site-specific CSPP in general conformance with *FAA AC 150/5370-2, Operational Safety on Airports during Construction*, latest edition.

✈ Utility Coordination and Design

- The Consultant will design utility relocations with the intent to reduce modifications without compromising design standards. Existing utility crossings that may require modification are airfield electrical, a communication fiber optic line, a power line, and a storm sewer pipe.
- The Consultant will notify the City of utilities that will require relocation.

- Construction documents will clearly show existing and proposed utility lines and utility company contacts.
- The Consultant will obtain and submit utility clearance letters from each of the affected utility companies.

✈ Permitting

- National Environmental Policy Act ("NEPA") documentation has previously been performed by others for this Project. The NEPA documentation for SIDA Ramp Expansion was performed by the Client's staff. NEPA documentation is not a component of this scope of services.
- The Consultant will submit required documents to the City Planning and Inspections Department for review during the final design phase with the intent to obtain approval from the City Planning and Inspections Department before the construction documents are submitted for bid advertisement. The Consultant will follow up the review process with the City Planning and Inspections Department and will pick up approved documents and store them. The Consultant will not be responsible for pulling a construction permit; this will be performed by others and is excluded from this scope of services.
- No other permits are anticipated for this Project. No other permits than those specifically identified in this scope will be coordinated or applied for by the Consultant.

✈ Construction Administration Phase Services

- Construction Phase Document Control, RPR services, construction materials acceptance testing, construction staking, and/or any other construction-related services are not a component of this scope of services and are anticipated to be performed by another Consultant.
- The Consultant will review the Contractor's technical submittals related to their specific scopes designed as Engineer of Record.
- The Consultant will respond to questions from the contractor submitted as a Request for Information (RFI) related to their specific scopes designed as Engineer of Record.
- The Consultant will provide advice and recommendations to the Client regarding potential changes orders and / or supplemental agreements.
- The Consultant will review proposed contract changes and provide cost impact analysis related to their specific scopes designed as Engineer of Record.
- The Consultant will review topographic elevation and grade control survey data, provided by either the Contractor's or Consultant's survey teams, and provide appropriate professional interpretation thereof, in comparison to the Conformed Construction Documents.
- The Consultant will participate in weekly construction progress meetings with the Client, the Contractor, the Construction Manager, the Federal Aviation Administration (FAA), and other parties having interest in the project.
- The Consultant will participate in periodic coordination meetings with the Client, the Contractor, the Construction Manager, the FAA, and other parties having interest in the project. Four (4) coordination meetings have been anticipated for this scope of services.
- The Consultant will participate in weekly coordination meetings with the Construction Manager to identify and manage workload needs for the project to be performed by the Consultant's team.

- The Consultant will make periodic site visits throughout the project duration to observe project progress and verify general conformance with construction documents.
- The Consultant will participate in a Substantial Completion Observation and provide a punch list to the Client.
- The Consultant will participate in a Final Observation and provide a punch list to the Client.
- The Consultant will participate in general coordination of the construction project. This is generally consists of correspondence and email/phone coordination.

✈ Closeout Phase Services

- The Consultant will produce and provide electronic format (CAD and PDF) Record Drawings.

3. Basic Services

The Client must authorize services through issuance of a Notice to Proceed ("NTP") for each task. The Consultant will not proceed with the performance of each task until such written notice is provided. The Consultant will perform the following services:

TASK 1 PRELIMINARY DESIGN PHASE SERVICES

Task 1 Preliminary Design Phase Services will be performed on a lump sum basis.

Task 1.01 Perform Project Initiation / Setup

The Consultant will perform appropriate Project initiation and documentation setup in order to appropriately manage the Project. The Consultant will also establish a Quality Control Plan (QCP) and Project Management Plan (PMP) for the project.

Task 1.02 Perform Data Collection and Research

The Consultant will collect and review available data related to the project limits of the site and the proposed improvements. The Consultant will review the Client's files and records to determine relevant information for the Client's staff to provide such as the airport master plan, airport layout plan, pavement evaluation reports, aerial photogrammetry, previous design drawings, existing permits, boundary surveys, development concepts and drawings, surveys, and geotechnical study reports. The Client will provide copies of all pertinent documents including CAD drawings, when available, to the Consultant in a timely manner to allow the project to move ahead efficiently. It is anticipated that the following information will be provided for review:

✈ Taxiway G Record Drawings and CAD Files
✈ Communication Line CAD File

Task 1.03 Obtain Geotechnical Study

The Consultant will collect, review, compile, and summarize available data related to the Project. The Consultant will conduct a geotechnical exploration program, consisting of:

✈ A preliminary summary of the proposed borings is as follows:

Proposed Structure	No. of Borings	Boring Depth (ft)
Airfield Pavement	1	10
Infield	3	10

✈ One (1) pavement core will be performed using the wet-rotary method where required.

- If groundwater is encountered, the groundwater levels within the open boreholes will be recorded at the time of drilling and just after drilling. The boreholes will be backfilled with auger cuttings, bentonite, and patch/grout as applicable.
- Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil/material classification and to measure engineering properties. Laboratory testing is expected to consist of moisture content, Atterberg limits, fines content, unconfined compression strength of soil and rock material, swell potential, sulfate content, organic content, and corrosion testing. The actual laboratory program will depend upon the type of soils/materials encountered.
- Bulk samples will be collected from four (4) select locations. California Bearing Ration (CBR) and Lime Series tests will be performed on the collected bulk samples.
- A geotechnical report will be provided with the following general items:
    - Description of the field exploration program
    - Description of the laboratory testing program
    - Soil boring plan that depicts borehole locations on a base map
    - Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487)
    - Description of site geology based on location of the site on the Geologic Atlas of Texas
    - Depth where groundwater was encountered during drilling and its potential impact on construction
    - OSHA Soil classifications and OSHA trenching and shoring recommendations
    - Preliminary subgrade improvement recommendations for the pavement design
    - Preliminary recommendations on select fill (i.e., material type and compaction) for the airfield pavement and non-structural general fill.

The Consultant will provide a pavement design recommendation following FAA pavement design guidelines. The Consultant will coordinate with the Client's staff, FAA control tower personnel, and tenants to determine the appropriate aircraft fleet mix to be used in the pavement design.

Geotechnical field services are anticipated to be performed during daytime operations escorted by the Airport.

Task 1.04 Obtain Design Topographical Survey

The Consultant will review available land survey and topographic survey data and develop a site survey scope of services. The Consultant will coordinate and review with the survey subconsultant such items as: specific surveying limits; geometric criteria required for topography, profiles and cross-sectional survey of existing project limits of the site, above and below ground utilities and existing site improvements; airfield access/security requirements and surveying schedule.

The following survey efforts will be captured and / or are anticipated:

- Horizontal data will be based on Global Positioning Satellite (GPS) Systems observations. Horizontal data will be based on the North American Datum of 1988 (NAD '88), Texas State Plane Coordinate System, Central Zone (4203) and will be scaled to surface utilizing a Combined Scale Factor of 1.000203614000221.
- Vertical data will be tied to existing benchmarks (to be provided by the Client)
- Where appropriate the following control points (minimum of three) will be set:

- 5/8-inch capped iron rod, 18-inches in length set in the ground.
- Mag Nails set in asphalt.
- 'X' cut in concrete

✈ Cross section / topographic survey of the existing pavement limits of the site and surrounding areas (unpaved) will be obtained on an approximately 50' x 50' grid.

- Ties to the edges of existing pavement
- Ties to underground electrical ductbanks with details on size and identification of what the cables serve
- Natural ground shot at edge of existing pavement

✈ Locate existing underground utilities (marking by others). Texas811 (an underground utility locator service) will be utilized.

✈ Ties to above ground visible utilities.

✈ Ties to signs and marks indicating the location of an underground utility.

✈ Ties to wastewater manholes, providing a tie to the center of the manhole rim, flowline elevation, pipe sizes, direction of flow and material of construction.

✈ Ties to storm drain manholes, providing a tie to the center of the manhole rim, flowline elevation, pipe sizes, direction of flow and material of construction.

✈ Ties to water line appurtenances, fire hydrants, water valves, water meters, irrigation control valves, air release valves, blow-off valves, and other related items.

✈ Ties to traffic control signs.

✈ Ties to existing pavement markings.

✈ Other points of interest within the limits of the project site.

✈ A 3D CAD file will be produced in AutoCAD C3D 2024 along with a .csv file containing points tied and a .xml file

The Consultant will compile the existing survey, utility, and record drawing information and develop existing conditions CAD base sheets of the limits of the project site. The data will be layered onto different drawings as required for the construction drawings.

Topographic survey services are anticipated to be performed during daytime operations and escort to be provided by Airport.

Task 1.05 Development of Ramp Geometry Concepts

The Consultant will incorporate the aircraft fleet mix and the input from the Client to prepare up to three (3) concept alternative solutions for the Project. A preliminary aircraft parking layout will be performed with the endeavor that concepts meet applicable standards. An evaluation criteria worksheet of Pros and Cons will be prepared for Airport consideration. The concepts will be represented in Exhibits.

Task 1.06 Prepare Preliminary Design Documents

The Consultant will prepare Preliminary Design Documents. The design will evaluate and identify specific elements of the Project for a technically and economically sound project. Additive alternates will be developed for bidding to correspond to available budgets.

The Preliminary Design Documents will consist of:

- Plan Sheets
- Project Manual
- Preliminary Engineer's Report (PER)
- Engineer's Opinion of Probable Cost (EOPC)

An anticipated list of drawings is included in Attachment B.

The Consultant will prepare a Project Manual consisting of Technical Specifications, and referenced documents, which may include a Report of Geotechnical Exploration, applicable FAA ACs, and any applicable permitting requirements. Contract documents, a site-specific CSPP, and a site-specific CMP will be included in the project manual in subsequent design phases.

The Consultant will prepare a Preliminary Engineer's Report (PER) generally consisting of a description of the scope of the project, evaluation of design elements, evaluation of design standards, evaluation of applicable requirements of governmental authorities having jurisdiction, evaluation of conceptual schematic layouts and geometric requirements, evaluation of environmental concerns, pavement design recommendations, analysis of the geotechnical study, evaluation of preliminary safety and phasing concepts in accordance with applicable professional standards, the Consultant's (Engineer's) Opinion of Probable Construction Cost ("EOPC"), preparation of a preliminary construction schedule, relevant exhibits to clearly indicate the considerations involved, alternatives available to the Client, and the Consultant's findings and recommendations.

The design will evaluate and identify specific elements of the Project for a technically and economically sound project. Additive alternates will be developed for bidding to correspond to available budgets and flexibility in construction award.

In providing EOPCs, the Consultant has no control over the cost or availability of labor, equipment, or materials, or other local market conditions and that the Consultant's EOPCs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Contractor's work will not vary from the Consultant's EOPC.

Task 1.07 Perform In-House Quality Control Review – Preliminary Design Submittal

The Consultant will conduct an in-house quality control (QC) review of the Preliminary Design Submittal prior to submittal to the Client, the City, and FAA. The review will cover the design deliverables prior to submittal to the Client. The QC review will be performed as follows:

- Independent QC Review – An independent Engineer not actively involved in the Project will review for readability, suitability for bidding, appearance, and acceptability
- Independent Technical Peer Review – For each discipline associated with the Project, an independent Engineer not actively involved in the Project will review the documents for alignment with design methodologies, calculations, and code compliance
- Constructability Review – a comprehensive look at the Project to attempt to verify alignment between plans and specifications, phasing impacts, and potential conflicts
- Discipline Coordination Review – an interdisciplinary review to attempt to verify coordination of elements between disciplines

Task 1.08 Submit Preliminary Design Documents

The Consultant will review the in-house quality control review of the Preliminary Design Documents and incorporate applicable comments into the Preliminary Design Documents. The Consultant will then submit and distribute copies of the draft Preliminary Design Documents to the Client, the City, and FAA for review, comment, and approval to proceed with preparation of the Pre-Final Design Documents. Distribution quantities of the Preliminary Design Documents will be as noted in the DELIVERABLES section of this Proposal.

Task 1.09 Meeting/Presentations

To further the construction progress and coordinate efforts, various meetings are anticipated throughout the construction process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

- **Pre-Design Conference**

  The Consultant will coordinate and attend one (1) pre-design/kick-off meeting with Client and various subconsultants to discuss and solidify (to the extent feasible):

  - Project scope, goals, and client expectations
  - Describe the methods by which the project will be performed
    - Design features, design constraints, design parameters, and local conditions
  - Consider budget and funding availability as it relates to phasing considerations
  - Discuss current condition of systems in question
  - Understand other ongoing projects that may impact the Project
  - Start to develop the design and construction schedule and submittals
  - Communication channels, coordination requirements, and responsibilities
  - Define invoicing requirements (both for Airport as well as processing those for subconsultants)
  - Other related items

  The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings. This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

- **Site Study**

  The Consultant will coordinate and attend one (1) site study meeting with the Client and various subconsultants to review and document the visible conditions of the project site. The Client will attend with knowledgeable staff and provide access to limits of the project site to provide a comprehensive walkthrough. The walkthrough will use the data received in Task 1.02 as the basis for the verification of existing documentation to the extent possible. As part of this task, measurements will be taken to validate existing condition documentation. The Airport is anticipated to escort the Consultant to the project site.

  This meeting is anticipated to be held at the Airport following the pre-design conference.

- **Design Development / Coordination Meetings**

  To further the design, Design Development / Coordination Meetings may be required. These meetings are intended to be “workshop” meetings to discuss design alternatives and requirements. The Consultant will attend these meetings with Client staff, City staff, FAA, Airport users, and other stakeholders, as applicable.

  Two (2) meetings have been anticipated. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings.

- **Utility Coordination Meetings**

  To further the design with respect to utility design, Utility Coordination Meetings may be required. These meetings are intended to be “workshop” meetings to discuss design alternatives and requirements. The Consultant will attend these meetings with Client staff, City staff, utility owners, and other stakeholders, as applicable.

  Two (2) meetings have been anticipated. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings.

- **Ramp Geometry Concept Review Meeting**

  The Consultant will coordinate and attend one (1) Concept Review meeting with the Client, City, FAA, and other attendees, as applicable, to receive comments and direction regarding the Ramp Geometry and Parking Layout. It is expected that one “Preferred Conceptual Alternative” will be selected by the Client within three (3) working days from the presentation. This meeting is anticipated to be held via teleconference and will not require travel by the Consultant. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meeting.

- **Preliminary Design Review Meeting**

  The Consultant will coordinate and attend one (1) Preliminary Design review meeting with the Client, City, FAA, and other attendees, as applicable, to receive comments and direction regarding the PER and subsequent Design Documents. This meeting is anticipated to be held at the Airport and will require travel by the Consultant. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings.

Task 1.10 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and perform the efforts within the proposed time frame.

This task will consist of scheduling, resource allocation, monitoring, oversight, and direction for aspects of the team’s efforts, and assembly and coordination of documentation. The Consultant will perform meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task provides oversight of project components within the Consultant’s scope of services; general correspondence by the Consultant with the Client, the City, and other governmental authorities; coordination of meetings with the Client, the City, and other governmental authorities; and Project reporting.

TASK 2 PRE-FINAL DESIGN PHASE SERVICES

Task 2 Pre-Final Design Phase Services will be performed on a lump sum basis.

Task 2.01 Incorporate Preliminary Design Review Comments

The Consultant will review comments received from the Client's authorized representative(s) from the 60% design submittal reviews and incorporate applicable comments into plan sheets, project manual, Engineer's report, and EOPC. The Consultant will provide a written response on each comment on how it will be incorporated into the documents, or why it was not applicable. Comments that require a significant change in scope from previous direction provided may require an additional scope and fee.

Additional rounds of comments from the Client's authorized representative(s) are considered additional effort and will result in the revision of this scope.

Task 2.02 Prepare Pre-Final Design Documents

The Consultant will prepare Pre-Final Design Documents on the basis of the accepted Preliminary Design Documents. The design will evaluate and identify specific elements of the Project for a technically and economically sound project. Additive alternates will be developed for bidding to correspond to available budgets.

The Pre-Final Design Documents will consist of:

- Plan Sheets
- Project Manual
- PER
- EOPC

An anticipated list of plan sheets can be viewed in this proposal as Attachment B.

The project manual in this phase will consist of technical specifications and referenced documents, which may consist of a site-specific CSPP, Report of Geotechnical Exploration, applicable FAA ACs, and applicable permitting requirements. Contract documents (to be provided by the Client and incorporated by the Consultant), and a site-specific CMP will be developed in the next phase of the project.

The Consultant will prepare a site-specific CSPP in general conformance with *FAA AC 150/5370-2, Operational Safety on Airports during Construction*, latest published edition at time of contract execution. *Paragraph 103.a* defines the parameters for a CSPP. It is anticipated that a CSPP is required since this project will impact the AOA. *Paragraph 103.a* states:

> "A CSPP must be developed for each on-airfield construction project funded by the Airport Improvement Program (AIP)... As per (FAA) Order 5200.11, FAA Airports (ARP) Safety Management System (SMS), such projects do not include construction, rehabilitation, or change of any facility that is entirely outside the air operations area, does not involve any expansion of the facility envelope and does not involve construction equipment, haul routes or placement of material in locations that require access to the air operations area, increase the facility envelope, or impact line-of-sight… However, extraordinary circumstances may trigger the need for a Safety Assessment and a CSPP. The CSPP is subject to subsequent review under the FAA's Safety Risk Management procedures..."

Safety Risk Management System ("SRM") panels and Safety Assessment reporting are not components of this proposal.

The Consultant will update the Engineer's Report as previously developed in Task 1.

If FAA design guidelines or specifications for Consultant's related scope of services as listed herein are found to be not applicable for the site-specific situations of this project, the Consultant will initiate and coordinate a Modifications of Standards (MOS) request with the FAA.

In providing EOPCs, the Consultant has no control over the cost or availability of labor, equipment, or materials, or other local market conditions and that the Consultant's EOPCs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Contractor's work will not vary from the Consultant's EOPC.

Task 2.03 Perform In-House Quality Control Review – Pre-Final Design Documents

The Consultant will conduct an in-house quality control review of the Pre-Final Design Documents prior to submittal to the Client, the City, and FAA. The review will cover the design deliverables prior to submittal to the Client. The QC review will be performed as follows:

- Independent QC Review – An independent Architect/Engineer not actively involved in the Project will review for readability, suitability for bidding, appearance, and acceptability
- Independent Technical Peer Review – For each discipline associated with the Project, an independent Engineer not actively involved in the Project will review the documents for alignment with design methodologies, calculations, and code compliance
- Constructability Review – a comprehensive look at the Project to attempt to verify alignment between plans and specifications, phasing impacts, and potential conflicts
- Discipline Coordination Review – an interdisciplinary review to attempt to verify coordination of elements between disciplines

Task 2.04 Submit Pre-Final Design Documents

The Consultant will review in-house quality control review of the Pre-Final Design Documents received from reviewing parties and incorporate applicable comments into the Pre-Final Design Documents. The Consultant will then submit and distribute copies of the Pre-Final Design Documents to the Client, the City, and FAA for review, comment, and approval to proceed with preparation of Final Design Documents. Distribution quantities of the Pre-Final Design Documents will be as noted in the DELIVERABLES section of this Proposal.

Task 2.05 Meetings / Presentations

To further the construction progress and coordinate efforts, various meetings are anticipated throughout the construction process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

- **Design Development / Coordination Meetings**

  To further the design, Design Development / Coordination Meetings may be required. These meetings are intended to be "workshop" meetings to discuss design alternatives and requirements. The Consultant will attend these meetings with Client staff, City staff, FAA, Airport users, and other stakeholders, as applicable.

Two (2) meetings have been anticipated. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings

- **Utility Coordination Meetings**

  To further the design with respect to utility design, Utility Coordination Meetings may be required. These meetings are intended to be "workshop" meetings to discuss design alternatives and requirements. The Consultant will attend these meetings with Client staff, City staff, utility owners, and other stakeholders, as applicable.

  One (1) meeting has been anticipated. The meeting is anticipated to be held via teleconference and will not require travel by the Consultant. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings

- **Pre-Final Design Documents Review Meeting**

  The Consultant will coordinate and attend one (1) Pre-Final; Design Documents review meeting with the Client, City, FAA, and other attendees, as applicable, to receive comments and direction regarding the Pre-Final Design Documents. This meeting is anticipated to be held at the Airport and will require travel by the Consultant. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings

Task 2.06 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and perform the efforts within the proposed time frame.

This task will consist of scheduling, resource allocation, monitoring, oversight, and direction for aspects of the team's efforts, and assembly and coordination of documentation. The Consultant will perform meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task provides oversight of project components within the Consultant's scope of services; general correspondence by the Consultant with the Client, the City, and other governmental authorities; coordination of meetings with the Client, the City, and other governmental authorities; and Project reporting.

TASK 3 FINAL DESIGN PHASE SERVICES

Task 3 Final Design Phase Services will be performed on a lump sum basis

Task 3.01 Incorporate Pre-Final Design Review Comments

The Consultant will review comments received from the Client's authorized representative(s) from the 60% design submittal reviews and incorporate applicable comments into plan sheets, project manual, Engineer's report, and EOPC. The Consultant will provide a written response on each comment on how it will be incorporated into the documents, or why it was not applicable. Comments that require a significant change in scope from previous direction provided may require an additional scope and fee.

Additional rounds of comments from the Client's authorized representative(s) are considered additional effort and will result in the revision of this scope.

Task 3.02 Prepare Final Design Documents

The Consultant will prepare Final Design Documents (plan sheets, project manual, Engineer's Report, and EOPC). The design will evaluate and identify specific elements of the Project for a technically and economically sound project, with applicable additive alternates for bidding to correspond to available budgets.

An anticipated list of plan set sheets can be viewed in this proposal as Attachment B.

The project manual will consist of:

- Contract Documents (to be provided by the Client and incorporated by the Consultant);
- Bid Proposal;
- Technical Specifications;
- Site-specific CSPP;
- Site-specific CMP; and
- Referenced documents, which may consist of a Report of Geotechnical Exploration, applicable FAA ACs, and applicable permitting requirements.

The Consultant will prepare a site-specific CMP for the Project in general conformance with *FAA AC 150/5370-12, Quality Management for Federally Funded Airport Construction Projects,* latest edition, which will be used to attempt to verify that construction meets or exceeds the standards required by the Design Documents. The CMP will identify key contacts and their responsibilities throughout construction of the project. The CMP will be prepared as a component of the project manual.

The Consultant will update the Engineer's Report, and CSPP as previously developed in Task 2.

In providing EOPCs, the Consultant has no control over the cost or availability of labor, equipment, or materials, or other local market conditions and that the Consultant's EOPCs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Contractor's work will not vary from the Consultant's EOPC.

Task 3.03 Perform In-House Quality Control Review – Final Design Documents

The Consultant will conduct an in-house quality control review of the Final Design Documents prior to submittal to the Client, the City, and FAA. The review will cover the design deliverables prior to submittal to the Client. The QC review will be performed as follows:

- Independent QC Review – An independent Architect/Engineer not actively involved in the Project will review for readability, suitability for bidding, appearance, and acceptability
- Independent Technical Peer Review – For each discipline associated with the Project, an independent Engineer not actively involved in the Project will review the documents for alignment with design methodologies, calculations, and code compliance
- Constructability Review – a comprehensive look at the Project to attempt to verify alignment between plans and specifications, phasing impacts, and potential conflicts
- Discipline Coordination Review – an interdisciplinary review to attempt to verify coordination of elements between disciplines

Task 3.04 Submit Final Design Documents

The Consultant will review in-house quality control review of the Final Design Documents and incorporate applicable comments into the Final Design Documents. The Consultant will then submit and distribute copies of the Final Design Documents to the Client, the City, and FAA for review, comment, and approval to proceed with preparation of Final Design Documents. Distribution quantities of the Final Design Documents will be as noted in the DELIVERABLES section of this Proposal.

Task 3.05 Meetings / Presentations

To further the design progress and coordinate efforts, various meetings are anticipated throughout the design process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

- **Design Development / Coordination Meetings**

  To further the design, Design Development / Coordination Meetings may be required. These meetings are intended to be "workshop" meetings to discuss design alternatives and requirements. The Consultant will attend these meetings with Client staff, City staff, FAA, Airport users, and other stakeholders, as applicable.

  Two (2) meetings have been anticipated. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

Task 3.06 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and perform the efforts within the proposed time frame.

This task will consist of scheduling, resource allocation, monitoring, oversight, and direction for aspects of the team's efforts, and assembly and coordination of documentation. The Consultant will perform meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task provides oversight of project components within the Consultant's scope of services; general correspondence by the Consultant with the Client, the City, and other governmental authorities; coordination of meetings with the Client, the City, and other governmental authorities; and Project reporting.

TASK 4 BIDDING PHASE SERVICES

Task 4 Bidding Phase Services will be performed on a time and materials basis.

Task 4.01 Provide Bidding Assistance

The Consultant will assist in advertising for and obtaining bids or proposals for the Project. The Consultant will coordinate and prepare pre-bid meeting agenda documents and other documents required for the bidding process.

Task 4.02 Respond to Bidder / Contractor Inquiries

The Consultant will provide formal responses to Bidder / Contractor inquiries. Responses will be submitted to the Client for approval prior to being issued.

Task 4.03 Issue Addenda

The Consultant will issue addenda as appropriate to clarify, correct, or change the bidding documents. Addenda will be submitted to the Client for approval prior to being issued. This instrument of service is limited to the content and scope of the original Bid Documents. Client-requested deviations from the content and scope of the original Bid Documents may require a change to the project scope and additional fees.

Task 4.04 Evaluate Bids

After the bid opening, Bidder / Contractor bids will be provided to the Consultant by the Client for evaluation. The Consultant will develop a tabulation of bids received and provide evaluation of such, checking for

correctness, qualifications of apparent low bidder, and DBE participation goals. The Consultant cannot and does not guarantee that bids will not vary from the EOPC.

Task 4.05 Meetings / Presentations

To further the bidding efforts, various meetings are anticipated throughout the bidding process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

- **Pre-bid Conference**

  The Consultant will attend and conduct a Pre-bid Conference. The intent will be to review the project and direct questions to be submitted in writing for official response. This meeting is anticipated to be held via teleconference and will not require travel by the Consultant.

- **Bid Opening**

  The Consultant will attend a Bid Opening. This meeting is anticipated to be held via teleconference and will not require travel by the Consultant.

Task 4.06 Prepare Conformed Construction Documents

The Consultant will prepare and provide Conformed Construction Documents, incorporating appropriate modifications made via addenda during the bidding process. This conformed set of documents will be provided to the Contractor and the Client as the baseline for construction activities.

Task 4.07 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and perform the efforts within the proposed time frame.

This task will consist of scheduling, resource allocation, monitoring, oversight, and direction for aspects of the team's efforts, and assembly and coordination of documentation. The Consultant will perform meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task provides oversight of project components within the Consultant's scope of services; general correspondence by the Consultant with the Client, the Contractor, the City, the Resident Project Representative ("RPR"), and other governmental authorities; coordination of meetings with the Client, the Contractor, the City, the RPR, and other governmental authorities; and Project reporting.

TASK 5 CONSTRUCTION PHASE SERVICES

Task 5 Construction Phase Services will be performed on a time and materials basis. The services anticipated to be provided after commencing the Construction Phase are as follows:

Task 5.01 Review Contractor Submittals, Shop Drawings, and Samples

The Consultant will review and provide appropriate disposition of submittals, shop drawings, samples, and other submissions furnished by the Contractor and submitted to the Consultant. The Consultant will respond to each item within seven (7) calendar days of receiving the item for review. The Consultant will maintain a log of Contractor submittals consisting of the date submitted to the Consultant, the action taken, and the date returned.

It is anticipated fifty (50) submittal reviews will be performed; review of resubmittals will count as a review. Additional reviews may require a change to the Project scope and additional fees.

- The Consultant's review is for the limited purpose of confirming general conformance with information given and the design concept expressed in the Conformed Construction Documents. The Consultant is not responsible for work or requirements that are the Contractor's responsibility as defined in the Contractor's contract with the Owner.
- Unless otherwise specifically stated by the Consultant, the Consultant's review will not constitute approval of safety precautions, construction means, methods, techniques, sequences, or procedures.
- The Consultant may rely upon professional certifications of performance characteristics of materials, systems, or equipment if such certifications are required by the Conformed Construction Documents.
- The Consultant will maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Conformed Construction Documents.

Task 5.02 Provide Clarifications and Interpretations

The Consultant will prepare and provide design clarifications, interpretations, and recommendations to assist the Client in resolving field problems relating to construction or technical interpretations of the Conformed Construction Documents, submitted via formal Requests for Information (RFI) by the Contractor. The Consultant will respond to each item within seven (7) calendar days of receiving the item for review. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Conformed Construction Documents. The Consultant may issue, as appropriate, revised drawings and / or specifications authorizing minor variations from the requirements of the Conformed Construction Documents. This instrument of service is limited to the content and scope of the Conformed Construction Documents. Client-requested deviations from the content and scope of the Conformed Construction Documents may require a change to the project scope and additional fees.

It is anticipated twenty (20) RFI reviews will be reviewed. Additional reviews may require a change to the Project scope and additional fees.

Task 5.03 Prepare Change Orders and Scope Change Directives

The Consultant will discuss with and advise the Client regarding potential changes orders and / or supplemental agreements, generally consisting of reviews of change order scope, costs, and modifications to the construction schedule. The Consultant will prepare change order and / or supplemental agreement drawings and/or specifications, as directed by the Client. This instrument of service is limited to the content and scope of the Conformed Construction Documents. Client-requested deviations from the content and scope of the Conformed Construction Documents may require a change to the Project scope and additional fees.

Task 5.04 Review Topographic Elevation and Grade Control Survey Data

The Consultant will review topographic elevation and grade control survey data, provided by either the Contractor's or Client's survey teams, and provide appropriate professional interpretation thereof. The Consultant will not directly provide survey and grade control services.

Task 5.05 Review Independent Testing Laboratory Reports

The Consultant will review reports of observations, tests, samples, materials, and equipment prepared by an independent testing laboratory and provide appropriate professional interpretation thereof. The Consultant will not directly provide materials testing services.

Task 5.06 Meetings / Presentations

To further the construction progress and coordinate efforts, various meetings are anticipated throughout the construction process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

- **Pre-Construction Conference**

  The Consultant will attend and conduct one (1) pre-construction conference. Representatives of the Consultant's design team will be present at the pre-construction conference. This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

- **Quality Control / Quality Assurance Workshop**

  The Consultant will attend and facilitate one (1) QC/QA Workshop at the Airport, as required by the FAA General Provisions for paving projects over $500,000. At this meeting, the Consultant's senior construction personnel, the project RPR, project materials testing firms, the Contractor, and the Airport will establish quality control and quality assurance measures and testing procedures for the project.

  This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

- **Weekly Construction Progress Meetings**

  The Consultant will attend weekly construction progress meetings with the Client, the Contractor, and / or others to coordinate construction efforts, review construction progress, and discuss topics to further facilitate the ongoing construction project. Representatives of the Consultant's design team will be present for the teleconferences.

  Fifteen (15) meetings have been anticipated. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

- **Pre-Paving Meeting**

  The Consultant will attend and facilitate one (1) Pre-Paving Meeting at the Airport. At this meeting, RS&H senior construction personnel, the project RPR, project materials testing firms, the Contractor, and the Airport will establish paving procedures for the project.

  This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

- **Periodic Coordination Meetings**

  The Consultant will attend periodic coordination meetings with the Client, the Contractor, the City, and / or others to coordinate construction efforts. These meetings are those that might be helpful outside the weekly construction progress meetings to facilitate progress of specific project elements. Representatives of the Consultant's design team will be present for the teleconferences.

  Four (4) meetings have been anticipated. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

- **Periodic Site Visits**

  The Consultant will, in connection with observations of the work of the Contractor while it is in progress, make visits to the construction site at intervals appropriate to the various stages of construction in order to observe and reasonably familiarize themselves generally with the progress

and quality of the Contractor's work and to determine if the Contractor's work is generally proceeding in accordance with the Conformed Construction Documents.

After attending a periodic site visit, the Consultant will prepare a written field report for the Client to advise of noted deviations from the Conformed Construction Documents observed by or brought to the attention of the Consultant. The Consultant will additionally make written reports of recommendations to the Client regarding work performed by the Contractor that the Consultant has determined to be defective, that will not produce a finished product generally conforming to the Conformed Construction Documents, and / or that will prejudice the integrity of the design concept of the finished product as a functioning whole.

This Proposal provides four (4) site visits to be performed by the Consultant's design team, not inclusive of Substantial Completion Observation or Final Observation. These site visits / meetings will be held at the Airport and will require travel by the Consultant.

- **Substantial Completion Observation**

  The Consultant will attend one (1) Substantial Completion Observation with the Client, the Contractor, and other governmental authorities to determine if construction work of the Contractor has been performed in general conformance with the Conformed Construction Documents and prepare a punchlist of visually non-conforming items and deficient items of work completed by the Contractor. Representatives of the Consultant's design team will be present at the Substantial Completion Observation.

  This meeting will be held at the Airport and will require travel by the Consultant.

- **Final Observation**

  The Consultant will attend one (1) Final Observation with the Client, the Contractor, and other governmental authorities to determine if the punchlist items from the Substantial Completion Observation have been appropriately constructed. Representatives of the Consultant's design team will be present at the Final Observation.

  This meeting will be held at the Airport and will require travel by the Consultant.

Task 5.07 General Administration of the Construction Contract

The Consultant will communicate with the Client and act as their representative with respect to project components throughout construction of the Project.

This task provides oversight of project components designed by the Consultant; general correspondence by the Consultant with the Client, the Contractor, the City, the Resident Project Representative ("RPR"), and other governmental authorities; coordination of meetings with the Client, the Contractor, the City, the RPR, and other governmental authorities; and Project reporting.

The Consultant will manage the Project in a professional manner to perform the efforts within the proposed time frame. The Consultant will provide scheduling, resource allocation, monitoring, oversight, and direction for aspects of the Consultant's efforts, and assembly and coordination of documentation. The Consultant will perform meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

The Consultant will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the Contractor, subcontractors, their agents or subcontractor's employees, or other persons performing work on behalf of the Contractor or for the failure

of such persons to carry out the Contractor's work in accordance with the Conformed Construction Documents.

The anticipated construction duration is 240 calendar days, based on a preliminary construction schedule prepared by the Consultant. Deviation from these assumptions may require a change to the Project scope and additional fees.

The Consultant will prepare up to eight (8) monthly progress reports for the Client during the entire duration of the project. The monthly progress reports will consist of a written description of each task identified within the contracted scope of services as of the date of the progress report.

Task 5.08 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and perform the efforts within the proposed time frame.

This task will consist of scheduling, resource allocation, monitoring, oversight, and direction for aspects of the team's efforts, and assembly and coordination of documentation. The Consultant will perform meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task provides oversight of project components within the Consultant's scope of services; general correspondence by the Consultant with the Client, the Contractor, the City, the Resident Project Representative ("RPR"), and other governmental authorities; coordination of meetings with the Client, the Contractor, the City, the RPR, and other governmental authorities; and Project reporting.

TASK 6 CLOSEOUT PHASE SERVICES

Task 6 Closeout Phase Services will be performed on a lump sum basis. The services anticipated to be provided after commencing the Closeout Phase are as follows:

Task 6.01 Prepare Project Record Drawings

The Consultant will prepare Project Record Drawings, corrected to show significant changes made in the Contractor's work during the construction of the project. Such corrections will be based upon "redline" prints, drawings, field sketches and other data furnished to the Consultant by the Client, and upon change orders issued during construction.

Task 6.02 Update Final Engineer's Report

The Consultant will update the Engineer's Report, as previously developed in Task 3. The Engineer's Report will be updated to show significant changes made in the Contractor's work during the construction of the project. Such corrections will be based upon "redline" prints, drawings, field sketches and other data furnished to the Consultant by the Client, and upon change orders issued during construction.

Task 6.03 Meetings

For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

- **Warranty Observation**

  The Consultant will attend one (1) Warranty Observation with the Client, City, Contractor, RPR, and other governmental authorities prior to the expiration of the warranty period. The Consultant

will advise the Owner and Contractor of recommended action to be taken under the terms of the warranty. This meeting will be held at the Airport and will require travel by the Consultant.

No meetings or travel requirements are anticipated for closeout phase services.

4. Meetings and Presentations

The following meetings and presentations will be attended as part of this proposal:

Task	Total Meetings	In-Person Meetings	Teleconference Meetings
Task 1.09 Pre-Design Conference	1	1	
Task 1.09 Site Study	1	1	
Task 1.09 Design Development / Coordination Meetings	2		2
Task 1.09 Utility Coordination Meetings	2		2
Task 1.09 Ramp Geometry Concept Review Meeting	1		1
Task 1.09 Preliminary Design Review Meeting	1	1	
Task 2.04 Design Development / Coordination Meetings	2		2
Task 2.04 Utility Coordination Meetings	1		1
Task 2.04 Pre-Final Design Documents Review Meeting	1	1	
Task 3.05 Design Development / Coordination Meetings	2		2
Task 3.05 Final Design Documents Review Meeting	1	1	
Task 4.05 Pre-bid Conference	1		1
Task 4.05 Bid Opening	1		1
Task 5.06 Pre-Construction Conference	1	1	
Task 5.06 Quality Control / Quality Assurance Workshop	1	1	
Task 5.06 Weekly Construction Progress Meetings	15		15
Task 5.06 Pre-Paving Meeting	1	1	
Task 5.06 Periodic Coordination Meetings	4		4
Task 5.06 Periodic Site Visits	4	4	
Task 5.06 Substantial Completion Observation	1	1	
Task 5.06 Final Observation	1	1	
Task 6.03 Warranty Observation	1	1	
Total	**46**	**15**	**29**

The Consultant will prepare the minutes of each meeting and distribute them to attendees within three (3) working days of the meeting. Meetings held in-person will require travel by the Consultant. Meetings held via teleconference will not require travel by the Consultant.

5. Deliverables

Deliverables are anticipated to be provided electronically by the Consultant. PDF files will be provided for all deliverable documents. Word, Excel, and CAD files will be provided for working documents.

- Preliminary Design Submittal
- Pre-Final Design Submittal
- Final Design Submittal
- Record Drawings
- Final Engineer's Report

6. Schedule

The Consultant proposes to perform the services as noted herein in accordance with the following schedule:

Pre-Design Conference	within 7 days from NTP
Topographical Survey	3 Weeks after Pre-Design Conference
Geotechnical Study	6 Weeks after Pre-Design Conference
Preliminary Design Submittal	75 calendar days from NTP
Pre-Final Design Submittal	60 calendar days from Preliminary Design Submittal
Final Design Submittal	30 calendar days from Pre-Final Design Submittal
Bid Phase	15 calendar days from Final Design Submittal
Construction Phase	Assumed duration is 240 Calendar Days

*The schedule does not account for review time for the Client, City, FAA, or other governing authorities.

In order to meet the proposed schedule above, the Consultant must receive the following information from the Client, or others as required. This information must be received within the timeframe noted with respect to the NTP in order to not jeopardize the proposed schedule.

- Taxiway G Record Drawings (PDF and AutoCAD format)

The actual schedule may vary significantly as the Project design progresses and the scope is further developed. Delays to the proposed design schedule outside of the Consultant's control may require re-evaluation of the proposed schedule and / or design fees.

7. Professional Fees

The proposed fee for this Project can be viewed in this proposal as Attachment B.

Design and Closeout Phase services will be performed in their entirety on a lump sum basis. Bidding and Construction Administration services will be performed in their entirety on a time and materials basis. An RS&H hourly rate schedule can be viewed in this proposal as Attachment B. Rates will be charged based on the current rates at the time of task execution.

This proposal is valid for 90 days, and the scope and fee may need to be modified if the contract is not executed within that period.

8. Exclusions and Assumptions

The following are assumed for this proposal:

- Project Construction Duration is 240 calendar days.
- Contractor will provide redlines of the plans for the Record Drawings.
- RPR services will not be provided by the Consultant. It is assumed the Client will provide these services directly or solicit the services of another consultant to be contracted directly to the Client.
- Construction materials acceptance testing services will not be provided by the Consultant. It is assumed the Client will provide this service directly or solicit the services of a subconsultant to be contracted directly to the Client.
- Construction verification survey and post-construction survey services will not be provided by the Consultant. It is assumed the Contractor will provide this service directly or solicit the services of a subconsultant to be contracted directly to the Contractor.
- Preferred Site Plan will not change significantly from what is currently shown in the Conceptual Site Layout (Figure 1). Changes due to multiple iterations of site plans or edits to the site plan will incur additional design fees.
- Existing airfield utilities will be marked out by the Client's maintenance personnel and FAA Tech Ops.
- Escort for geotechnical analyses and topographical survey will be provided by the Client.
- The SIDA Ramp may be used by the Client for mobile fueling. No fuel spill containment will be required and is not included in this design.
- No deicing will occur on the SIDA Ramp. No spent deicing material containment will be required and is not included in this design.
- Applicable airfield pavements will be closed during geotechnical and topographical survey services, allowing for uninterrupted, continual access.
- The Client will provide current operational data (type of aircraft and number of operations) for pavement design purposes.
- The Consultant will not perform services related to PFAS chemicals or substances possibly containing PFAS chemicals and RS&H will not be liable for the non-performance of such services.

Deviations from these assumptions once notice has been given to the Consultant to begin the services of this contract may require a change to the Project scope and additional fees.

Tasks not specifically noted as included in this scope of services are not included in this Contract. In addition, the following is a listing of major items not included as part of this Proposal. This list will not be construed as the only items not included as part of this scope of services.

- Funding coordination
- Federal Procurement Provision Development and Review (BABA, etc.)
- FAA Reimbursable Agreement coordination
- Section 163 Screening Process and Determination
- National Environmental Policy Act (NEPA) documentation beyond SWPPP plan sheets
- National Pollutant Discharge Elimination System ("NPDES") / Texas Pollutant Discharge Elimination System ("TPDES") / TCEQ permits
- Transportation Security Administration coordination
- Environmental remediation (wetlands, soil contamination, etc.)
- Permitting beyond that noted herein
- Permit fees unless otherwise indicated
- Boundary surveys
- Subsurface Utility Engineering (SUE) Exploration

- Obstruction surveys
- Contract Documents (sometimes referred to as “front end documents)
- Survey platting
- FAA Form 7460-1, Notice of Proposed Construction or Alteration
- Safety Risk Management System (“SRM”) and Safety Assessment
- Stormwater / drainage improvements beyond basic site grading, drainage calculations, drainage modeling, stormwater detention, etc.
- Flood plain analysis and Conditional Letter of Map Revision (“CLOMR”) application
- Per- and polyfluoroalkyl substances (PFAS) analysis and mitigation
- Design of utilities
- Concrete Joint Layout
- Review of Contractor’s applications for payment
- Trench safety plan
- Confined space plan
- Clearing of existing trees and / or other vegetation
- Design or construction administration of NAVAID improvements / relocations
- Design or construction administration of ALCMS improvements / updates
- Design for Leadership in Energy and Environmental Design (“LEED”) or Envision™ certification
- Electrical Site Lighting
- IT & fiber design, security system designs
- FAA Form 7460-1 and submittal
- FAA Form 7480-1 and submittal
- Construction Phase Document Control, RPR services, construction materials acceptance testing, construction staking, and/or any other construction-related services
- Contractor application for payment review.
- Construction verification surveys (Construction Documents will require Contractor to perform and submit for approval)
- Post-construction survey and AGIS Upload
- Additional travel to the Airport, FAA offices, or any other requested travel, beyond those meetings explicitly noted herein
- Americans with Disabilities Act (ADA) design
- Texas Accessibility Standards (TAS) design
- TDLR review

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ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

RS&H

EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES

El Paso International Airport

SIDA Ramp Expansion

DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES

FIRM NAME	Labor (Lump Sum)	Labor (Hourly)	Expenses (Reimb.)	TOTAL	
RS&H, Inc.					
Task 1 – Preliminary Design Phase	$ 148,483.82	$ -	$ 7,113.00	$ 155,596.82	22.29%
Task 2 – Pre-Final Design Phase Services	$ 97,829.21	$ -	$ 4,330.00	$ 102,159.21	14.64%
Task 3 – Final Design Phase Services	$ 60,046.76	$ -	$ 1,260.00	$ 61,306.76	8.78%
Task 4 – Bidding Phase Services	$ 17,534.04	$ -	$ -	$ 17,534.04	2.51%
Task 5 – Construction Phase Services*	$ -	$ 201,130.30	$ 19,760.00	$ 220,890.30	31.65%
Task 6 – Closeout Phase Services*		$ 24,789.16	$ 2,075.00	$ 26,864.16	3.85%
RS&H, Inc. Subtotal	**$ 323,893.83**	**$ 225,919.46**	**$ 34,538.00**	**$ 584,351.29**	**83.73%**
Subconsultants (Non-DBE)					
Subconsultants (Non-DBE) Subtotal	**$ -**		**$ -**	**$ -**	
Sub-Consultants (DBE)					
Omega Engineers Inc. - Permitting and Utilities	$ 47,937.78	$ 10,000.00	$ -	$ 57,937.78	8.30%
CQC - Geotechnical Investigation	$ 29,967.40	$ -	$ -	$ 29,967.40	4.29%
Barragan and Associates - Survey	$ 25,680.00	$ -	$ -	$ 25,680.00	3.68%
Sub-Consultants (DBE) Subtotal	**$ 103,585.18**	**$ 10,000.00**	**$ -**	**$ 113,585.18**	**16.27%**
Grand Total				**$ 697,936.47**	**100.00%**

* Fiscal Year 2030 rates were used for fee estimation. The fee will be adjusted based on the current rates at the time of task executio

RS&H

EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES

El Paso International Airport
SIDA Ramp Expansion

PRELIMINARY DESIGN PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROJECT DIRECTOR	CONSTRUCTION MANAGER V	ENGINEER III	ENGINEER II	ENGINEER I	ELECTRICAL ENGINEER V	ELECTRICAL ENGINEER II	AVIATION PLANNER V	ADMIN ASST.	TOTAL
Task 1 – Preliminary Design Phase												
Task 1.01 Perform Project Initiation / Setup	1.0	4.0	2.0			4.0	8.0				4.0	23.0
Task 1.02 Perform Data Collection and Research		4.0	2.0		4.0	8.0	8.0	2.0	8.0			36.0
Task 1.03 Obtain Geotechnical Study		4.0					8.0					12.0
Task 1.04 Obtain Design Topographical Survey		4.0					8.0					12.0
Task 1.05 Development of Ramp Geometry Concepts		4.0			2.0		16.0			8.0		30.0
Task 1.06 Prepare Preliminary Design Documents												
Plan Sheets												
Cover Sheet							2.0					2.0
Sheet Index							2.0					2.0
Abbreviations, Legend, And Contact Information							2.0					2.0
General Contract Notes		1.0					2.0					3.0
Safety And Security Notes		1.0					2.0					3.0
Construction Phasing And Safety Notes		1.0					4.0					5.0
Contract Layout Plan		1.0					6.0					7.0
Horizontal And Vertical Control Plan							2.0					2.0
Airfield Alignment Plan		1.0					2.0					3.0
Soil Boring Location Plan							4.0					4.0
Soil Boring Logs							2.0					2.0
Overall Phasing Plan		1.0					4.0					5.0
Phasing Plan - Pre-Work Phase 1 And 1A		2.0					4.0					6.0
Phasing Plan - Work Phase 1 And 1A		2.0					4.0					6.0
Phasing Plan - Post-Work Phase 1A - Pre-Work Phase 1B		2.0					4.0					6.0
Phasing Plan - Work Phase 1 And 1B		2.0					4.0					6.0
Phasing Plan - Post-Work Phase 1 And 1B		2.0					4.0					6.0
Construction Safety And Phasing Details		1.0					2.0					3.0
Existing Conditions Key Plan							2.0					2.0
Existing Conditions Plans		2.0					8.0					10.0
Existing Pavement Details		2.0					8.0					10.0
Temporary Erosion And Sediment Control Plan					2.0	8.0						10.0
SWPPP Data Sheet					2.0	8.0						10.0
Temporary Erosion And Sediment Control Details					2.0	8.0						10.0
Pavement Demolition Key Plan							2.0					2.0
Pavement Demolition Plans		2.0					8.0					10.0
Pavement Demolition Point Tables							2.0					2.0
Pavement Demolition And Repair Details		2.0					8.0					10.0
Pavement Geometry Key Plan							2.0					2.0
Pavement Geometry Plans		2.0					8.0					10.0
Pavement Geometry Point Tables							2.0					2.0
Pavement Typical Sections		4.0					8.0					12.0
Pavement Elevations Key Plan							2.0					2.0
Pavement Elevations Plans							8.0					8.0
Grading Key Plan							2.0					2.0
Grading And Drainage Plans		4.0			8.0	32.0	16.0					60.0
Drainage Details					8.0	8.0						16.0
Pavement Marking Key Plan							2.0					2.0
Pavement Marking Plans		2.0					4.0					6.0
Pavement Marking Point Tables							2.0					2.0
Pavement Marking Details		2.0					4.0					6.0
Site Restoration Plan		1.0					4.0					5.0
Site Restoration Details		1.0					4.0					5.0
Electrical Symbols Legend								0.5	2.0			2.5
Electrical Demolition Key Plan									4.0			4.0
Electrical Demolition Plans								1.0	8.0			9.0
Proposed Electrical Key Plan									4.0			4.0
Proposed Electrical Plans								1.0	12.0			13.0
Electrical Details								1.0	8.0			9.0
Airfield Lighting Schedules								1.0	8.0			9.0
Electrical Circuit Plan								1.0	8.0			9.0
Project Manual												
Technical Specifications		20.0		4.0	8.0			16.0				48.0
Compilation of Referenced Documents		2.0										2.0
Preliminary Engineer's Report (PER)		8.0		4.0	20.0	16.0		8.0				56.0
Engineer's Opinion of Probable Cost (EOPC)		4.0			4.0	12.0	20.0	2.0	8.0			50.0

RS&H

EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES

El Paso International Airport
SIDA Ramp Expansion

PRELIMINARY DESIGN PHASE SERVICES

	SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROJECT DIRECTOR	CONSTRUCTION MANAGER V	ENGINEER III	ENGINEER II	ENGINEER I	ELECTRICAL ENGINEER V	ELECTRICAL ENGINEER II	AVIATION PLANNER V	ADMIN ASST.	TOTAL
Task 1 – Preliminary Design Phase													
	Task 1.07 Perform In-House Quality Control Review	2.0	8.0	8.0	8.0				4.0				30.0
	Task 1.08 Submit Preliminary Design Documents		1.0										1.0
	Task 1.09 Meetings / Presentations												
1	Task 1.13.01 Pre-Design Conference		12.0	12.0					12.0				36.0
1	Task 1.13.02 Site Study												0.0
2	Task 1.13.03 Design Development / Coordination Meetings		2.0			2.0			2.0				6.0
2	Task 1.13.05 Utility Coordination Meetings (Teleconference)		2.0			2.0			2.0				6.0
1	Task 1.13.07 Ramp Geometry Concept Review Meeting (Teleconference)		1.0			1.0			1.0		1.0		4.0
1	Task 1.13.08 Preliminary Design Review Meeting		12.0	12.0					12.0				36.0
10	**Task 1.10 Project Management and Administration**	3.0	20.0									12.0	35.0
	TOTAL HOURS	6.0	153.0	36.0	16.0	65.0	104.0	230.0	66.5	70.0	9.0	16.0	771.5
	RATE	$ 366.07	$ 235.29	$ 351.70	$ 277.46	$ 234.17	$ 127.23	$ 120.28	$ 361.01	$ 125.00	$ 305.17	$ 97.90	
	TOTAL LABOR $	$ 2,196.42	$ 35,999.37	$ 12,661.20	$ 4,439.36	$ 15,221.05	$ 13,231.92	$ 27,664.40	$ 24,007.17	$ 8,750.00	$ 2,746.53	$ 1,566.40	**$ 148,483.82**

OTHER DIRECT NON-SALARY COSTS			
	# PLANS	#PAGES	#SETS
	@	@	5
REPRODUCTION	$ 1.10	$ 0.15	
Plans	50		$ 275.00
Report/Project Manual		750	$ 563.00
TOTAL REPRODUCTION			$ 838.00
POSTAGE / DELIVERY	# PLANS	# SPECS	
	@	@	
	$ 15.00	$ 10.00	
Plans			$ -
Reports/Specifications		5	$ 50.00
TOTAL POSTAGE / DELIVERY			$ 50.00
SUBCONSULTANTS			
CQC - Geotechnical Investigation			$ 29,967.40
Barragan and Associates - Survey			$ 25,680.00
Omega Engineers Inc. - Permitting and Utilities			$ 16,548.95
TOTAL SUBCONSULTANTS			$ 72,196.35

TRAVEL	#People	#Days	Flight @ $ 650.00	Car @ $ 85.00	Lodging @ $ 160.00	Per Diem @ $ 75.00	Tolls @ $ -	No. of Times	
Task 1.13.01 Pre-Design Conference	3	2	$ 1,950.00	$ 85.00	$ 480.00	$ 450.00	$ -	1	$ 2,965.00
Task 1.13.02 Site Study	0	2	$ -	$ -	$ -	$ -	$ -	1	$ -
Task 1.13.07 Ramp Geometry Concept Review Meeting (Te	0	2	$ -	$ 85.00	$ -	$ -	$ -	1	$ 85.00
Task 1.13.08 Preliminary Design Review Meeting	3	2	$ 1,950.00	$ 85.00	$ 480.00	$ 450.00	$ -	1	$ 2,965.00
									$ 6,015.00
MILEAGE	300	Miles @	$ 0.70						$ 210.00
SUM OF ODC's									**$ 79,309.35**

Total Proposed Fee for: **Task 1 – Preliminary Design Phase** **LUMP SUM** **$ 227,793.17**

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EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES

El Paso International Airport
SIDA Ramp Expansion

PRE-FINAL DESIGN PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROJECT DIRECTOR	CONSTRUCTION MANAGER V	ENGINEER III	ENGINEER II	ENGINEER I	ELECTRICAL ENGINEER V	ELECTRICAL ENGINEER II	AVIATION PLANNER V	ADMIN ASST.	TOTAL
Task 2 – Pre-Final Design Phase Services												
Task 2.01 Incorporate Preliminary Design Review Comments	1.0	4.0		2.0	4.0	8.0	16.0	4.0	12.0			51.0
Task 2.02 Prepare Pre-Final Design Documents												
Plan Sheets												
Cover Sheet							1.0					1.0
Sheet Index							1.0					1.0
Abbreviations, Legend, And Contact Information							1.0					1.0
General Contract Notes		1.0					1.0					2.0
Safety And Security Notes		1.0					1.0					2.0
Construction Phasing And Safety Notes		1.0					3.0					4.0
Contract Layout Plan		1.0					4.0					5.0
Horizontal And Vertical Control Plan							1.0					1.0
Airfield Alignment Plan		1.0					1.0					2.0
Soil Boring Location Plan							3.0					3.0
Soil Boring Logs							1.0					1.0
Overall Phasing Plan		1.0					3.0					4.0
Phasing Plan - Pre-Work Phase 1 And 1A		1.0					3.0					4.0
Phasing Plan - Work Phase 1 And 1A		1.0					3.0					4.0
Phasing Plan - Post-Work Phase 1A - Pre-Work Phase 1B		1.0					3.0					4.0
Phasing Plan - Work Phase 1 And 1B		1.0					3.0					4.0
Phasing Plan - Post-Work Phase 1 And 1B		1.0					3.0					4.0
Construction Safety And Phasing Details		1.0					1.0					2.0
Existing Conditions Key Plan							1.0					1.0
Existing Conditions Plans		1.0					5.0					6.0
Existing Pavement Details		1.0					5.0					6.0
Temporary Erosion And Sediment Control Plan					1.0	5.0						6.0
SWPPP Data Sheet					1.0	5.0						6.0
Temporary Erosion And Sediment Control Details					1.0	5.0						6.0
Pavement Demolition Key Plan							1.0					1.0
Pavement Demolition Plans		1.0					5.0					6.0
Pavement Demolition Point Tables							1.0					1.0
Pavement Demolition And Repair Details		1.0					5.0					6.0
Pavement Geometry Key Plan							1.0					1.0
Pavement Geometry Plans		1.0					5.0					6.0
Pavement Geometry Point Tables							1.0					1.0
Pavement Typical Sections		3.0					5.0					8.0
Pavement Elevations Key Plan							1.0					1.0
Pavement Elevations Plans							5.0					5.0
Grading Key Plan							1.0					1.0
Grading And Drainage Plans		3.0			5.0	21.0	11.0					40.0
Drainage Details					5.0	5.0						10.0
Pavement Marking Key Plan							1.0					1.0
Pavement Marking Plans		1.0					3.0					4.0
Pavement Marking Point Tables							1.0					1.0
Pavement Marking Details		1.0					3.0					4.0
Site Restoration Plan		1.0					3.0					4.0
Site Restoration Details		1.0					3.0					4.0
Electrical Symbols Legend									1.0			1.0
Electrical Demolition Key Plan									3.0			3.0
Electrical Demolition Plans								1.0	5.0			6.0
Proposed Electrical Key Plan									3.0			3.0
Proposed Electrical Plans								1.0	8.0			9.0
Electrical Details								1.0	5.0			6.0
Airfield Lighting Schedules								1.0	5.0			6.0
Electrical Circuit Plan								1.0	5.0			6.0
Project Manual												
Contract Documents		4.0										4.0
Technical Specifications		13.0		3.0	5.0			11.0				32.0
CSPP		4.0				16.0	8.0					28.0
Construction Management Plan (CMP)		5.0		3.0		20.0	20.0	5.0				53.0
Compilation of Referenced Documents		3.0										3.0
PER		5.0		3.0	13.0	11.0		5.0				37.0
EOPC		3.0			3.0	8.0	13.0	1.0	5.0			33.0
Task 2.03 Perform In-House Quality Control Review – Pre-Final Design Documents	2.0	8.0	8.0	8.0				4.0				30.0

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EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES

El Paso International Airport
SIDA Ramp Expansion

PRE-FINAL DESIGN PHASE SERVICES

	SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROJECT DIRECTOR	CONSTRUCTION MANAGER V	ENGINEER III	ENGINEER II	ENGINEER I	ELECTRICAL ENGINEER V	ELECTRICAL ENGINEER II	AVIATION PLANNER V	ADMIN ASST.	TOTAL
Task 2 – Pre-Final Design Phase Services													
	Task 2.04 Submit Pre-Final Design Documents		1.0										1.0
	Task 2.05 Meetings / Presentations												
2	Task 2.05.01 Design Development / Coordination Meetings (Teleconference)		2.0		2.0	2.0							6.0
1	Task 2.05.02 Utility Coordination Meetings (Teleconference)		1.0			1.0			1.0				3.0
1	Task 2.05.03 Pre-Final Design Documents Review Meeting		12.0					12.0					24.0
5	**Task 2.06 Project Management and Administration**	1.0	10.0									6.0	17.0
	TOTAL HOURS	4.0	102.0	8.0	21.0	41.0	104.0	173.0	36.0	52.0	0.0	6.0	547.0
	RATE	$ 366.07	$ 235.29	$ 351.70	$ 277.46	$ 234.17	$ 127.23	$ 120.28	$ 361.01	$ 125.00	$ 305.17	$ 97.90	
	TOTAL LABOR $	$ 1,464.28	$ 23,999.58	$ 2,813.60	$ 5,826.66	$ 9,600.97	$ 13,231.92	$ 20,808.44	$ 12,996.36	$ 6,500.00	$ -	$ 587.40	**$ 97,829.21**

OTHER DIRECT NON-SALARY COSTS				
	# PLANS	#PAGES	#SETS	
	@	@	5	
REPRODUCTION	$ 1.10	$ 0.15		
Plans	70			$ 385.00
Report/Project Manual		1000		$ 750.00
TOTAL REPRODUCTION				$ 1,135.00
POSTAGE / DELIVERY	# PLANS	# SPECS		
	@	@		
	$ 15.00	$ 10.00		
Plans	5			$ 75.00
Reports/Specifications		5		$ 50.00
TOTAL POSTAGE / DELIVERY				$ 125.00
SUBCONSULTANTS				
CQC - Geotechnical Investigation				$ -
Barragan and Associates - Survey				$ -
Omega Engineers Inc. - Permitting and Utilities				$ 28,458.43
TOTAL SUBCONSULTANTS				$ 28,458.43

TRAVEL			Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of
	#People	#Days	$ 650.00	$ 85.00	$ 160.00	$ 75.00	$ -	Times
Task 2.05.03 Pre-Final Design Documents Review Meeting	3	2	$ 1,950.00	$ 85.00	$ 480.00	$ 450.00	$ -	1
								$ 2,965.00
								$ 2,965.00
MILEAGE	150	Miles @	$ 0.70					$ 105.00
SUM OF ODC's								**$ 32,788.43**

Total Proposed Fee for:	**Task 2 – Pre-Final Design Phase Services**	**LUMP SUM**	**$ 130,617.64**

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EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES

El Paso International Airport
SIDA Ramp Expansion

FINAL DESIGN PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROJECT DIRECTOR	CONSTRUCTION MANAGER V	ENGINEER III	ENGINEER II	ENGINEER I	ELECTRICAL ENGINEER V	ELECTRICAL ENGINEER II	AVIATION PLANNER V	ADMIN ASST.	TOTAL
Task 3 – Final Design Phase Services												
Task 3.01 Incorporate Pre-Final Design Review Comments		2.0		1.0	2.0	3.0	6.0	2.0	5.0			21.0
Task 3.02 Prepare Final Design Documents												
Plan Sheets												
Cover Sheet							1.0					1.0
Sheet Index							1.0					1.0
Abbreviations, Legend, And Contact Information							1.0					1.0
General Contract Notes							1.0					1.0
Safety And Security Notes							1.0					1.0
Construction Phasing And Safety Notes							2.0					2.0
Contract Layout Plan							2.0					2.0
Horizontal And Vertical Control Plan							1.0					1.0
Airfield Alignment Plan							1.0					1.0
Soil Boring Location Plan							2.0					2.0
Soil Boring Logs							1.0					1.0
Overall Phasing Plan							2.0					2.0
Phasing Plan - Pre-Work Phase 1 And 1A		1.0					2.0					3.0
Phasing Plan - Work Phase 1 And 1A		1.0					2.0					3.0
Phasing Plan - Post-Work Phase 1A - Pre-Work Phase 1B		1.0					2.0					3.0
Phasing Plan - Work Phase 1 And 1B		1.0					2.0					3.0
Phasing Plan - Post-Work Phase 1 And 1B		1.0					2.0					3.0
Construction Safety And Phasing Details							1.0					1.0
Existing Conditions Key Plan							1.0					1.0
Existing Conditions Plans		1.0					3.0					4.0
Existing Pavement Details		1.0					3.0					4.0
Temporary Erosion And Sediment Control Plan					1.0	3.0						4.0
SWPPP Data Sheet					1.0	3.0						4.0
Temporary Erosion And Sediment Control Details					1.0	3.0						4.0
Pavement Demolition Key Plan							1.0					1.0
Pavement Demolition Plans		1.0					3.0					4.0
Pavement Demolition Point Tables							1.0					1.0
Pavement Demolition And Repair Details		1.0					3.0					4.0
Pavement Geometry Key Plan							1.0					1.0
Pavement Geometry Plans		1.0					3.0					4.0
Pavement Geometry Point Tables							1.0					1.0
Pavement Typical Sections		2.0					3.0					5.0
Pavement Elevations Key Plan							1.0					1.0
Pavement Elevations Plans							3.0					3.0
Grading Key Plan							1.0					1.0
Grading And Drainage Plans		2.0			3.0	13.0	6.0					24.0
Drainage Details					3.0	3.0						6.0
Pavement Marking Key Plan							1.0					1.0
Pavement Marking Plans		1.0					2.0					3.0
Pavement Marking Point Tables							1.0					1.0
Pavement Marking Details		1.0					2.0					3.0
Site Restoration Plan							2.0					2.0
Site Restoration Details							2.0					2.0
Electrical Symbols Legend									1.0			1.0
Electrical Demolition Key Plan									2.0			2.0
Electrical Demolition Plans									3.0			3.0
Proposed Electrical Key Plan									2.0			2.0
Proposed Electrical Plans									5.0			5.0
Electrical Details									3.0			3.0
Airfield Lighting Schedules									3.0			3.0
Electrical Circuit Plan									3.0			3.0
Project Manual												0.0
Contract Documents		4.0										4.0
Technical Specifications		8.0		2.0	3.0			6.0				19.0
CSPP		3.0		2.0	8.0	6.0		3.0				22.0
Construction Management Plan (CMP)		2.0			2.0	5.0	8.0	1.0	3.0			21.0
Compilation of Referenced Documents		2.0										2.0
PER		3.0		2.0	8.0	6.0		3.0				22.0
EOPC		2.0			2.0	5.0	8.0	1.0	3.0			21.0

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EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES

El Paso International Airport
SIDA Ramp Expansion

FINAL DESIGN PHASE SERVICES

	SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROJECT DIRECTOR	CONSTRUCTION MANAGER V	ENGINEER III	ENGINEER II	ENGINEER I	ELECTRICAL ENGINEER V	ELECTRICAL ENGINEER II	AVIATION PLANNER V	ADMIN ASST.	TOTAL
Task 3 – Final Design Phase Services													
	Task 3.03 Perform In-House Quality Control Review – Final Design Documents	2.0	8.0	8.0	8.0				4.0				30.0
	Task 3.04 Submit Final Design Documents		1.0										1.0
	Task 3.05 Meetings / Presentations												
1	Task 5.05.01 Design Development / Coordination Meetings		1.0		1.0	1.0							3.0
4	**Task 5.06 Project Management and Administration**	1.0	8.0									5.0	14.0
	TOTAL HOURS	3.0	60.0	8.0	16.0	35.0	50.0	93.0	20.0	33.0	0.0	5.0	323.0
	RATE	$ 366.07	$ 235.29	$ 351.70	$ 277.46	$ 234.17	$ 127.23	$ 120.28	$ 361.01	$ 125.00	$ 305.17	$ 97.90	
	TOTAL LABOR $	$ 1,098.21	$ 14,117.40	$ 2,813.60	$ 4,439.36	$ 8,195.95	$ 6,361.50	$ 11,186.04	$ 7,220.20	$ 4,125.00	$ -	$ 489.50	**$ 60,046.76**

OTHER DIRECT NON-SALARY COSTS			
	# PLANS @	#PAGES @	#SETS 5
REPRODUCTION	$ 1.10	$ 0.15	
Plans	70		$ 385.00
Reports/Specifications		1000	$ 750.00
TOTAL REPRODUCTION			$ 1,135.00
POSTAGE / DELIVERY	# PLANS @	# SPECS @	
	$ 15.00	$ 10.00	
Plans	5		$ 75.00
Reports/Specifications		5	$ 50.00
TOTAL POSTAGE / DELIVERY			$ 125.00
SUBCONSULTANTS			
CQC - Geotechnical Investigation			$ -
Barragan and Associates - Survey			$ -
Omega Engineers Inc. - Permitting and Utilities			$ 2,930.40
TOTAL SUBCONSULTANTS			$ 2,930.40

TRAVEL	#People	#Days	Flight @ $ 650.00	Car @ $ 85.00	Lodging @ $ 160.00	Per Diem @ $ 75.00	Tolls @ $ -	No. of Times	
N/A	0	0	$ -	$ -	$ -	$ -	$ -	0	$ -
									$ -
MILEAGE	0	Miles @ $ 0.70							$ -
SUM OF ODC's									**$ 4,190.40**

Total Proposed Fee for:	**Task 3 – Final Design Phase Services**	**LUMP SUM**	**$ 64,237.16**

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EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES

El Paso International Airport
SIDA Ramp Expansion

BIDDING PHASE SERVICES (TIME AND MATERIALS)

	SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROJECT DIRECTOR	CONSTRUCTION MANAGER V	ENGINEER III	ENGINEER II	ENGINEER I	ELECTRICAL ENGINEER V	ELECTRICAL ENGINEER II	AVIATION PLANNER V	ADMIN ASST.	TOTAL
Task 4 – Bidding Phase Services													
	Task 4.01 Provide Bidding Assistance		2.0						2.0				4.0
	Task 4.02 Respond to Bidder / Contractor Inquiries		2.0		6.0				2.0				10.0
	Task 4.03 Issue Addenda		4.0		6.0				2.0				12.0
	Task 4.04 Evaluate Bids		4.0						2.0				6.0
	Task 4.05 Meetings / Presentations												
1	Task 4.05.01 Pre-bid Conference		2.0		2.0								4.0
1	Task 4.05.02 Bid Opening		1.0										1.0
	Task 4.06 Prepare Conformed Construction Documents		4.0			2.0	4.0	8.0	2.0	4.0		4.0	28.0
4	**Task 4.07 Project Management and Administration**	1.0	8.0									5.0	14.0
	TOTAL HOURS	1.0	27.0	0.0	14.0	2.0	4.0	8.0	10.0	4.0	0.0	9.0	79.0
	RATE	$ 366.07	$ 235.29	$ 351.70	$ 277.46	$ 234.17	$ 127.23	$ 120.28	$ 361.01	$ 125.00	$ 305.17	$ 97.90	
	TOTAL LABOR $	$ 366.07	$ 6,352.83	$ -	$ 3,884.44	$ 468.34	$ 508.92	$ 962.24	$ 3,610.10	$ 500.00	$ -	$ 881.10	**$ 17,534.04**

	OTHER DIRECT NON-SALARY COSTS												
		# PLANS	#PAGES	#SETS									
		@	@	0									
	REPRODUCTION	$ 1.10	$ 0.15										
	Plans	70											$ -
	Reports/Specifications		1000										$ -
	TOTAL REPRODUCTION												$ -
	POSTAGE / DELIVERY	# PLANS	# SPECS										
		@	@										
		$ 15.00	$ 10.00										
	Plans	0											$ -
	Reports/Specifications		0										$ -
	TOTAL POSTAGE / DELIVERY												$ -
	SUBCONSULTANTS												
	CQC - Geotechnical Investigation												$ -
	Barragan and Associates - Survey												$ -
	Omega Engineers Inc. - Permitting and Utilities												$ -
	TOTAL SUBCONSULTANTS												$ -
	TRAVEL			Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of				
		#People	#Days	$ 650.00	$ 85.00	$ 160.00	$ 75.00	$ -	Times				
		0	0	$ -	$ -	$ -	$ -	$ -	1				$ -
		0	0	$ -	$ -	$ -	$ -	$ -	1				$ -
													$ -
	MILEAGE	0	Miles @	$ 0.70									$ -
	SUM OF ODC's												**$ -**

Total Proposed Fee for:	**Task 4 – Bidding Phase Services**		**LUMP SUM**	**$ 17,534.04**

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EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES

El Paso International Airport
SIDA Ramp Expansion

CONSTRUCTION PHASE SERVICES (TIME AND MATERIALS)

	SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROJECT DIRECTOR	CONSTRUCTION MANAGER V	ENGINEER III	ENGINEER II	ENGINEER I	ELECTRICAL ENGINEER V	ELECTRICAL ENGINEER II	AVIATION PLANNER V	ADMIN ASST.	TOTAL
Task 5 – Construction Phase Services													
	Task 5.01 Review Contractor Submittals, Shop Drawings, and Samples		40.0		16.0	8.0	16.0	60.0	4.0	8.0		8.0	160.0
	Task 5.02 Provide Clarifications and Interpretations		20.0	4.0	40.0	8.0	16.0	40.0	4.0				132.0
	Task 5.03 Prepare Change Orders and Scope Change Directives		20.0	8.0	12.0	4.0	8.0	40.0	2.0	4.0			98.0
	Task 5.04 Review Topographic Elevation and Grade Control Survey Data		8.0					32.0					40.0
	Task 5.05 Review Independent Testing Laboratory Reports		8.0		12.0		20.0						40.0
	Task 5.06 Meetings / Presentations												
1	Task 5.06.01 Pre-Construction Conference		12.0		12.0								24.0
1	Task 5.06.02 Quality Control / Quality Assurance Workshop		12.0		12.0								24.0
15	Task 5.06.03 Weekly Construction Progress Meetings		15.0		15.0			30.0					60.0
1	Task 5.06.04 Pre-Paving Meeting		12.0		12.0								24.0
4	Task 5.06.05 Periodic Coordination Meetings		4.0		4.0			4.0					12.0
4	Task 5.06.06 Periodic Site Visits		48.0		48.0								96.0
1	Task 5.06.07 Substantial Completion Observation		12.0		12.0								24.0
1	Task 5.06.08 Final Observation		12.0		12.0								24.0
30	**Task 5.11 General Administration of the Construction Contract**	8.0	60.0									36.0	104.0
	TOTAL HOURS	8.0	283.0	12.0	207.0	20.0	60.0	206.0	10.0	12.0	0.0	44.0	862.0
	RATE	$ 414.18	$ 266.20	$ 397.91	$ 313.92	$ 264.94	$ 143.95	$ 136.09	$ 408.44	$ 149.81	$ 345.27	$ 110.76	
	TOTAL LABOR $	$ 3,313.44	$ 75,334.60	$ 4,774.92	$ 64,981.44	$ 5,298.80	$ 8,637.00	$ 28,034.54	$ 4,084.40	$ 1,797.72	$ -	$ 4,873.44	**$ 201,130.30**

OTHER DIRECT NON-SALARY COSTS			
	# PLANS @	#PAGES @	#SETS 0
REPRODUCTION	$ 1.10	$ 0.15	
Plans	70		$ -
Reports/Specifications		1000	$ -
TOTAL REPRODUCTION			$ -
POSTAGE / DELIVERY	# PLANS @	# SPECS @	
	$ 15.00	$ 10.00	
Plans	0		$ -
Reports/Specifications		0	$ -
TOTAL POSTAGE / DELIVERY			$ -
SUBCONSULTANTS			
CQC - Geotechnical Investigation			$ -
Barragan and Associates - Survey			$ -
Omega Engineers Inc. - Permitting and Utilities			$ 10,000.00
TOTAL SUBCONSULTANTS			$ 10,000.00

TRAVEL	#People	#Days	Flight @ $ 780.00	Car @ $ 100.00	Lodging @ $ 190.00	Per Diem @ $ 90.00	Tolls @ $ -	No. of Times	
Task 5.06.01 Pre-Construction Conference	2	2	$ 1,560.00	$ 100.00	$ 380.00	$ 360.00	$ -	1	$ 2,400.00
Task 5.06.04 Pre-Paving Meeting	2	2	$ 1,560.00	$ 100.00	$ 380.00	$ 360.00	$ -	1	$ 2,400.00
Task 5.06.06 Periodic Site Visits	2	2	$ 1,560.00	$ 100.00	$ 380.00	$ 360.00	$ -	4	$ 9,600.00
Task 5.06.07 Substantial Completion Observation	2	2	$ 1,560.00	$ 100.00	$ 380.00	$ 360.00	$ -	1	$ 2,400.00
Task 5.06.08 Final Observation	2	2	$ 1,560.00	$ 100.00	$ 380.00	$ 360.00	$ -	1	$ 2,400.00
									$ 19,200.00
MILEAGE	800	Miles @ $ 0.70							$ 560.00
SUM OF ODC's									**$ 29,760.00**

Total Proposed Fee for: **Task 5 – Construction Phase Services** **COST PLUS NOT TO EXCEED** **$ 230,890.30**

RS&H

EXHIBIT A - ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES

El Paso International Airport
SIDA Ramp Expansion

CLOSEOUT PHASE SERVICES

	SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROJECT DIRECTOR	CONSTRUCTION MANAGER V	ENGINEER III	ENGINEER II	ENGINEER I	ELECTRICAL ENGINEER V	ELECTRICAL ENGINEER II	AVIATION PLANNER V	ADMIN ASST.	TOTAL
Task 6 – Closeout Phase Services													
	Task 6.01 Prepare Project Record Drawings		8.0		4.0	2.0	8.0	24.0	4.0	12.0			62.0
	Task 6.02 Update Final Engineer's Report		4.0			8.0	20.0						32.0
	Task 6.03 Meetings / Presentations												
1	Task 6.03.01 Warranty Observation		12.0		12.0								24.0
	TOTAL HOURS	0.0	24.0	0.0	16.0	10.0	28.0	24.0	4.0	12.0	0.0	0.0	118.0
	RATE	$ 414.18	$ 266.20	$ 397.91	$ 313.92	$ 264.94	$ 143.95	$ 136.09	$ 408.44	$ 149.81	$ 345.27	$ 110.76	
	TOTAL LABOR $	$ -	$ 6,388.80	$ -	$ 5,022.72	$ 2,649.40	$ 4,030.60	$ 3,266.16	$ 1,633.76	$ 1,797.72	$ -	$ -	**$ 24,789.16**

OTHER DIRECT NON-SALARY COSTS					
	# PLANS	#PAGES	#SETS		
	@	@	0		
REPRODUCTION	$ 1.10	$ 0.15			
Plans	70				$ -
Reports/Specifications		1000			$ -
TOTAL REPRODUCTION					$ -
POSTAGE / DELIVERY	# PLANS	# SPECS			
	@	@			
	$ 15.00	$ 10.00			
Plans	0				$ -
Reports/Specifications		0			$ -
TOTAL POSTAGE / DELIVERY					$ -
SUBCONSULTANTS					
CQC - Geotechnical Investigation					$ -
Barragan and Associates - Survey					$ -
Omega Engineers Inc. - Permitting and Utilities					$ -
TOTAL SUBCONSULTANTS					$ -

TRAVEL	#People	#Days	Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of Times	
			$ 650.00	$ 85.00	$ 160.00	$ 75.00	$ -		
Task 6.03.01 Warranty Observation	2	2	$ 1,300.00	$ 85.00	$ 320.00	$ 300.00	$ -	1	$ 2,005.00
									$ 2,005.00
MILEAGE	100	Miles @	$ 0.70						$ 70.00
SUM OF ODC's									**$ 2,075.00**

Total Proposed Fee for:	**Task 6 – Closeout Phase Services**	**COST PLUS NOT TO EXCEED**	**$ 26,864.16**
Total Fee for all Services:			**$ 697,936.47**

El Paso International Airport

SIDA Ramp Expansion

Project Team Hourly Rate Schedule

January 1st, 2025 through December 31, 2025

Labor Category		Hourly Rate
MANAGEMENT		
Project Officer	$	366.07
Project Director	$	351.70
Project Manager	$	235.29
Administrative Assistance	$	97.9
CIVIL ENGINER		
Engineer I	$	120.28
Engineer II	$	175.47
Engineer III	$	234.17
Engineer IV	$	300.14
Engineer V	$	336.36
ELECTRICAL ENGINEER		
Engineer II	$	125.59
Engineer III	$	161.18
Engineer IV	$	231.64
Engineer V	$	344.13
PLANNER/AVIATION		
Aviation Planner I	$	117.14
Aviation Planner II	$	159.38
Aviation Planner III	$	231.69
Aviation Planner IV	$	294.20
Aviation Planner V	$	305.17
ENVIRONMENTAL SPECIALIST		
Environmental I	$	120.53
Environmental II	$	166.93
Environmental III	$	206.26
Environmental IV	$	253.24
Environmental IV	$	551.00
CONSTRUCTION MANAGEMENT		
Field Representative III	$	176.14
Field Representative IV	$	234.84
Construction Manager V	$	277.46

1. The schedule of hourly rates above is only included for Construction Administration and Closeout services and is not applicable to design and bidding services (completed as lump sum).

2. The schedule of hourly rates above is only effective for the date range shown. If work is required outside the date range shown, rates are subject to negotiation with the Client.

3. Reimbursement for expenses will be at the cost of the item expenses. Reimbursement for mileage will be at a rate of $0.70 / mile.

El Paso International Airport
SIDA Ramp Expansion
Project Team Hourly Rate Schedule
January 1st, 2026 through December 31, 2026

Labor Category		Hourly Rate
MANAGEMENT		
Project Officer	$	375.22
Project Director	$	360.49
Project Manager	$	241.17
Administrative Assistance	$	100.35
CIVIL ENGINER		
Engineer I	$	123.29
Engineer II	$	179.86
Engineer III	$	240.02
Engineer IV	$	307.64
Engineer V	$	344.77
ELECTRICAL ENGINEER		
Engineer II	$	128.73
Engineer III	$	165.21
Engineer IV	$	237.43
Engineer V	$	352.73
PLANNER/AVIATION		
Aviation Planner I	$	120.07
Aviation Planner II	$	163.36
Aviation Planner III	$	237.48
Aviation Planner IV	$	301.56
Aviation Planner V	$	312.80
ENVIRONMENTAL SPECIALIST		
Environmental I	$	123.54
Environmental II	$	171.10
Environmental III	$	211.42
Environmental IV	$	259.57
Environmental IV	$	564.78
CONSTRUCTION MANAGEMENT		
Field Representative III	$	180.54
Field Representative IV	$	240.71
Construction Manager V	$	284.39

1. The schedule of hourly rates above is only included for Construction Administration and Closeout services and is not applicable to design and bidding services (completed as lump sum).

2. The schedule of hourly rates above is only effective for the date range shown. If work is required outside the date range shown, rates are subject to negotiation with the Client.

3. Reimbursement for expenses will be at the cost of the item expenses. Reimbursement for mileage will be at the IRS-approved standard mileage rate for 2026.

El Paso International Airport
SIDA Ramp Expansion
Project Team Hourly Rate Schedule
January 1st, 2027 through December 31, 2027

Labor Category		Hourly Rate
MANAGEMENT		
Project Officer	$	384.60
Project Director	$	369.50
Project Manager	$	247.20
Administrative Assistance	$	102.86
CIVIL ENGINER		
Engineer I	$	126.37
Engineer II	$	184.35
Engineer III	$	246.02
Engineer IV	$	315.33
Engineer V	$	353.39
ELECTRICAL ENGINEER		
Engineer II	$	131.95
Engineer III	$	169.34
Engineer IV	$	243.37
Engineer V	$	361.55
PLANNER/AVIATION		
Aviation Planner I	$	123.07
Aviation Planner II	$	167.45
Aviation Planner III	$	243.42
Aviation Planner IV	$	309.09
Aviation Planner V	$	320.62
ENVIRONMENTAL SPECIALIST		
Environmental I	$	126.63
Environmental II	$	175.38
Environmental III	$	216.70
Environmental IV	$	266.06
Environmental IV	$	578.89
CONSTRUCTION MANAGEMENT		
Field Representative III	$	185.06
Field Representative IV	$	246.73
Construction Manager V	$	291.50

1. The schedule of hourly rates above is only included for Construction Administration and Closeout services and is not applicable to design and bidding services (completed as lump sum).

2. The schedule of hourly rates above is only effective for the date range shown. If work is required outside the date range shown, rates are subject to negotiation with the Client.

3. Reimbursement for expenses will be at the cost of the item expenses. Reimbursement for mileage will be at the IRS-approved standard mileage rate for 2027.

El Paso International Airport
SIDA Ramp Expansion
Project Team Hourly Rate Schedule
January 1st, 2028 through December 31, 2028

Labor Category		Hourly Rate
MANAGEMENT		
Project Officer	$	394.22
Project Director	$	378.74
Project Manager	$	253.38
Administrative Assistance	$	105.43
CIVIL ENGINER		
Engineer I	$	129.53
Engineer II	$	188.96
Engineer III	$	252.17
Engineer IV	$	323.21
Engineer V	$	362.23
ELECTRICAL ENGINEER		
Engineer II	$	135.25
Engineer III	$	173.57
Engineer IV	$	249.45
Engineer V	$	370.59
PLANNER/AVIATION		
Aviation Planner I	$	126.15
Aviation Planner II	$	171.63
Aviation Planner III	$	249.50
Aviation Planner IV	$	316.82
Aviation Planner V	$	328.63
ENVIRONMENTAL SPECIALIST		
Environmental I	$	129.80
Environmental II	$	179.77
Environmental III	$	222.12
Environmental IV	$	272.71
Environmental IV	$	593.37
CONSTRUCTION MANAGEMENT		
Field Representative III	$	189.68
Field Representative IV	$	252.90
Construction Manager V	$	298.79

1. The schedule of hourly rates above is only included for Construction Administration and Closeout services and is not applicable to design and bidding services (completed as lump sum).

2. The schedule of hourly rates above is only effective for the date range shown. If work is required outside the date range shown, rates are subject to negotiation with the Client.

3. Reimbursement for expenses will be at the cost of the item expenses. Reimbursement for mileage will be at the IRS-approved standard mileage rate for 2028.

El Paso International Airport
SIDA Ramp Expansion
Project Team Hourly Rate Schedule
January 1st, 2029 through December 31, 2029

Labor Category		Hourly Rate
MANAGEMENT		
Project Officer	$	404.07
Project Director	$	388.21
Project Manager	$	259.72
CIVIL ENGINER		
Engineer I	$	132.77
Engineer II	$	193.69
Engineer III	$	258.48
Engineer IV	$	331.29
Engineer V	$	371.28
ELECTRICAL ENGINEER		
Engineer II	$	138.63
Engineer III	$	177.91
Engineer IV	$	255.69
Engineer V	$	379.86
PLANNER/AVIATION		
Aviation Planner I	$	129.30
Aviation Planner II	$	175.93
Aviation Planner III	$	255.74
Aviation Planner IV	$	324.74
Aviation Planner V	$	336.85
ENVIRONMENTAL SPECIALIST		
Environmental I	$	133.04
Environmental II	$	184.26
Environmental III	$	227.67
Environmental IV	$	279.53
Environmental IV	$	608.20
CONSTRUCTION MANAGEMENT		
Field Representative III	$	194.43
Field Representative IV	$	259.22
Construction Manager V	$	306.26

1. The schedule of hourly rates above is only included for Construction Administration and Closeout services and is not applicable to design and bidding services (completed as lump sum).

2. The schedule of hourly rates above is only effective for the date range shown. If work is required outside the date range shown, rates are subject to negotiation with the Client.

3. Reimbursement for expenses will be at the cost of the item expenses.
Reimbursement for mileage will be at the IRS-approved standard mileage rate for 2029.

El Paso International Airport
SIDA Ramp Expansion
Project Team Hourly Rate Schedule
January 1st, 2030 through December 31, 2030

Labor Category		Hourly Rate
MANAGEMENT		
Project Officer	$	414.17
Project Director	$	397.92
Project Manager	$	266.21
CIVIL ENGINER		
Engineer I	$	136.09
Engineer II	$	198.53
Engineer III	$	264.94
Engineer IV	$	339.58
Engineer V	$	380.56
ELECTRICAL ENGINEER		
Engineer II	$	142.09
Engineer III	$	182.36
Engineer IV	$	262.08
Engineer V	$	389.35
PLANNER/AVIATION		
Aviation Planner I	$	132.53
Aviation Planner II	$	180.32
Aviation Planner III	$	262.14
Aviation Planner IV	$	332.86
Aviation Planner V	$	345.27
ENVIRONMENTAL SPECIALIST		
Environmental I	$	136.37
Environmental II	$	188.87
Environmental III	$	233.36
Environmental IV	$	286.52
Environmental IV	$	623.41
CONSTRUCTION MANAGEMENT		
Field Representative III	$	199.29
Field Representative IV	$	265.70
Construction Manager V	$	313.92

1. The schedule of hourly rates above is only included for Construction Administration and Closeour services and is not applicable to design and bidding services (completed as lump sum).

2. The schedule of hourly rates above is only effective for the date range shown. If work is required outside the date range shown, rates are subject to negotiation with the Client.

3. Reimbursement for expenses will be at the cost of the item expenses.
Reimbursement for mileage will be at the IRS-approved standard mileage rate for 2030.

BARRAGAN & ASSOCIATES

Land Planning & Land Surveying
(31° 44' 58.14" N 106° 19' 50.72" W)

Date: [[05-22-2025]]
Job No.: [[EPIA-SIDA RAMP
Location: [[El Paso, TX]]

Description	Code	Units	UOM	Rate	Amount
Professional					
Expert Witness (Surveying Discipline)	12	2.00	Hour	$ 250.00	$ 500.00
Project Manager	16	2.00	Hour	$ 120.00	$ 240.00
Survey Manager	20	2.00	Hour	$ 115.00	$ 230.00
Project Surveyor	22	2.00	Hour	$ 95.00	$ 190.00
Technical					
Senior Survey Technician	24	2.00	Hour	$ 100.00	$ 200.00
Survey Technician	28	0.00	Hour	$ 78.00	$ -
Field Project Representative	32	2.00	Hour	$ 75.00	$ 150.00
CADD Technician	36	100.00	Hour	$ 90.00	$ 9,000.00
Administrative					
Admin. Assistant	40	2.00	Hour	$ 45.00	$ 90.00
Word Processing/Clerk	44	2.00	Hour	$ 40.00	$ 80.00
GPS Technician					
GPS Crew (Regular Rate)	48	10.00	Hour	$ 150.00	$ 1,500.00
GPS Crew (Overtime Rate)	52		Hour	$ 110.00	$ -
Field Survey Crews					
Two Man (Regular Rate)	56	90.00	Hour	$ 150.00	$ 13,500.00
Two Man (Overtime Rate)	60		Hour	$ 176.00	$ -
Three Man (Regular Rate)	64		Hour	$ 200.00	$ -
Three Man (Overtime Rate)	68		Hour	$ 300.00	$ -
				Subtotal Labor	$ 25,680.00
Sub Consultants					
Subcontract - Engineer	70			$ 100.00	$ -
Subcontract - Soil Services/Testing	74			$ 100.00	$ -
Subcontract - Aerial Mapping	78		Contract	$ 100.00	$ -
Subcontract - Elect/Mech	82			$ 100.00	$ -
Subcontract - Other	86			$ 100.00	$ -
Subtotal Subs				**Subtotal Subs**	$ -
Direct Costs					
Mileage (Personal Vehicle)	90		mile	$ 0.585	$ -
Mileage (Survey Crew)	94		mile	$ 0.88	$ -
Reproduction-photocopies	98		each	$ 0.11	$ -
Reproduction-Blacklines	102		each	$ 5.00	$ -
Reproduction-Bond	106		each	$ 7.00	$ -
Reproduction-Vellum	110		each	$ 9.00	$ -
Reproduction-Mylars	114		each	$ 12.00	$ -
Legal Research/Title Commitment	118		(by Client)	$ -	$ -
Postage/Delivery	122			$ -	$ -
Supplies	126			$ -	$ -
Telephone/Cell Phone	130			$ -	$ -
Meals & Lodging	134			$ -	$ -
Travel	138			$ -	$ -
GPS Time	142			$ -	$ -
Line Spots	146			$ 80.00	$ -
Lidar - scanner	148				$ -
Misc…….					$ -
				Subtotal Non Labor	$ -
				Total * All	**$ 25,680.00**
				If Lump Sum or NTE, Add 10%	0.00
				Total * All	$ -
				Subtotal	$ 25,680.00
				Rate	0.00%
				Texas Taxes	$ -
Taxable Amount:	$ 25,680.00				
				Proposal Total	**$ 25,680.00**

{{ Revised: }}

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

May 22, 2025

Ana Lopez, P.E.
RS&H
13750 San Pedro Ave. Suite 300
San Antonio, TX 78232
Tel: 210301-4826
samcreynolds@GarverUSA.com

Re: El Paso International Airport – EPIA SIDA Ramp– Topographic Survey

Ana Lopez

In response to your request, we are pleased to submit this letter which constitutes our proposal for the desired surveying services for the subject project. The scope of services for this project is described by the following outline and as per your instructions:

Scope of services

Perform a Topographic Survey within EPIA – SIDA Ramp (as shown on sketch provided by RS&H). The services/information include the following.

TOPOGRAPHIC SURVEY

- Provide cross section/ topographic survey of the proposed pavement areas at **approximately 50' intervals.**
- All foot contours shall be interpolated and shown on the survey drawings and electronic files. All foot contours shall be defined as three (3) dimensional elements) and have the appropriate contour elevation definition. The contours shall take into account all faults, break lines, etc.
- All pavement grades shall be measured to the nearest hundredth of a foot and ground shots to the nearest tenth of a foot.
- Establish Taxiway centerlines.
- Survey limits of paving, taxiway edges, shoulder limits, concrete joint locations, and transitions between pavement sections.
- Coordinate utility locates. (Call One Call)
    - Existing visible aboveground utility structure and markers shall be located
- Survey all taxiway and apron pavement markings within the survey limits.
- Survey all taxiway edge lights with notation as to whether fixtures are elevated or flush mounted.
- Survey all taxiway signs within the survey limits. Lights pull boxes pole location and foundation corners.
- Accurately locate any inlets, outfalls, manholes, utilities, signs, surface expressions of underground conduits, valves, meters, fire hydrants, etc. which are within the survey limits and provide top, bottom and invert elevation for each structure. Locate the next connecting structure for each type of utility outside the survey limits identified and provide the same data.

- Pipe sizes entering and exiting all structures shall be accurately noted. If drainage structures are outside the envelope of the survey, the Surveyor shall move outside the survey limits and obtain all necessary data on the drainage system.
- All field notes shall be reduced and checked for allowable survey tolerances before being transmitted to the engineer for design.

PROJECT CONTROL

- A professional licensed land surveyor will be responsible for all surveying services.
- Project control shall be established to meet the existing Airport survey datum.
- Provide three (3) horizontal and vertical control points for the project area within 1000 feet of project site.
- Provide three (3) permanent benchmarks within the survey limits. Set the benchmarks using a recorded closed loop on established control points. Benchmarks shall be mapped and provided in a table of coordinates with elevations.
- We will provide copies of vertical control level loop notes.

SCHEDULE

- We will coordinate with the Consultant and the Airport.
- Survey Crew will be on site during scheduled work periods and may not leave the site until the scheduled end of shift without prior approval by the Consultant.
- Deliverables need to be submitted within **4-5 weeks** of issuing NTP.

DELIVERABLES

1. Electronic Survey information will be provided in a compatible AutoCAD 2024 format and a signed and sealed .PDF of survey information by a registered land surveyor in the State of Texas. The electronic drawings shall be in State Plane Coordinate System.
    a. Drawing shall accurately depict all topographic and planametric features in the defined area indicating X, Y, and Z coordinates, point numbers, and point descriptions.
    b. We will provide a layer report detailing layer name, layer color, layer linetype and a description of the layer.
    c. Surface model files shall be submitted in a file supported by standard civil design software (.XML, .DTM, or .DEM).
    d. We will submit point data as a comma delineated .TXT file, (Point, Northing, Easting, Elevation, and Description).
    e. The computer generated reference points for this survey shall be identical to those of previous surveys so that previous surveys can be referenced into this survey file and the surveys match. (if possible since most control points are usually gone)
2. We will provide copies of field sketches and photos of the defined area.
    a. All sketches should include a North arrow on each page.
    b. All improvements shall be clearly and accurately labeled with descriptions and point numbers.
    c. Sketches should include inverts (with point numbers) of all utilities including the

type and size of structure, pipe size, pipe type and direction of pipes.

3. As-built survey that conforms to FAA AC 150/5300-18B G*eneral Guidance and Specifications for Submission of Aeronautical Surveys To NGS: Field Data Collection And Geographic Information System (GIS) Standards*
4.

AIRPORT SAFETY REQUIREMENTS

- Comply with all federal, state, local, and airport requirements for work performed within aircraft operation areas and controlled areas.
- Survey crew shall be familiar and adhere to the requirements set forth in Advisory Circular 150/5370-2, "Operational Safety on Airports during Construction", latest edition.
- We will coordinate with the owner for security/clearance procedures prior to conducting the survey.

NOTES:

1. Barragan and Associates Inc. will try to obtain plan records and locate field utilities; but will not be liable to unknown records, unknown visible utilities or available recorded utilities that are not provided to us.

2. Our team does not have any badges. We need the EPIA to provide us with an escort.

"Exemptions"
The following is excluded unless otherwise requested; ALTA/ACSM Land Title Survey, Boundary Survey, Title commitment, representation through the Federal, State, City and County agencies, submittal fees, soils testing and investigation, elevation certificate, recording fees, **Boundary Survey, Construction Staking** and any other item not specifically listed in the above Scope of Services.

Barragan & Associates, Inc. proposes the above scope of work in the amount of **$25,680.00 no tax.** If this proposal meets with your approval, please indicate acceptance by signing in the space provided below and returning one signed copy to us. We appreciate the opportunity to submit this proposal and hope to work with you on this project. If you have any questions, please call us.

Sincerely

Authorization to Proceed:

Daniel Barragan
dbarragan@bnainc.net

Accepted By:_____

Date:_____

construction quality control
testing and engineering

4606 Titanic Avenue
El Paso, Texas 79904
(915) 771-7766
(915) 771-7786

CQC Testing and Engineering, L.L.C.
EPIA SIDA Airport Ramp Extension Project
Geotechnical and Materials Testing Services - Unit Rate Fee Schecule
CQC Proposal No. PGCQC25-042

A. PROFESSIONAL SERVICES	**Unit Rates***
1. Principal Engineer	$136.00 /hr.
2. Senior Geotechnical Project Engineer	$125.00 /hr.
3. Project Engineering Manager	$110.00 /hr.
4. Project Engineer	$100.00 /hr.
5. Project Engineer, EIT	$70.00 /hr.
6. Senior Geologist, P.G.	$118.00 /hr.
7. Geologist	$85.00 /hr.
8. Laboratory and Field Manager	$78.00 /hr.
9. Senior Technician	$75.00 /hr.
10. Field and Laboratory Technician - Level I	$45.00 /hr.
11. Field and Laboratory Technician - Level II	$56.00 /hr.
12. Field and Laboratory Technician - Level III	$64.00 /hr.
13. Field and Laboratory Technician - Level IV	$72.00 /hr.
14. Field and Laboratory Technician - Level V	$78.00 /hr.
15. Project RPR Inspector	$90 - 115.00 /hr.
16. Certified Erected Steel Field Welds Observation Inspector-CWI	$95- 135.00 /hr.
17. Certified Welds Observation Inspector-CWI, Level II, UT	$110 - $135.00 /hr.
18. Drafting Technician	$53.00 /hr.
19. Sr. Administrative Assistant	$60.00 /hr.
20. Clerical	$46.00 /hr.
21. Sub-Consultant Services (As Requested for Special Tasks)**	At Cost plus 11%

** - (i.e., GPR Scanning, Roofing, Welds, Paint & Primer, Mechanical, Electical, Surveying Services and Other Special Tasks)

* Note: (1) - OT charges beyond normal working hours and holidays shall be billed at 1.25% times the normal rates, if approved.
(2) - Outside Services and reimbursables will be billed at Cost + 11%
(3) - Professional Services Labor Rates shall be applied when unit rates for testing do not apply and only if approved by Client.

B. GEOTECHNICAL DRILLING AND FIELD EVALUATION SERVICES	**Unit Rates**
1. Standard Auger Drilling Rig Soil Borings with S.S. Sampling	$14.50 - 18.00 /ft.
2. Auger Drilling Rig Soil Borings with Sampling from Auger Flights	$10.00 - 12.50 /ft.
3. Drilling with All Terrain Track Drill Rig	$18.50 - 35.00 /ft.
4. Air Rotary or Mud Rotary Drilling	$35.00 - 55.00 /ft.
5. NW Rock Coring and Sampling	$75.00 - $85.00 /ft.
6. Split Spoon Testing and/or Texas Cone Penetrometer Testing	$22.00 /ea.
7. Shelby Tube Sample	$35.00 /ea.
8. DCP Tests	$120.00 /ea.
9. Soil Percolation Tests, ea. (10 feet max.)	$850.00 /ea.
10. Hand Auger Borings, per hr.	$120.00 /hr.
11. Concrete or HMAC Coring, ea.	$196.00 /ea.
12. Concrete or HMAC Patch, ea.	$25.00 /ea.
13. Coring Equipment	$110.00 /day
14. Generator Charge, per day	$90.00 /day

construction quality control
testing and engineering

4606 Titanic Avenue
El Paso, Texas 79904
(915) 771-7766
(915) 771-7786

CQC Testing and Engineering, L.L.C.
EPIA SIDA Airport Ramp Extension Project
Geotechnical and Materials Testing Services - Unit Rate Fee Schecule
CQC Proposal No. PGCQC25-042

	Unit Rates
15. DCP and Hand Auger Charge, per day	$190.00 /day
16. Installation of Monitoring Wells or Piezometer Wells	At Cost +11%
17. Local Auger Drill Rig and Crew Mob., within city limits	$350.00 - $600.00 /ea.
18. Out of Town Track Drilling Rig Mob.	At Cost +11%
19. Out of Town Per Diem, per person	$36.00 - $55.00 /day
20. Material Supply Costs and Equipment Rental, if required	At Cost +11%
21. Support Vehicle, within city limits	75.00 /day
22. Vehicle Mileage (Indicated rate or current approved City of El Paso rate)	0.655 /mile
23. Borehole Grouting, up to 10 feet from bgs.	$12.00 /foot
24. Misc. Drilling Costs (Drilling Fluids Disposal, Borehole Abandoning, Sample Boxes, Full Boring Depth Grouting, Lodgeing).	At Cost +11%
25. Traffic Control Costs	At Cost +11%

C. LABORATORY and FIELD CONSTRUCTION MATERIALS TESTING SERVICES

SOIL SAMPLING AND TESTING

	Unit Rates
1. Vehicle Trip Charge, within city limits, does not include tech travel time.	$55.00 - $85.00 /trip
2. Moisture/Density Relationship (Methods: ASTM D698/1557) including Lab Soil Sample Preparation, Molding, M-D Curve, Reporting 1/2 hr. of on site tech time for sampling and reporting	$295.00 /ea.
3. TXDOT - M/D Relationship (Methods: TEX 113-E/ 114-E) including Lab Soil Sample Preparation, Molding, M-D Curve, Reporting 1/2 hr. of on site tech time for sampling and reporting	$295.00 /ea.
4. Atterberg Limits Test - Plasticity Index, only test if required	$65.00 /ea.
5. Soil Sieve Analysis, only test if required	$85.00 /ea.
6. Hydrometer Analysis of Fine Soils	$185.00 /ea.
7. TXDOT Linear Bar Shrinkage Test, TEX 107 E	$85.00 /ea.
8. TXDOT Wet Ball Mill Test, TEX 107 E	$240.00 /ea.
9. Soil Moisture Content Test, Method: ASTM D2216	$13.50 /ea.
10. Field Density Tests - 3 min. per trip (Method: Nuclear Density Gage); includes 1 hr. of on-site tech-time for testing, reporting, Stand by time shall be applied at the applicable rate after 1 hour.	$34.00 /ea.
11. Sand Cone In-Place Density Test, 3 min. per trip	$70.00 /ea.
12. Laboratory Soil California Bearing Ratio Test, 2 pt.	$350.00 /ea.
13. Soil Consolidation Test, Method: ASTM D2434	$650.00 /ea.
14. One Dimensional Swell Test, Method ASTM D4546	$185.00 /ea.
15. Permeability Test, Flexible Wall (Triaxial), Method: ASTM D5084.	$550.00 /ea.
16. Laboratory Soil pH and Electrical Resistivity Test	$125.00 /ea.
17. Soil Unconfined Compressive Strength Test	$85.00 /ea.
18. Soil Direct Shear Test, 3 points	$550.00 /ea.
19. Bar Linear Shrinkage of Soils, TEX 107-E	$60.00 /ea.
20. Sand Equivalent Test, TEX 203-F	$85.00 /ea.
21. Specific Gravity of Soils and/or Rock Corrections	$84.00 /ea.
22. TXDOT Triaxial Compression Test, TEX 117 E	$1,650.00 /ea.

CONCRETE SAMPLING AND TESTING

Unit Rates

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CQC Proposal No. PGCQC25-042

23.	Vehicle Trip Charge, within city limits, does not include tech travel time.	$55.00 - $85.00 /trip
24.	Concrete Compressive Strength Testing: 5 concrete cylinders per set (Includes: 1 hr. tech-time, slump, temperature, reporting, additional tech stand by time applied after 1 hour).	$275.00 /set
25.	Air Content and Additional Slump Tests, (does not include additional tech-time, stand-by time, if required).	$24.00 /ea.
26.	Additional Cylinder Samples	$22.00 /ea.
27.	Unit Weight and Yield Tests	$60.00 /ea.
28.	Concrete Mix Designs	As Requested
29.	Concrete Beams Flexural Strength Tests (Beams) 4 min. per trip (Includes: 1 hr. tech-time, slump, temperature, pick-up, reporting, additional tech stand by time applied after 1 hour).	$85.00 /ea.
30.	Concrete Rebound Hammer Test, Does not include Tech Time or Trip Charge	$70.00 /ea.
31.	Floor Flatness / Levelness Testing	$1,200.00 /day
32.	Floor Flatness Equipment Rental	$500.00 /day
33.	Windsor Probe	$140.00 /ea.

ASPHALTIC-CONCRETE MATERIALS SAMPLING AND TESTING		**Unit Rates**
1.	Vehicle Trip Charge, within city limits, does not include tech travel time.	$55.00 - $85.00 /trip
2.	Asphaltic-Concrete (AC) Extraction, Gradation, Bitumen Content, Marshall Stability & Flow Lab Testing and reporting.	$310.00 /ea.
3.	Superpave Gyratory Compacted AC Samples	$55.00 /ea.
4.	AC Maximum Theoretical Specific Gravity Lab Test (Rice)	$97.00 /ea.
5.	AC Material Sample Pick-Up, Min. 1 hour of on site tech time	$75.00 /hr.
6.	AC Mat Surface Density Tests - 3 min. per trip (Nuclear Density Gage); includes 1 hr. of on-site tech-time for testing, reporting, Stand by time shall be applied at the applicable rate after 1 hour.	$34.00 /ea.
7.	Coring of Asphaltic Concrete, Determine Thickness & Density 3 cores minimum per trip and reporting.	$90.00 /ea.
8.	Senior Technician time for Material Supplier Plant Observation and Evaluation of Supplied HMAC Materials (Rolling Paterns)	$75.00 /hr.
9.	Indirect Tensile Strength of HMAC Samples, 3 minimum, 1 hour of tech lab time and reporting.	$70.00 /ea.
10.	Hamburg Wheel-Tracking Test, TEX 242-F	$650.00 /ea.

MORTAR AND GROUT SAMPLING AND TESTING		**Unit Rates**
1.	Vehicle Trip Charge, within city limits, does not include tech travel time.	$55.00 - $85.00 /trip
2.	Grout Prisms Compressive Strength Testing: 4 prisms per set (Includes: 1 hr. tech-time, slump, temperature, pick-up charge, reporting, additional tech stand by time applied after 1 hour).	$275.00 /set

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	Unit Rates
3. Mortar Cubes Compressive Strength Testing: 3 cubes per set (Includes: 1 hr. tech-time, temperature, pick-up charge, reporting, additional tech stand by time applied after 1 hour).	$265.00 /set
4. Compressive Strength of Masonry Units, per block	$85.00 /ea.
5. Absorption of Masonry Units, per block	$53.00 /ea.
6. Mortar / Grout Mix Designs	As Requested

AGGREGATES SAMPLING AND TESTING	**Unit Rates**
1. Vehicle Trip Charge, within city limits, does not include tech travel time.	$55.00 - $85.00 /trip
2. Gradation	$85.00 /ea.
3. Soundness, 5 cycles - Sodium or Magnesium	$230.00 /ea.
4. LA Abrasion	$275.00 /ea.
5. Degradation of Coarse Aggregates by Micro-Deval Abrasion	$290.00 /ea.
6. Specific Gravity and Absorption	$95.00 /ea.
7. Clay Lumps/Friable Particles and/Organic Impurities	$70.00 /ea.
8. Flat/Elongated Particles	$70.00 /ea.
9. Fractured Face Count	$70.00 /ea.
10. Determining Chloride and Sulfate Content in Soils	$125.00 /ea.

D. OTHER TECHNICAL PROFESSIONAL SERVICES	**Unit Rates**
1. "Call-Out" Basis - Site Steel Welding Observations - Certified Technician (CWI) Steel and Weld Observations, min. 4 hours per trip (Does not include equipment/rental such as scissor lifts or NDT Testing, if required.	$95- 120.00 /hr.
2. "Call-Out" Basis - Ultrasonic Testing - Certified Technician Steel and Weld Observations, min. 8 hours per trip (Does not include equipment/rental such as scissor lifts).	$110 - $135.00 /hr.
3. Soil Percolation Tests (does not include pipe costs, drilling or soil classification). Max. depth 10 feet.	$500.00 /ea.
4. Seismic Refraction and Ground Penetrating Radar Evaluations	At Cost + 10%
5. Deep Foundation Drilling and Placement Observation and Inspections.	$85.00 /hr.
6. Pier or Auger Cast Pile Load Test Observations and Evaluation	$85.00 /hr.
7. Grout Flow Testing	$22.00 /ea.
8. Placement Observation and Testing of Engineering Fill Materials	$72.00 /hr.

E. OTHER INDIRECT COSTS	
1. Other Costs (Special Testing, Shipping, Rental or Equipment Insurance, etc.)	At Cost +11%
2. Project Administration Fee: Includes; Clerical Time, Report Reproduction and Mailing Costs, **5.5%** of earned fee shall be applied to each invoice.	**5.5%** Applied to Each Issued Invoice

Charges will be assessed only for actual tests performed and services rendered. This proposal does not include services conducted on Sundays, Saturdays or holidays or not within regular working hours (8:00 am to 5:00 pm) from Monday through Friday. Our services on Sundays, Saturdays or holidays, or not within working hours will be invoiced at 1.25 times the unit rates presented within this fee schedule.

HOURLY RATE SCHEDULE			
SPECIFIED RATE **LS payments are based upon the Table of Deliverables (TOD) as identified in the TASK ORDER (TO)**			
PROVIDER NAME:	**Omega Engineers, Inc.**		
DIRECT LABOR			
LABOR/STAFF CLASSIFICATION	**YEARS OF EXPERIENCE**	**HOURLY BASE RATE**	**HOURLY CONTRACT RATE**
Project Manager - PS&E ID	10+	$110.00	$271.33
Deputy Project Manager	10+	$95.00	$234.33
Technical Advisor - Senior	20+	$112.50	$277.50
Quality Manager	10+	$90.00	$222.00
Engineer (Senior)	15+	$88.78	$218.99
Engineer (Project) - Senior	15+	$79.43	$195.93
Engineer (Project)	10 to 15	$68.93	$170.03
Engineer (Design)	5 to 10	$60.00	$148.00
Engineer (Structural) - Senior	15+	$90.00	$222.00
Engineer (Structural)	5 to 15	$70.00	$172.67
Engineer (Traffic) - Senior	15+	$90.00	$222.00
Engineer (Traffic)	5 to 15	$62.50	$154.17
Engineer (Bridge) - Senior	15+	$90.00	$222.00
Engineer (Bridge)	5 to 15	$70.00	$172.67
Engineer (Hydraulic) - Senior	15+	$86.10	$212.38
Engineer (Hydraulic)	5 to 15	$66.50	$164.03
Engineer (Utilities) - Senior	15+	$69.00	$170.20
Engineer (Utilities)	5 to 15	$60.00	$148.00
Engineer-In-Training	0 to 5	$43.50	$107.30
Engineer Technician - Senior	15+	$48.91	$120.64
Engineer Technician	5 to 15	$38.06	$93.88
Engineer Technician - Junior	0 to 5	$31.73	$78.27
CADD Operator - Senior	15+	$46.24	$114.06
CADD Operator	5 to 15	$33.47	$82.56
CADD Operator - Junior	0 to 5	$28.37	$69.98
GIS Manager - Senior	15+	$50.00	$123.33
GIS Operator - Senior	15+	$50.50	$124.57
GIS Operator	5 to 15	$36.00	$88.80
GIS Operator - Junior	0 to 5	$33.00	$81.40
Graphic Designer - Senior	15+	$48.00	$118.40
Graphic Designer	5 to 15	$40.00	$98.67
Public Information Specialist	0 to 5	$38.00	$93.73
Public Involvement Officer - Senior	15+	$64.00	$157.87
Public Involvement Officer	5 to 15	$60.00	$148.00
Public Involvement Officer - Junior	0 to 5	$32.00	$78.93
Public Involvement Specialist - Senior	15+	$64.00	$157.87
Public Involvement Specialist	5 to 15	$50.00	$123.33
Public Involvement Specialist - Junior	0 to 5	$32.00	$78.93
Visualization 3D Manager	15+	$80.00	$197.33
Visualization 3D Modeler	5 to 10	$54.00	$133.20
Visualization 3D Graphic Photoshop Artist	0 to 5	$38.50	$94.97
Visualization 3D Specialist - Senior	15+	$80.00	$197.33
Visualization 3D Specialist	5 to 15	$46.00	$113.47
Hydrologist - Senior	15+	$86.10	$212.38
Hydrologist	5 to 15	$65.00	$160.33
Scheduler - Senior	15+	$78.00	$192.40
Scheduler III	5 to 10	$47.00	$115.93
Utilities Coordinator - Senior	15+	$69.00	$170.20
Utilities Coordinator		$50.00	$123.33
Utilities Field Inspector - Senior	15+	$55.00	$135.67
Utilities Field Inspector		$43.00	$106.07
Administrative/Clerical		$29.44	$72.62
INDIRECT COST RATE:	**114.50%**		
PROFIT RATE:	**11.00%**		

Contract rates include labor, overhead, and profit.

All rates are negotiated rates and are not subject to change or adjustment.

Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit.

Lump Sum Payment Basis - Invoice by deliverable, according to the TOD. A copy of the TOD shall be included with each Invoice Package and is payable by each deliverable and line item as identified in the TOD. Partial payments of line item are not allowed. Documentation of

Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

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June 27, 2025

RS&H, Inc.
13750 San Pedro Avenue, Suite 300
San Antonio, Texas 78232

Attn.: Ms. Ana Lopez, P.E.
Engineer, Aviation

Re: Proposal for General Geotechnical Subsurface Soils Evaluation
El Paso International Airport SIDA Ramp Extension Project
El Paso, El Paso County, Texas
CQC Proposal No. PGCQC25-042

Dear Ms. Lopez:

In response to your request, CQC Testing and Engineering, L.L.C. (CQC) is pleased to provide **RS&H, Inc. (Client)** with this proposal to conduct a general geotechnical subsurface soils evaluation for the above referenced project. We thank you for providing our firm an opportunity to provide professional geotechnical consulting services on this El Paso International Airport improvements project. This proposal presents our understanding of the project, our proposed scope of services, our estimated lump sum fee, and our standard terms and conditions associated with our requested geotechnical services on this project.

I. General Project Description

Based on general information and the scope of services for the EPIA SIDA Ramp Expansion provided by our Client, we understand that the proposed project shall consist of the design and construction of a new ramp extension north of Taxiway U within the El Paso International Airport located at 6701 Convair Road in El Paso, El Paso County, Texas. We understand that a new ramp shall be designed in accordance with Federal Aviation Administration (FAA) guidelines. It is our understanding that a flexible pavement structure shall be preferred by the owner.

The specific objective of our scope of services shall be to generally evaluate the subsurface soil conditions within the general area of the proposed ramp extension, collect subsurface soils information, conduct Standard Penetration Tests (SPT) and provide recommendations for subgrade stabilization and CBR design values to be considered in pavement section analysis. General pavement structure sections shall also be provided based on design aircraft, gross weight and annual departure information provided by our client.

II. General Requested Subsurface Exploration Evaluation

As requested, our general subsurface evaluation shall consist of drilling a total of four (4) vertical subsurface exploration borings within the project site to a maximum depth of 10 feet, each below the existing ground/pavement surface elevations. The borings shall be drilled to the indicated depths or auger refusal, whichever is shallower. The general boring locations are indicated on the attached General Geotechnical Subsurface Exploration Boring Location Aerial Plan, Sheet 1. At the requested boring (C-1/B-1) within the existing paved ramp the pavement shall be cored to identify and log the existing pavement section material types and thicknesses for consideration in cost estimates, new pavement section transitions and design.

In addition, four (4) Dynamic Cone Penetrometer (DCP) tests shall be performed at requested boring locations to measure the apparent bearing resistance and correlated CBR value of the in place earth soil materials to a depth up to 5 feet below the existing ground/pavement surface elevation.

In general, the borings shall be logged in the field by our geotechnical engineering technical staff. If groundwater or water seepage is immediately encountered during our field activities, the depth shall be recorded. Based on our experience of the geohydrology within the El Paso region the static ground water depth within the EPIA property is well over 70 feet below the existing ground surface elevations.

The borings shall be drilled in general accordance with standard procedures using a truck-mounted rotary-drilling rig utilizing hollow stem augers. During our drilling activities SPTs, in accordance with ASTM procedures, shall be collected at discrete depth intervals to the maximum boring depths to estimate the relative field bearing capacity of the subsurface soils. In conjunction with our penetration tests, soil samples shall be collected using conventional split-spoon sampling techniques or as required based on the encountered soil types and conditions.

All collected soil samples from borings shall be properly identified with date, sample location, sample depth and penetration measurements. Representative portions of all obtained samples shall be sealed to prevent moisture loss and transported to our laboratory for further observation and engineering soil classification testing on selected soil samples.

At the completion of our field operations, each boring shall be backfilled with auger cuttings and firmly compacted at the ground surface elevation. Boring B-1 located within the paved area shall be patched with rapid set high strength concrete material to at least the depth of the encountered pavement structure.

We respectfully request that our Client's land surveyor include our exploration core/boring locations within their scheduled survey points, so that we may report ground elevations and coordinates for each exploration boring, if required. CQC shall record and report latitude and longitude coordinates at each final boring location.

Client shall be responsible for coordinating access into to Airport property. We understand that CQC's field crew shall be escorted by EPIA staff and shall remain in control and be present during all coring and drilling operations. CQC also anticipates that EPIA shall provide a trailer mounted portable bathroom during field work activities. All field work activities are expected to be performed during daytime hours and normal business days. CQC shall attend required SIDA training and driving classes, if required EPIA. We anticipate that training may be performed within an 8-hour period once approved to attend training classes. We understand background checks on CQC personnel entering SIDA areas may be required.

We respectfully request that our client provide utility as-built drawings and/or information for the subject project area to reduce the potential of penetrating through underground utilities during our drilling and field activities. CQC shall assist in locating the borings in the field and call Texas811 to request utility locates. However, it should be noted that typically the utility line locators will not mark utility lines within private property. As a result, subsurface exploration borings shall not be performed in areas where utility lines are not appropriately marked or identified in the field to avoid a potential unsafe working condition for our employees. If this condition occurs, CQC shall meet with our Client to review the field conditions and relocate the soil borings, if necessary.

In order to further mitigate the potential of penetrating underground utilities at requested boring or relocated boring locations, limited Ground Penetrating Radar (GPR) scans shall also be performed at the soil boring locations to aid in locating and identifying any existing underground utilities or any other

underground features prior to our subsurface exploration described above. Our GSSI SIR 4000 control unit along with a 2.6 GHz antenna capable to evaluate subsurface anomalies to a depth of up to 5 feet depending on noise disturbance shall be utilized.

Our laboratory engineering soil classification tests shall be limited to soil moisture contents, plasticity index tests, soil particle size analysis tests, soil shrinkage tests, up to three (3) soil moisture-density relationship tests, up to three (3) soil sulfate tests, up to three (3) laboratory soil California Bearing Ratio (CBR) tests, up to two (2) unconfined compressive strength tests, and a single soil cement series test performed in general accordance with applicable ASTM test procedures. Our engineering soil classification laboratory tests do not include chemical analysis of collected soil samples for environmental hazardous material assessment purposes.

III. Soils Evaluation Report and Schedule

At the completion of our soil exploration drilling activities, soil evaluation and engineering soil classification testing, a formal written letter geotechnical report shall be prepared and provided to our Client. Our soils evaluation letter report shall provide a boring location plan, subsurface exploration boring logs, laboratory engineering soil classification test results and geotechnical soil parameters to guide the design of the flexible pavement section in accordance with FAA AC/150 5320-6G circular guidelines.

Our geotechnical report shall also provide considerations related to geology, ground water, frost depth, soil stratigraphy, soil swelling potential, drainage considerations, subgrade stabilization guidelines, pavement section material types in accordance with FAA standards and construction soil preparation, soil compaction and testing recommendations.

We anticipate that we may commence our drilling activities within fifteen (15) working days from our client's written notice to proceed and once all clearances to enter the SIDA areas have been secured. An electronic pre-final review and comment report shall be provided within five (5) weeks after the completion of our field evaluation activities. An electronic PDF copy of the final report shall be provided once comments are received from our pre-final report submittal.

IV. Estimated Lump Sum Fee and Scope of Work Terms

We propose to provide the scope of work defined in this proposal for an estimated lump sum fee of **$29,967.40**. Our estimated fee anticipates that the site terrain shall be accessible to our truck mounted drilling rig and support vehicles. A break down our estimated fee is attached to this proposal and presented as Exhibit A for our clients review.

Our scope of work under this proposal does not include the following; rental of equipment to grade access to our boring locations, topographic surveying services, delineation of buried materials and/or structures, a groundwater or water seepage study, sink hole study, landslide study, global slope stability of the site, site specific ground motions seismic analysis, dynamic analysis of the soil, preparation of engineering plans, bid specifications, engineering cost estimates, an environmental assessment of the project sites air, soil, water, site fault delineation and evaluation, delineation of subsurface flowing water either on or adjacent to the project site limits, the development of a dewatering plan, development of a trench safety plan, construction materials testing services during construction, an assessment of the potential impacts or distress to existing structures on or adjacent to the project site resulting from construction activities, and directing or controlling the means and methods utilized by contractors during the construction of the project. CQC and our Client shall have no liability for claims resulting from the contractor's selected means and methods of construction.

Our services shall be performed in accordance with the scope of services described in this proposal. By approving this proposal, our Client agrees to retain our services for the above estimated fees and attached Standard Terms and Conditions, Sheet 1 of 1. Our invoices are due and payable at 4606 Titanic Avenue, El Paso, Texas 79904. All parties hereby agree that this agreement upon acceptance will be performable in El Paso County, Texas. This document and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal. This proposal is valid for a period of up to 60 days. CQC reserves the right to reevaluate our proposal beyond the referenced period. Again, we appreciate the opportunity to submit this proposal. Should you have any questions or comments regarding this proposal, please feel free to contact us.

Respectfully Submitted,
CQC Testing and Engineering, L.L.C.
TBPE Firm Registration No. F-10632

Carlos Saucedo, P.E.
Operations Manager / Project Engineer
csaucedo@cqcenggat.com

Jaime Rojas, P.E.
President / Principal Engineer
jrojas@cqcenggat.com

Attachments: 1.) General Geotechnical Subsurface Exploration Boring Location Aerial Plan, Sheet 1
2.) Exhibit A – Geotech Services Fee Estimate, 1 Page
3.) Standard Terms and Conditions, Sheet 1 of 1

Copies: 1.) Above Addressee – 1 copy by e-mail (ana.lopez@rsandh.com)

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Note * Requested core and vertical boring locations are approximate and may be relocated based on the actual current site conditions and existing overhead and underground utility line locations.

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General Geotechnical Subsurface Exploration Core & Boring Location Aerial Plan

El Paso International Airport SIDA Ramp Extension Project
6701 Convair Road
El Paso, El Paso County, Texas

Client: RS&H, Inc.	
CQC Proposal No. PGCQC25-042	
Scale: NTS	Check by: JR
Date: 06/27/2025	Sheet 1

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GEOTECH SERVICES FEE ESTIMATE
El Paso International Airport SIDA Ramp Expansion Project
Client: RS&H Inc.
CQC Proposal No. PGCQC25-042
Effective Date: June 27, 2025

Item No.	I. Project Setup and Administration							
	Professional Labor Description	**Qty**	**Unit**	**Base Labor Rate**			**Extension**	
1	Principal Engineer	5	hr.	$	136.00	$	680.00	
2	Project Engineer	15	hr.	$	125.00	$	1,875.00	
3	Administrative Assistant	3	hr.	$	58.00	$	174.00	
		Section No. I -		**Subtotal**		**$**	**2,729.00**	
	II. Geotechnical Field Work Services							
	Direct Cost (Field Work) Description	**Qty**	**Unit**	**Rate**			**Extension**	
1	Soil Boring - w/Split Spoon and Shelby Tube Sampling, **(4 borings to 10 feet, or auger refusal)**	8	hr.	$	320.00	$	2,560.00	
2	Drill Crew Technicans - Meetings and Training	20	hr.	$	75.00	$	1,500.00	
3	Drill Crew Mobilization, within City Limits	2	ea.	$	400.00	$	800.00	
4	DCP Tests	4	ea.	$	120.00	$	480.00	
5	DCP Equipment Charge	2	day	$	190.00	$	380.00	
6	Support Vehicle Usage	6	ea.	$	75.00	$	450.00	
7	Staff Engineer Time for coordination, utility verification, logging, soil sample collection and test assigning.	48	hr.	$	85.00	$	4,080.00	
8	Coring Crew and patching	2	hr.	$	176.20	$	352.40	
9	Coring Equipment and Bit Cost (12 inch diameter and up to 24 inch long barrel)	1	ls.	$	2,800.00	$	2,800.00	
10	Generator Usage Charge	1	day	$	85.00	$	85.00	
11	Core Hole Patching, greater than 6 inches	1	ea.	$	85.00	$	85.00	
12	Borehole Grouting (Bentonite Chips)	12	ft.	$	12.00	$	144.00	
13	GPR Scanning	1	ls	$	1,500.00	$	1,500.00	
		Section No. II -		**Subtotal**		**$**	**15,216.40**	
	III. Laboratory Engineering Soil Classification Testing Services							
	Laboratory Test Description	**Qty**	**Unit**	**Rate**			**Extension**	
1	Soil Moisture Contents	20	ea.	$	13.50	$	270.00	
2	Atterberg Limits Test	12	ea.	$	65.00	$	780.00	
3	Soil Sieve Analysis Test	16	ea.	$	85.00	$	1,360.00	
4	Bar Linear Shrinkage Test	2	ea.	$	85.00	$	170.00	
5	Soil Sulfate Tests	3	ea.	$	95.00	$	285.00	
6	Soil Unconfined Compressive Strength Test	2	ea.	$	85.00	$	170.00	
7	Soil Cement Series	1	ea.	$	1,100.00	$	1,100.00	
8	Laboratory California Bearing Ratio Soil Test, 2 pt	3	ea.	$	350.00	$	1,050.00	
9	Soil Moisture-Density Relationship Test	3	ea.	$	295.00	$	885.00	
		Section No. III -		**Subtotal**		**$**	**6,070.00**	
	IV. Professional Technical Evaluation, Analysis and Geotechnical Report Preparation Services							
	Labor Description	**Qty**	**Unit**	**Base Labor Rate**			**Extension**	
1	Staff Engineer	12	hr.	$	85.00	$	1,020.00	
2	Principal Engineer	6	hr.	$	136.00	$	816.00	
3	Project Engineer	32	hr.	$	125.00	$	4,000.00	
4	Clerical	2	hr.	$	58.00	$	116.00	
		Section No. IV -		**Subtotal**		**$**	**5,952.00**	
				Subtotal of Items I through IV		**$**	**29,967.40**	
				Estimated Geotechnical Services Fee		**$**	**29,967.40**	

construction quality control
testing and engineering

Standard Terms and Conditions

4606 Titanic Avenue
El Paso, Texas 79904
Ph. (915) 771-7766
Fx. (915) 771-7786
www.cqcengqat.com

1. **Performance of Services:** Consultant (CQC Testing and Engineering, L.L.C.) shall perform the service outlined in the attached proposal number **PGCQC25-042** in consideration of the stated service fees and payment terms.

Project Name: EPIA Airport SIDA Ramp Extension Project **Client Name: RS&H, Inc.**

2. **Invoicing and Payment:** The Client agrees to pay Consultant for the scope of services described in the referenced proposal. Invoices for the Consultant services will be submitted either at the completion of the project or on a monthly basis. Invoices shall be due and payable upon receipt. Accounts unpaid 30 days after the invoice date will be subject to monthly service fees of 1.5% per month, or the maximum legal rate, whichever is greater, on the unpaid balance. Accounts unpaid after 90 days after the invoice date may be subject to collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees and clerical costs. If the client fails to make payment in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this agreement by Consultant. Payments of invoices shall not be subject to any discounts or set-off by the Client, unless agreed to in writing by Consultant. Payment to Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

3. **Indemnification:** *The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, his or her officers, directors, employees, agents, and sub-consultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense cost, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities and costs attributable to the sole negligence or willful misconduct of the Consultant.*

4. **Limitation of Liability:** *In recognition of the relative risks and benefits of the Project to both the client and Consultant, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability of Consultant to the client for any and all claims, losses, costs, damages or any nature whatsoever or claims expenses from any cause of causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed $1,000,000.00 for services rendered on the project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.*

5. **Standard of Care:** In providing services under this Agreement, the consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same region under similar circumstances. Consultant makes no warranty; expressed or implied, as to its professional services rendered under this Agreement.

6. **Governing Law and Jurisdiction:** The Client and Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of El Paso County, State of Texas.

7. **Dispute Resolution:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Consultant agree that all disputes between them arising out of or relating to this agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

8. **Certificate of Merit:** The Client shall make no claim for professional negligence, either directly or in a third-party claim, against Consultant unless the client has first provided the Consultant with a written certification executed by an Independent Consultant currently practicing in the same discipline as Consultant and licensed in the State of Texas. This certification shall: a) contain the name and license number of the certified; b) specify each and every act or omission that the certified contends is a violation of the standard of care expected of a Consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Consultant not less than 30 days prior to the presentation of any claim or the institution of any binding arbitration or judicial proceeding.

9. **Ownership of Documents:** All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. Consultant shall retain all common law; statutory and other reserved rights, including the copyright thereto.

10. **Right of Entry:** The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from procedures associated with testing or investigation activities or connected in any way with the discovery of hazardous materials of suspected hazardous materials on the property.

11. **OSHA Regulations**: Please note that our services do not include the observation, review and/or providing documentation of excavation condition depths and/or means and methods utilized by the general contractor and/or subs to perform the contractual scope of work required for this project. It is the general contractor's responsibility to assign a "competent" person to perform all necessary daily observations, documentation and reporting of all excavations and/or earthwork operations on the project per the current Occupational Safety and Health Administration (OSHA) regulations. CQC shall have no liability for the contractor's selected means and methods to perform the contractual scope of work under this contract.

12. **Underground Improvements:** The client will furnish Consultant information identifying the type and location on the site of underground improvements. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant its officers, directors, employees, and sub-consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs arising or allegedly arising from subsurface penetration on the project site of from inaccuracy or incompleteness of information provided to the Consultant by the Client, except for damages caused by the sole negligence of the consultant.

13. **Scope of Services:** The Client agrees to the Scope of Services outlined in the referenced proposal. Services not set forth in the referenced proposal are excluded from the scope of Consultant services. Consultant assumes no responsibility to perform any services not specifically listed in the referenced proposal.

Client Authorized Signature:_____ **(Print Name/Title)**_____

June 27, 2025

RS&H
13750 San Pedro Ave, Suite 300
San Antonio, Texas, 78323

Attn: Mrs Ana Lopez, P.E.
Aviation Engineer

Re: Solicitation No.2025-0417R Architect and Engineering Services for El Paso International Airport SIDA Ramp Expansion.

Dear Mrs. Lopez:

In response to your request, Omega Engineers, Inc., is pleased to present to RS&H our proposal for Professional Engineering Services for Permitting and Utilities coordination services for the above-referenced project. The following is our Scope of Work and Fee associated with the proposed SIDA Ramp Expansion project.

Sincerely,

Antonio Ramirez, PE
Project Manager
8200 N. Mopac Expressway, Suite 280
Austin, Texas 78759
(737) 208-1667
aramirez@omegaengineers.com

El Paso International Airport

SIDA Ramp Expansion Design and Bidding Phase Services

PROJECT PROPOSAL / SCOPE OF SERVICES

Omega Project No:_____

OMEGA ENGINEERS, INC

8200 N. Mopac
Expressway, Suite 280
Austin, Texas 78759
(281) 647 9182

TBPE Registration. No. F-2147

PROJECT PROPOSAL / SCOPE OF SERVICES

This scope of services describes the services to be provided by Omega Engineering, Inc. ("Omega" or "Consultant") to the El Paso International Airport ("EPIA" or "Client") for professional Engineering Services for Permitting and Utilities coordination services of the SIDA Ramp Expansion ("Project") in the City of El Paso, Texas ("City"). The proposed fee for this Project is as shown in Attachment B.

1. Project Description

The project generally consists of the scope elements listed below. The project scope elements and project limits of the site are as depicted in Figure 1.

- Ramp Expansion of approximately 23,957 square yards of aircraft rated asphalt pavement – shown in yellow in Figure 1



Figure 1 – SIDA Ramp Expansion Approximate Limits

OMEGA Engineers, Inc has been tasked with Professional Engineering for Permitting and Utilities coordination Services

The Project consists of the following components:

- General coordination
- Project phasing
- Safety and security
- Dimensional control plan
- Boring layout plan
- Site Plan

- Existing conditions and demolition requirements
- Geometric layout of proposed ramp pavements
- Pavement profiles and cross sections
- Paving plan and elevation grids
- Site grading and drainage
- Drainage area maps
- Drainage calculations (excluding modeling)
- Pavement markings and taxiway lighting and signage
- Erosion control and Stormwater Pollution Prevention ("SWPPP") Best Management Practices ("BMPs")
- Restoration of disturbed limits of the site
- Project details and element descriptions
- Site-specific Construction Safety Phasing Plan ("CSPP")
- Site-specific Construction Management Plan ("CMP")
- Permit Coordination
- FAA and Tenant Coordination

The known utilities in the project area are a communication fiber optic line, a power line, and a storm sewer pipe. The Airport will provide record drawings showing the location of these utilities.

The Consultant's design is intended to exercise the reasonable standard of care to comply with local, state, and federal codes. If standards conflict, the most stringent standard will govern. The Project component will be evaluated and designed to the following publications and standards, latest edition published at time of contract execution, as applicable:

- *FAA AC 150/5300-13, Airport Design*
- *FAA AC 150/5320-5, Surface Drainage Design*
- *FAA AC 150/5320-6, Airport Pavement Design and Evaluation*
- *FAA AC 150/5340-1, Standards for Airport Markings*
- *FAA AC 150/5340-18, Standards for Airport Sign Systems*
- *FAA AC 150/5340-30, Design and Installation Details for Airport Visual Aids*
- *FAA AC 150/5345-46 Specification for Runway and Taxiway Light Fixtures*
- *FAA AC 150/5370-2, Operation Safety on Airports During Construction*
- *FAA AC 150/5370-10, Standards for Specifying Construction of Airports*
- *FAA 70/7460-1, Obstruction Marking and Lighting*
- *FAA FAARFIELD*
- OSHA – Occupational Safety and Health Administration
- National Fire Protection Agency (NFPA)
- Other relevant Applicable Federal Aviation Administration (FAA) Advisory Circulars for

design and construction not listed above

Project drawings will be prepared in AutoCAD format.

Resident Project Representative ("RPR") Services, Construction Materials Acceptance Testing, and Construction Staking, are not components of this proposal.

This scope of services assumes that all proposed project design elements will be constructed in one (1) project. There is significant overlap between design items in each task, and the fee proposal reflects that. Deviations from these assumptions once notice has been given to the Consultant to begin the services of this contract may require a change to the Project scope and additional fees.

Deletion of a task(s) or the requirement for additional services not specifically noted herein as part of the Consultant's scope will require re-evaluation of the proposed design fees.

2. Project Elements

The following is a listing of elements of the design project:

✈ Data Collection and Site Observation

- The Consultant will obtain and review record drawings associated with the project site, as may be available from the Client.
- The Consultant will obtain and review applicable design standards. For this project, FAA and City standards are anticipated to be the governing documents.
- Subsurface utility engineering (SUE) services are not components of this proposal. The intent will be to locate utilities via review of record drawings and topographic survey of visible site elements. The Contract Documents will require the Contractor to perform recommended test hole verifications.
- The Consultant will visually observe the project limits of the site and document overall visible conditions within the project limits of the site as part of the design.

✈ General

- The Consultant will provide general plan sheets for the Project (Cover Sheet, Sheet Index, General Notes, Dimensional Control Plans, Boring Layout Plan) in accordance with the applicable design standards.

✈ Geometrics and Site Design

- The Consultant will provide the geometric design of the ramp pavements. The Consultant will utilize *FAA AC 150/5300-13B, Airport Design,* to establish criteria, latest published edition at time of contract execution.
- The Consultant will perform the grading design for the site.
- The Consultant will provide design pavement markings required for the site in accordance with *FAA AC 150/5340-1, Standards for Airport Markings*, latest published edition at time of contract execution.

✈ Pavement Design

- The Consultant will provide ramp pavement strength and material design recommendations in accordance with the FAA's *FAARFIELD* standard thickness design software and *FAA AC 150/5320-6, Airport Pavement Design and Evaluation,* design guidelines, latest published edition at time of contract execution. The Consultant will coordinate with the Client's staff, FAA control tower personnel, and tenants to determine the appropriate aircraft fleet mix to be used in the ramp pavement design. It is anticipated the Client will provide final approval of the aircraft fleet mix to be used.
- SIDA Ramp pavement will consist of a new asphalt pavement section.
- The Consultant will provide pavement profiles and cross sections for the affected pavements.

✈ Airfield Electrical Improvements

- The Consultant will provide analysis and direction for the anticipated airfield lighting and signage modifications to accommodate the new airfield geometry resulting from this Project, in accordance with applicable FAA design guidelines.
- The Consultant will provide analysis and direction for the anticipated updates to the airfield electrical vault, as required. The Consultant will review regulator capacities and conditions for affected circuits.

✈ SWPPP / Erosion Controls

- The Consultant will prepare applicable SWPPP plan sheets for the Contractor to use in procurement of the stormwater construction permits. A detailed SWPPP report along with Contractor preferred Best Management Practices ("BMPs"), the Notice of Intent ("NOI"), the Notice of Termination ("NOT"), and submission to the TCEQ will be prepared by others and is excluded from this scope of services.

✈ Utility Coordination and Design

- The Consultant will design utility relocations with the intent to reduce modifications without compromising design standards. Existing utility crossings anticipated to be modified are are airfield electrical.
- The Consultant will notify the City of utilities that will require relocation.
- Construction documents will clearly show existing and proposed utility lines and utility company contacts.
- The Consultant will obtain and submit utility clearance letters from each of the affected utility companies.

✈ Permitting

- National Environmental Policy Act ("NEPA") documentation has previously been

performed by others for this Project. The NEPA documentation for SIDA Ramp Expansion was performed by the Client's staff. NEPA documentation is not a component of this scope of services.

- The Consultant will submit required documents to the City Planning and Inspections Department for review during the final design phase with the intent to obtain approval from the City Planning and Inspections Department before the construction documents are submitted for bid advertisement. The Consultant will follow up the review process with the City Planning and Inspections Department and will pick up approved documents and store them. The Consultant will not be responsible for pulling a construction permit; this will be performed by others and is excluded from this scope of services.
- No other permits are anticipated for this Project. No other permits than those specifically identified in this scope will be coordinated or applied for by the Consultant.

3. Basic Services

The Client must authorize services through issuance of a Notice to Proceed ("NTP") for each task. The Consultant will not proceed with the performance of each task until such written notice is provided. The Consultant will perform the following services:

TASK 1 PRELIMINARY DESIGN PHASE SERVICES

Task 1.01 Perform Project Initiation / Setup

The Consultant will perform appropriate Project initiation and documentation setup in order to appropriately manage the Project. The Consultant will also establish a Quality Control Plan (QCP) and Project Management Plan (PMP) for the project.

Task 1.02 Perform Data Collection and Research

The Consultant will collect and review available data related to the project limits of the site and the proposed improvements. The Consultant will review the Client's files and records to determine relevant information for the Client's staff to provide such as the airport master plan, airport layout plan, pavement evaluation reports, aerial photogrammetry, previous design drawings, existing permits, boundary surveys, development concepts and drawings, surveys, and geotechnical study reports. The Client will provide copies of all pertinent documents including CAD drawings, when available, to the Consultant in a timely manner to allow the project to move ahead efficiently. It is anticipated that the following information will be provided for review:

- ✈ Taxiway G Record Drawings and CAD Files

Task 1.03 Obtain Geotechnical Study (Omitted)

Task 1.04 Obtain Design Topographical Survey (Omitted)

Task 1.05 Development of Ramp Geometry Concepts (Omitted)

Task 1.06 Prepare Preliminary Design Documents (Omitted)

Task 1.07 Perform In-House Quality Control Review – Preliminary Design Submittal (Omitted)

Task 1.08 Submit Preliminary Design Documents (Omitted)

Task 1.09 Meeting/Presentations

To further the construction progress and coordinate efforts, various meetings are anticipated throughout the construction process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

✈ Pre-Design Conference

The Consultant will coordinate and attend one (1) pre-design/kick-off meeting with Client and various subconsultants to discuss and solidify (to the extent feasible):

- Project scope, goals, and client expectations
- Describe the methods by which the project will be performed
  - Design features, design constraints, design parameters, and local conditions
- Consider budget and funding availability as it relates to phasing considerations
- Discuss current condition of systems in question
- Understand other ongoing projects that may impact the Project
- Start to develop the design and construction schedule and submittals
- Communication channels, coordination requirements, and responsibilities
- Define invoicing requirements (both for Airport as well as processing those for subconsultants)
- Other related items

The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings. This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

✈ Site Study

The Consultant will coordinate and attend one (1) site study meeting with the Client and various subconsultants to review and document the visible conditions of the project site. The Client will attend with knowledgeable staff and provide access to limits of the project site to provide a comprehensive walkthrough. The walkthrough will use the data received in Task 1.02 as the

basis for the verification of existing documentation to the extent possible. As part of this task, measurements will be taken to validate existing condition documentation. The Airport is anticipated to escort the Consultant to the project site.

This meeting is anticipated to be held at the Airport following the pre-design conference.

✈ Design Development / Coordination Meetings

To further the design, Design Development / Coordination Meetings may be required. These meetings are intended to be "workshop" meetings to discuss design alternatives and requirements. The Consultant will attend these meetings with Client staff, City staff, FAA, Airport users, and other stakeholders, as applicable.

Two (2) meetings have been anticipated. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings.

✈ Utility Coordination Meetings

To further the design with respect to utility design, Utility Coordination Meetings may be required. These meetings are intended to be "workshop" meetings to discuss design alternatives and requirements. The Consultant will attend these meetings with Client staff, City staff, utility owners, and other stakeholders, as applicable.

Two (2) meetings have been anticipated. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings.

✈ Ramp Geometry Concept Review Meeting

The Consultant will coordinate and attend one (1) Concept Review meeting with the Client, City, FAA, and other attendees, as applicable, to receive comments and direction regarding the Ramp Geometry and Parking Layout. It is expected that one "Preferred Conceptual Alternative" will be selected by the Client within three (3) working days from the presentation. This meeting is anticipated to be held via teleconference and will not require travel by the Consultant. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meeting.

✈ Preliminary Design Review Meeting

The Consultant will coordinate and attend one (1) Preliminary Design review meeting with the Client, City, FAA, and other attendees, as applicable, to receive comments and direction regarding the PER and subsequent Design Documents. This meeting is anticipated to be held at the Airport and will require travel by the Consultant. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings.

Task 1.10 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and perform the efforts within the proposed time frame.

This task will consist of scheduling, resource allocation, monitoring, oversight, and direction for aspects of the team's efforts, and assembly and coordination of documentation. The Consultant will perform meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow up activities.

This task provides oversight of project components within the Consultant's scope of services; general correspondence by the Consultant with the Client, the City, and other governmental authorities; coordination of meetings with the Client, the City, and other governmental authorities; and Project reporting.

Task 1.11 City of El Paso Development Department Permits Coordination

The Consultant will submit the required number of plan sets to the City of El Paso Developments Department. The Engineer shall be responsible for obtaining the required approvals from the City of El Paso Development before the construction documents are submitted for bid advertisement. A applicable, it shall be the responsibility of the Consultant to follow up on the review and approval process with the City of El Paso Development Department. The City of El Paso Department of Development will review the grading and drainage, storm water pollution prevention plans and electrical permit requirements.

✈ City of El Paso Development Department Plan Review.

- Grading and Drainage Plan Review.
- Storm Water Pollution Prevention Plan Review.
- Electrical Facilities Plan Review.

TASK 2 PRE-FINAL DESIGN PHASE SERVICES

Task 2.01 Prepare Pre-Final Design Documents (Omitted)

Task 2.02 Perform In-House Quality Control Review – Pre-Final Design Documents (Omitted)

Task 2.03 Submit Pre-Final Design Documents (Omitted)

Task 2.04 Meetings / Presentations

To further the construction progress and coordinate efforts, various meetings are anticipated throughout the construction process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

✈ Design Development / Coordination Meetings

To further the design, Design Development / Coordination Meetings may be required. These meetings are intended to be "workshop" meetings to discuss design alternatives and requirements. The Consultant will attend these meetings with Client staff, City staff, FAA, Airport users, and other stakeholders, as applicable.

Two (2) meetings have been anticipated. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings

✈ Utility Coordination Meetings

To further the design with respect to utility design, Utility Coordination Meetings may be required. These meetings are intended to be "workshop" meetings to discuss design alternatives and requirements. The Consultant will attend these meetings with Client staff, City staff, utility owners, and other stakeholders, as applicable.

One (1) meeting has been anticipated. The meeting is anticipated to be held via teleconference and will not require travel by the Consultant. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings

✈ Pre-Final Design Documents Review Meeting

The Consultant will coordinate and attend one (1) Pre-Final; Design Documents review meeting with the Client, City, FAA, and other attendees, as applicable, to receive comments and direction regarding the Pre-Final Design Documents. This meeting is anticipated to be held at the Airport and will require travel by the Consultant. The Consultant will develop meeting minutes and distribute to all attendees within three (3) working days of the meetings

Task 2.05 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and perform the efforts within the proposed time frame.

This task will consist of scheduling, resource allocation, monitoring, oversight, and direction for aspects of the team's efforts, and assembly and coordination of documentation. The Consultant will perform meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task provides oversight of project components within the Consultant's scope of services; general correspondence by the Consultant with the Client, the City, and other governmental authorities; coordination of meetings with the Client, the City, and other governmental authorities; and Project reporting.

Task 2.06 City of El Paso Development Department Permits Coordination

The Consultant will submit the required number of plan sets to the City of El Paso Developments Department. The Engineer shall be responsible for obtaining the required approvals from the City of El Paso Development before the construction documents are submitted for bid advertisement. A

applicable, it shall be the responsibility of the Consultant to follow up on the review and approval process with the City of El Paso Development Department. The City of El Paso Department of Development will review the grading and drainage, storm water pollution prevention plans and electrical permit requirements.

✈ City of El Paso Development Department Plan Review.

- Grading and Drainage Plan Review and approval.
- Storm Water Pollution Prevention Plan Review and Approval.
- Electrical Facilities Plan Review and Approval.

TASK 3 FINAL DESIGN PHASE SERVICES

Task 3.01 Incorporate Pre-Final Design Review Comments (Omitted)

Task 3.02 Prepare Final Design Documents(Omitted)

Task 3.03 Perform In-House Quality Control Review – Final Design Documents (Omitted)

Task 3.04 Submit Final Design Documents(Omitted)

Task 3.05 Meetings / Presentations (Omitted)

Task 3.06 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and perform the efforts within the proposed time frame.

This task will consist of scheduling, resource allocation, monitoring, oversight, and direction for aspects of the team's efforts, and assembly and coordination of documentation. The Consultant will perform meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task provides oversight of project components within the Consultant's scope of services; general correspondence by the Consultant with the Client, the City, and other governmental authorities; coordination of meetings with the Client, the City, and other governmental authorities; and Project reporting.

TASK 4 BIDDING PHASE SERVICES (Omitted)

4. Meetings and Presentations

The following meetings and presentations will be attended as part of this proposal:

Task	Total Meetings	In-Person Meetings	Teleconference Meetings
Task 1.09 Site Study	1	1	
Task 1.09 Design Development / Coordination Meetings	2		2
Task 1.09 Utility Coordination Meetings	2		2
Task 2.04 Design Development / Coordination Meetings	2		2
Task 2.04 Utility Coordination Meetings	1		1
Total	**8**	**1**	**7**

The Consultant will prepare the minutes of each meeting and distribute them to attendees within three (3) working days of the meeting. Meetings held in-person will require travel by the Consultant. Meetings held via teleconference will not require travel by the Consultant.

5. Deliverables

Deliverables are anticipated to be provided electronically by the Consultant. PDF files will be provided for all deliverable documents. Word, Excel, and CAD files will be provided for working documents.

City of El Paso Development Department Plan Review at:

- Preliminary Design Submittal
- Pre-Final Design Submittal
- Final Design Submittal

6. Schedule

The Consultant proposes to perform the services as noted herein in accordance with the following schedule:

- Pre-Design Conference — within 7 days from NTP
- Topographical Survey — 3 Weeks after Pre-Design Conference
- Geotechnical Study — 6 Weeks after Pre-Design Conference
- Preliminary Design Submittal — 75 calendar days from NTP
- Pre-Final Design Submittal — 60 calendar days from Preliminary Design Submittal
- Final Design Submittal — 30 calendar days from Pre-Final Design Submittal
- Bid Phase — 15 calendar days from Final Design Submittal

*The schedule does not account for review time for the Client, City, FAA, or other governing authorities.

In order to meet the proposed schedule above, the Consultant must receive the following information from the Client, or others as required. This information must be received within the timeframe noted with respect to the NTP in order to not jeopardize the proposed schedule.

- Taxiway G Record Drawings (PDF and AutoCAD format)

The actual schedule may vary significantly as the Project design progresses and the scope is further developed. Delays to the proposed design schedule outside of the Consultant's control may require re- evaluation of the proposed schedule and / or design fees.

7. Professional Fees

The proposed fee for this Project can be viewed in this proposal as Attachment B.

Design and bidding services will be performed in their entirety on a lump sum basis.. An Omega Engineers, Inc hourly rate schedule can be viewed in this proposal as Attachment B.

This proposal is valid for 90 days, and the scope and fee may need to be modified if the contract is not executed within that period.

8. Exclusions and Assumptions

The following are assumed for this proposal:

- Project Construction Duration is 240 calendar days.
- Contractor will provide redlines of the plans for the Record Drawings.
- RPR services will not be provided by the Consultant. It is assumed the Client will provide these services directly or solicit the services of another consultant to be contracted directly to the Client.
- Construction materials acceptance testing services will not be provided by the Consultant. It is assumed the Client will provide this service directly or solicit the services of a subconsultant to be contracted directly to the Client.
- Construction verification survey and post-construction survey services will not be provided by the Consultant. It is assumed the Contractor will provide this service directly or solicit the services of a subconsultant to be contracted directly to the Contractor.
- Preferred Site Plan will not change significantly from what is currently shown in the Conceptual Site Layout (Figure 1). Changes due to multiple iterations of site plans or edits to the site plan will incur additional design fees.
- Existing airfield utilities will be marked out by the Client's maintenance personnel and FAA Tech Ops.
- Escort for geotechnical analyses and topographical survey will be provided by the Client.
- Applicable airfield pavements will be closed during geotechnical and topographical survey services, allowing for uninterrupted, continual access.
- The Client will provide current operational data (type of aircraft and number of operations) for pavement design purposes.
- The Consultant will not perform services related to PFAS chemicals or substances possibly containing PFAS chemicals and RS&H or its consultants will not be liable for the non-performance of such services.

Deviations from these assumptions once notice has been given to the Consultant to begin the services of this contract may require a change to the Project scope and additional fees.

Tasks not specifically noted as included in this scope of services are not included in this Contract. In addition, the following is a listing of major items not included as part of this Proposal. This list will not be construed as the only items not included as part of this scope of services.

- Funding coordination
- Federal Procurement Provision Development and Review (BABA, etc.)

- FAA Reimbursable Agreement coordination
- Section 163 Screening Process and Determination
- National Environmental Policy Act (NEPA) documentation beyond SWPPP plan sheets
- National Pollutant Discharge Elimination System ("NPDES") / Texas Pollutant Discharge Elimination System ("TPDES") / TCEQ permits
- Transportation Security Administration coordination
- Environmental remediation (wetlands, soil contamination, etc.)
- Permitting beyond that noted herein
- Permit fees unless otherwise indicated
- Boundary surveys
- Subsurface Utility Engineering (SUE) Exploration
- Obstruction surveys
- Contract Documents (sometimes referred to as "front end documents)
- Survey platting
- FAA Form 7460-1, Notice of Proposed Construction or Alteration
- Safety Risk Management System ("SRM") and Safety Assessment
- Stormwater / drainage improvements beyond basic site grading, drainage calculations, drainage modeling, stormwater detention, etc.
- Flood plain analysis and Conditional Letter of Map Revision ("CLOMR") application
- Per-and polyfluoroalkyl substances (PFAS) analysis and mitigation
- Design of utilities
- Concrete Joint Layout
- Review of Contractor's applications for payment
- Trench safety plan
- Confined space plan
- Clearing of existing trees and / or other vegetation
- Design or construction administration of NAVAID improvements / relocations
- Design or construction administration of ALCMS improvements / updates
- Design for Leadership in Energy and Environmental Design ("LEED") or EnvisionTM certification
- Electrical Site Lighting
- IT & fiber design, security system designs
- FAA Form 7460-1 and submittal
- FAA Form 7480-1 and submittal
- Bidding services
- Construction Phase Document Control, RPR services, construction materials acceptance testing, construction staking, and/or any other construction-related services
- Construction verification surveys (Construction Documents will require Contractor to

perform and submit for approval)

- Post-construction survey and AGIS Upload
- Additional travel to the Airport, FAA offices, or any other requested travel, beyond those meetings explicitly noted herein
- Americans with Disabilities Act (ADA) design
- Texas Accessibility Standards (TAS) design
- TDLR review

Project:EL PASO INTERNATIONAL AIRPORT SIDA RAMP EXPANSION
Provider Name: Omega Engineers, Inc.

ATTACHMENT B

		Labor Category:	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Senior Engineer Tech	Admin/ Clerical	Subtotal Hours	Labor Cost
		Hourly Contract Rate	$ 218.99	$ 170.03	$ 148.00	$ 107.30	$ 120.64	$ 72.62		
Task 1	**Preliminary Design Phase Services**	**Total Task 1**	**27**	**14**	**28**	**14**	**12**	**16**	**111**	**$ 16,548.95**
Task 1.09	**Meeting/Presentations**	**Subtotal**	**21**	**14**	**20**	**14**	**12**	**12**	93	**$ 13,760.53**
	Utilty Coordination Meetings									
	Coordination of Engineering Activities with Utility Stakeholder		3	4	6				13	$ 2,225.09
	Individual Meetings with Utility stakeholders (up to 2 meetings)		6		6				12	$ 2,201.94
	Preparation of Agenda and Meeting Minutes			2		6		12	20	$ 1,855.30
	Generate Exhibits and Layouts for Utility relocation			2		8	12		22	$ 2,646.14
	Review of Utility Proposed adjustments		6	6					12	$ 2,334.12
	Review SUE information		6		8				14	$ 2,497.94
Task 1.10	**Project Management and Administration**	**Subtotal**	**6**	**0**	**8**	**0**	**0**	**4**	18	**$ 2,788.42**
	Project Management		6		8			4	18	$ 2,788.42
Task 2	**Pre-Final Design Phase Services**	**Total Task 2**	**47**	**40**	**59**	**11**	**0**	**20**	**177**	**$ 28,458.43**
Task 2.04	**Meeting/Presentations**	**Subtotal**	**12**	**10**	**11**	**5**	**0**	**5**	43	**$ 6,855.78**
	Utilty Coordination Meetings									
	Coordination of Engineering Activities with Utility Stakeholder		6	4	6				16	$ 2,882.06
	Individual Meetings with Utility stakeholders (up to 1 meetings)		3		3			2	8	$ 1,246.21
	Preparation of Agenda and Meeting Minutes			1		3		3	7	$ 709.79
	Generate Exhibits and Layouts for Utility relocation			2		2			4	$ 554.66
	Review of Utility Proposed adjustments		1	3					4	$ 729.08
	Review SUE information		2		2				4	$ 733.98
Task 2.05	**Project Management and Administration**	**Subtotal**	**6**	**0**	**8**	**0**	**0**	**4**	18	**$ 2,788.42**
	Project Management		6		8			4	18	$ 2,788.42
Task 2.06	**City of El Paso Development Department Permits Coordination Review and Approval**	**Subtotal**	**29**	**30**	**40**	**6**	**0**	**11**	116	**$ 18,814.23**
	Permit/Plan Review Application		1	2	4			1	8	$ 1,223.67
	Assenble package for Pre-Final Design Phase		2	6		6		2	16	$ 2,247.20
	Continual Project Coordination with City of El Paso Development Department		10	14	16				40	$ 6,938.32
	Attend and Meet with City of El Paso Development Department			8	8				16	$ 2,544.24
Task 3	**Final Design Phase Services**	**Total Task 3**	**8**	**0**	**6**	**0**	**0**	**4**	18	**$ 2,930.40**
Task 3.06	**Project Management and Administration**	**Subtotal**								
	Project Management (Final Permit Approval Coordination)		8		6			4	18	**$ 2,930.40**
		Total Labor	**82**	**54**	**93**	**25**	**12**	**40**	**111**	**$ 47,937.78**
		Other Direct Expenses (ODE)								
		Subtotal	**$ 17,957.18**	**$ 9,181.62**	**$ 13,764.00**	**$ 2,682.50**	**$ 1,447.68**	**$ 2,904.80**		
		Total Lump Sum Contract								**$ 47,937.78**

RS&H

EXHIBIT A - ATTACHMENT C
PLAN SHEET LIST

El Paso International Airport
SIDA Ramp Expansion

DRAWING NUMBER	SHEET NUMBER	SHEET TITLE
1	G001	COVER SHEET
2	G002	SHEET INDEX
3	G011	ABBREVIATIONS, LEGEND, AND CONTACT INFORMATION
4	G012	GENERAL CONTRACT NOTES
5	G013	SAFETY AND SECURITY NOTES (SHEET 1 OF 2)
6	G014	SAFETY AND SECURITY NOTES (SHEET 2 OF 2)
7	G015	CONSTRUCTION PHASING AND SAFETY NOTES
8	G021	CONTRACT LAYOUT PLAN
9	G022	HORIZONTAL AND VERTICAL CONTROL PLAN
10	G023	CONTRACTOR ACCESS PLAN
11	G024	AIRFIELD ALIGNMENT PLAN
12	G030	SOIL BORING LOCATION PLAN (1 of 2)
13	G031	SOIL BORING LOGS (SHEET 1 OF 3)
14	G032	SOIL BORING LOGS (SHEET 2 OF 3)
15	G100	OVERALL PHASING PLAN
16	G101	PHASING PLAN - PRE-WORK PHASE 1 AND 1A
17	G102	PHASING PLAN - WORK PHASE 1 AND 1A
18	G103	PHASING PLAN - POST-WORK PHASE 1A - PRE-WORK PHASE 1B
19	G104	PHASING PLAN - WORK PHASE 1 AND 1B
20	G105	PHASING PLAN - POST-WORK PHASE 1 AND 1B
21	G501	CONSTRUCTION SAFETY AND PHASING DETAILS
22	CE100	EXISTING CONDITIONS KEY PLAN
23	C101	EXISTING CONDITIONS PLAN (SHEET 1 OF 2)
24	C102	EXISTING CONDITIONS PLAN (SHEET 2 OF 2)
25	C501	EXISTING PAVEMENT DETAILS
26	CE101	TEMPORARY EROSION AND SEDIMENT CONTROL PLAN
27	CE501	SWPPP DATA SHEET
28	CE502	TEMPORARY EROSION AND SEDIMENT CONTROL DETAILS
29	CD100	PAVEMENT DEMOLITION KEY PLAN
30	CD101	PAVEMENT DEMOLITION PLAN (SHEET 1 OF 2)
31	CD102	PAVEMENT DEMOLITION PLAN (SHEET 2 OF 2)
32	CD151	PAVEMENT DEMOLITION POINT TABLES
33	CD501	PAVEMENT DEMOLITION AND REPAIR DETAILS (SHEET 1 OF 2)
34	CD502	PAVEMENT DEMOLITION AND REPAIR DETAILS (SHEET 2 OF 2)
35	CP100	PAVEMENT GEOMETRY KEY PLAN
36	CP101	PAVEMENT GEOMETRY PLAN (SHEET 1 OF 2)
37	CP102	PAVEMENT GEOMETRY PLAN (SHEET 2 OF 2)
38	CP151	PAVEMENT GEOMETRY POINT TABLES

39	CP501	PAVEMENT TYPICAL SECTIONS
40	CV100	PAVEMENT ELEVATIONS KEY PLAN
41	CV101	PAVEMENT ELEVATIONS PLAN (SHEET 1 OF 4)
42	CV102	PAVEMENT ELEVATIONS PLAN (SHEET 2 OF 4)
43	CV103	PAVEMENT ELEVATIONS PLAN (SHEET 3 OF 4)
44	CV104	PAVEMENT ELEVATIONS PLAN (SHEET 4 OF 4)
45	CG100	GRADING KEY PLAN
46	CG101	GRADING AND DRAINAGE PLAN (SHEET 1 OF 2)
47	CG102	GRADING AND DRAINAGE PLAN (SHEET 1 OF 2)
48	CG501	DRAINAGE DETAILS
49	CM100	PAVEMENT MARKING KEY PLAN
50	CM101	PAVEMENT MARKING PLAN (SHEET 1 OF 2)
51	CM102	PAVEMENT MARKING PLAN (SHEET 2 OF 2)
52	CM151	PAVEMENT MARKING POINT TABLES
53	CM501	PAVEMENT MARKING DETAILS (SHEET 1 OF 2)
54	CM502	PAVEMENT MARKING DETAILS (SHEET 2 OF 2)
55	CS100	SITE RESTORATION PLAN
56	CS100	SITE RESTORATION DETAILS
57	E001	ELECTRICAL SYMBOLS LEGEND
58	ED100	ELECTRICAL DEMOLITION KEY PLAN
59	ED101	ELECTRICAL DEMOLITION PLAN (SHEET 1 OF 2)
60	ED102	ELECTRICAL DEMOLITION PLAN (SHEET 2 OF 2)
61	EL100	PROPOSED ELECTRICAL KEY PLAN
62	EL101	PROPOSED ELECTRICAL PLAN (SHEET 1 OF 2)
63	EL102	PROPOSED ELECTRICAL PLAN (SHEET 2 OF 2)
64	EL501	ELECTRICAL DETAILS
65	EL601	AIRFIELD LIGHTING SCHEDULES
66	EL701	ELECTRICAL CIRCUIT PLAN
67	EL701	ELECTRICAL CIRCUIT PLAN

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the **"ARCHITECT AND ENGINEERING SERVICES FOR THE EL PASO INTERNATIONAL AIRPORT SIDA RAMP EXPANSION"** hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.

3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior,

Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

1. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.

2. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

3. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

4. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

5. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.

6. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

7. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities.

The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **"Drawings,"** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **"Specifications."** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

1. Prepare proposal forms.

4. As per Attachment "D", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

4. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

5. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all

bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

4. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

5. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract.

6. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.

7. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

8. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.

9. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

10. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

11. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

12. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

13. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

14. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

15. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

16. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

ADDITIONAL SERVICES OF THE CONSULTANT
GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

REPORT/CONCEPT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

FINAL DESIGN PHASE

1. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

CONSTRUCTION PHASE

2. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

3. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

4. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

5. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

6. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

7. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

8. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

9. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.

10. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

11. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ATTACHMENT "D"
PAYMENT SCHEDULE

For the project known as **"ARCHITECT AND ENGINEERING SERVICES FOR THE EL PASO INTERNATIONAL AIRPORT SIDA RAMP EXPANSION"** hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **$697936.47** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

Report/Concept Phase	**$**
Preliminary Design (30% Design)	**$155,596.82**
Pre Final Design (60% Design)	**$102,159.21**
Final Design (90% Design)	**$61,306.76**
Bidding	**$**
Construction	**$**

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

PHASE I—PRELIMINARY DESIGN PHASE
The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE
The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE
The services called for in **Phase III** of this Agreement shall be completed and **ten** (**10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall

submit to Owner **Three** (**3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **one** (**1) copy** of all addenda to the Owner for appropriate action within **four** (**4) months.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen** (**18) months** from the date of substantial completion.

ATTACHMENT "E"
INSURANCE CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 770.756.6599 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com
INSURED RS&HINC RS&H, Inc. 10748 Deerwood Park Blvd South Jacksonville, FL 80237-0000	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lloyd's of London — 85202 INSURER B : Zurich American Insurance Company — 16535 INSURER C : American Guarantee & Liability Ins Co — 26247 INSURER D : Travelers Property Casualty Co of Amer — 25674 INSURER E : The Continental Insurance Company — 35289 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1812500980 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			GLO146640902	6/28/2024	6/28/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAP146956402	6/28/2024	6/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B D E	X UMBRELLA LIAB X OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED X RETENTION $ 10,000			AUC146955802 EX6T35064A24NF FFX7039681430	6/28/2024 6/28/2024 6/28/2024	6/28/2025 6/28/2025 6/28/2025	EACH OCCURRENCE AGGREGATE Each Occ/Aggregate	$ 9,000,000 $ 9,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC041147102	6/28/2024	6/28/2025	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab Incl. Pollution			B0146LDUSA2404894	6/28/2024	6/28/2025	Per Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella - Total Limit $29,000,000
Primary $9M Policy #AUC146955802 American Guarantee and Liability Insurance Company
$10M XS Policy #EX6T35064A24NF Travelers Property Casualty Company of America
$10M XS Policy #FFX7039681430 The Continental Insurance Company
Re: Project #1023003XXX, ELP SIDA Ramp Design, Client Job #2025-0417R.
City of El Paso is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

CERTIFICATE HOLDER

City of El Paso
Attn: Yvette Hernandez
218 N. Campbell, 2nd Floor
El Paso, TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ATTACHMENT "F"
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. <u>BREACH OF CONTRACT TERMS</u> (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. <u>BUY AMERICAN PREFERENCES</u> (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (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 Statutes 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. **Non-discrimination:** 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 Acts and the Regulations, 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 Acts and the Regulations relative to Non-discrimination 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 subcontractor 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.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. <u>OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970</u> (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. <u>RIGHTS TO INVENTIONS</u> (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. <u>TERMINATION OF CONTRACT</u> (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	AMANDA O'KRONGLEY
Business Name	RS&H
Agenda Item Type	A/E
Relevant Department	CAPITAL IMPROVEMENT

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

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

OR

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

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

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

Signature: Amanda J. O'Krongley Date: 5/23/2025

File #: 25-1360, **Version:** 5

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
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

AGENDA LANGUAGE:

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

A Resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and MNK Architects, Inc., a professional limited liability company, for a project known as "Architect and Engineering Services for the El Paso Police Department Westside Regional Command Center" for an amount not to exceed $612,642.18; and that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $712,642.18; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement. This project was approved as part of the 2019 Public Safety Bond.

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

DEPARTMENT: Capital Improvements

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez, City Engineer **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 1

STRATEGIC GOAL: 2: Set the Standard for a Safe and Secure City
No. 1: Cultivate an Environment Conducive to Strong, Economic Development

SUBGOAL: 2.3: Increase Public Safety Operational Efficiency
1.4: Grow the core business of air transportation.

SUBJECT:

A resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and MNK Architects, Inc., a professional limited liability company, for a project known as "Architect and Engineering Services for the El Paso Police Department Westside Regional Command Center" for an amount not to exceed $612,642.18; and that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $712,642.18; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement. This project was approved as part of the 2019 Public Safety Bond.

BACKGROUND / DISCUSSION:

On November 2019, City of El Paso voters approved the 2019 Public Safety Bond. The City of El Paso is seeking professional Architect and Engineering services for the Westside Regional Command Center, located at 4801 Osborne Drive. The consulting firm shall provide necessary assessments and deliver a turnkey design product and provide construction administration services.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

On November 2019, voters approved the 2019 Public Safety Bond. The Westside Regional Command Center Renovations Project was approved as part of the bond.

AMOUNT AND SOURCE OF FUNDING:

$$612,642.18 - 2019 Public Safety Bond

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)
N/A	

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

DEPARTMENT HEAD: Yvette Hernandez

(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 an Agreement for Professional Services by and between the CITY OF EL PASO and MNK Architects, Inc., a professional limited liability company, for a project known as "Architect and Engineering Services for the El Paso Police Department Westside Regional Command Center" for an amount not to exceed $612,642.18; and that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $712,642.18; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

Approved this _____ day of _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez
_____
Yvette Hernandez, P. E., City Engineer
Capital Improvement Department

HQ5874 | Tran #621501 | CID
2025-0504R AE Services EPPD Westside Regional Command Center
RAB

CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2025-0504
AE SERVICES WESTSIDE REGIONAL COMMAND CENTER

CONSULTANT	ASA	CDA	COUNTRYMAN	DEKKER	INSITU	MNK	PARKHILL
Rater 1	88	66	78	89	86	89	70
Rater 2	66	65	83	72	63	71	67
Rater 3	88	68	76	87	86	89	79
Total Rater Scores	**242**	**199**	**237**	**248**	**235**	**249**	**216**
References	9.3	7.4	8.5	6.7	7.76	8.06	7.4
Overall Score:	**251.3**	**206.4**	**245.5**	**254.7**	**242.8**	**257.1**	**223.4**
	3	7	4	2	5	1	6

Rankings	Consultant
1	MNK
2	DEKKER
3	ASA
4	COUNTRYMAN

Rankings	Consultant
5	INSITU
6	PARKHILL
7	CDA

THE STATE OF TEXAS)
) **AN AGREEMENT FOR**
COUNTY OF EL PASO) **PROFESSIONAL SERVICES**

This Agreement is made on this ____ day of _____, 2025, by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and MNK Architects, Inc., a Texas domestic for-profit corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as "Architect and Engineering Services for the El Paso Police Department Westside Regional Command Center" hereinafter referred to as the **"Project"**, as further described in **Attachment "A"**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I.
ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate

ARTICLE II.
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "A"**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment "D"**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the

performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working-day time period.

ARTICLE III.
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **$612,642.18** for all basic services and reimbursables performed pursuant to this Agreement.

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

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **$50,000.00,** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B".** Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocated is **$5,107,661.05**, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A".** The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%),** the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV.
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C" and "D".**

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V.
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment "E"**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

> "The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **Commercial General Liability**
$1,000,000.00 Per Occurrence
$1,000,000.00 Products/Completed Operations
$1,000,000.00 Personal and Advertising Injury

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of $1,000,000.00 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI.
FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project shall apply, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner.

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to

submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

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

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the

Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII.
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and

design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	MNK ARCHITECTS, INC. Attn: Renee Jimenez 330 Eubank Ct. El Paso, Texas 79902

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My commission expires:

_____

(Signatures begin on following page)

CONSULTANT:
MNK ARCHITECTS, INC.

By: _____
Name: Renee Jimenez
Title: CEP / Principal Architect

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 23rd day of OCTOBER, 2025 by Renee Jimenez, MNK Architects, Inc., on behalf of Consultant.

Alejandra Vargas
My Commission Expires
10/12/2027
Notary ID 134602045

_____
Notary Public, State of Texas

My commission expires:

10/12/2027

ATTACHMENT "A"
SCOPE OF SERVICES

SECTION II – SCOPE OF SERVICES

The project involves tenant improvements to the El Paso Police Department's Westside Regional Command Center, located at 4801 Osborne Drive. The necessary improvements to the existing 26,438-square-foot building are outlined in the 2019 Facility Assessment, which will be provided by the City after submissions have been reviewed. In addition to the items identified in the 2019 Facility Assessment, the project may also include, but is not limited to, the following services:

- **Architectural and Code Compliance Assessment:** Evaluate architectural elements and the building's compliance with the International Building Code (IBC) and the Texas Administrative Code (TAC)
- **ADA Compliance Assessment and Redesign:** Assess and redesign elements for ADA compliance, including but not limited to door widths and clearance, sink, lavatory, and countertop heights, knee clearance, restroom accessibility upgrades, and covering exposed lavatory and sink pipes.
- **Force Protection System Design:** Assess and design the force protection system, including a secondary exit for secured parking, controlled access points, coordination of security systems and access control hardware (e.g., card readers), bulletproof glazing, and doors for the front entrance lobby.
- **MEP Systems and Assessment and Design:** Assess and design the existing mechanical, electrical, and plumbing (MEP) systems, ensuring emergency backup for lighting and electrical outlets, replacing non-functional emergency exit signs, damaged lighting fixtures, HVAC systems, ductwork, fire lines, water heater redundancy, plumbing fixtures as necessary, and any other concerns identified. Any components identified for replacement must be compatible with existing systems.
- **Fire Systems Assessment and Design:** Evaluate and design updates to fire systems to meet current codes and industry standards, including fire alarms, sprinkler systems, fire extinguishers, and emergency exits. Identify deficiencies and non-compliance issues.
- **Building Structure Assessment and Design:** Address exterior and interior structural concerns, including but not limited to roof and water intrusion assessment, damaged ceilings, tile finishes, wall finishes, baseboards, moldings, and visible moisture, p-lam on counters and cabinets, install card readers for door access, damaged paint, missing wall bases and moldings, non-functional exhaust systems, unnecessary windows, and the condition of windows and doors.
- **Exterior Concerns Assessment:** Assess and design solutions for exterior concerns, including site grading, paving, striping, lighting, security fencing, and stormwater drainage, repairing or replacing damaged or missing sidewalks, ADA- compliant curb ramps, accessible routes, evaluation of fencing, gates, new parking lot addition, and force protection perimeter elements.
- **Coordination with City of El Paso Information Services and Communication Department:** Coordinate with the City of El Paso Information Services and Communication Department and its consultants to incorporate their identified scope of work into the project, ensuring compliance with current standards.
- **Phasing Plan Development**: Develop a detailed phased construction plan to maintain operations throughout the construction phase, including the project timeline, staff relocation strategy and secure zones, and management of asbestos abatement based on the current asbestos survey to be provided by the Owner.

1.0 SERVICES REQUIRED (as appropriate):

1.1 Facility Inspection

The Consultant shall coordinate with the City's Capital Improvement Department (CID) to inspect the facility to verify the scope of work elements and assess the need for additional improvements beyond those identified in the 2019 Facility Assessment and by staff. Following the inspection, the Consultant shall produce a report detailing findings, recommendations for additional work, and prioritization. The Consultant shall also specify which findings are related to maintenance repairs.

1.2 Surveys

The designer shall provide all necessary surveys to ensure a complete design of the project. These surveys include topographic, horizontal, boundary, and other applicable surveys as needed.

1.3 Planning

The designer shall assist the Owner with planning services, including platting of the property, obtaining special permits, and vacating easements, including coordination with utility providers. These services shall include schedules for acquiring utility easements, utility service lines, and required permits or related services.

1.4 Design

The Designer shall conduct design analysis for the project to ensure public safety. All design analyses must comply with applicable City, County, State, and Federal laws and regulations.

The design must meet all City requirements for the project and shall be executed in phases as outlined in Section 6.0 Project Schedule below.

The Consultant is responsible for delivering a turnkey design product. The Consultant shall identify and ensure that all designers involved are licensed in the State of Texas, as required by law. In addition to complying with local building codes, the Consultant shall adhere to all other applicable codes and standards.

Early in the design, the Consultant shall coordinate the selection of the materials and equipment with the city support departments.

The Consultant shall present the design to the City of El Paso Design Review Committee and comply with all requirements set by the Committee.

Sole sourcing is not permitted. The Consultant shall prepare both design and performance specifications.

1.5 Cost Estimating and Budget Verification

The Consultant shall develop budgets and monitor budget performance, recommend measures to mitigate cost-over-runs, and enforce compliance of project budget.

1.6 ADA Compliance and Requirements

The designer shall include and comply with the American with Disabilities Act (ADA), Texas Accessibility Standards (TAS), and Texas Department of Licensing and Regulation requirements.

The Consultant shall employ the services of a Registered Accessibility Specialist (RAS) to review the design documents and perform inspection of construction. The Consultant shall comply with RAS design comments.

1.7 Technical Specifications

The designer shall prepare and provide technical specifications. The specifications shall be based on accepted national specifications. ***No sole sourcing shall be allowed.*** All specifications must include the type of materials listed in the construction drawings, placement method, and quality control and quality assurance testing. All specifications must comply with established specification standards and formats. The Consultant shall provide design and performance specifications and an opinion of probable cost (OPC) at each design submittal.

1.8 Sub-consultant and Service Provider Coordination

The Consultant shall be responsible for coordinating with all sub-consultants, service providers, and contractors. The Consultant shall oversee all services provided by these parties to ensure that they meet the project requirements, timelines, and quality standards. The Consultant is also expected to facilitate clear and consistent communication among all involved parties and to promptly address any issues or discrepancies that may arise during the course of the project.

1.9 Utility Services and Utility Easements

Based on the design, the designer shall coordinate with all utilities during the preliminary design phase and throughout the entire design process. The designer shall submit all applications to the utilities on behalf of the City of El Paso. However, the City shall pay all utility service fees. The designer will not pull the installation of the service. The installation of the service shall be coordinated by the contractor. Construction documents shall clearly show all utility company contacts, and the type of service requested. All utility service requests shall be submitted by the designer by or before the construction documents are submitted for bid advertisement. The designer shall prepare all metes and bounds descriptions for utility easements and/or vacations. The designer shall coordinate easements and/or vacations with City of El Paso staff and respective utility companies. All documents and coordination efforts by the designer shall be completed by or before the due date of the final design phase

1.10 Utility Coordination

The Consultant shall be responsible for coordinating design efforts with all affected utility companies and record all utility coordination through a utility coordination log. The purpose is to minimize utility relocation without compromising design standards. The Consultant shall be responsible for obtaining all available horizontal and vertical information on utility lines, valves, covers, manholes, etc., from the different utility companies and applicable City Departments during the preliminary design plan submittal. The Consultant shall meet with all affected utility companies to discuss the proposed design. Based on these coordination meetings and correspondence that is sent between both the Consultant and utility companies, the need and extent of relocation shall be determined. If a dispute arises, the Consultant shall immediately set up a meeting between the CID Project Manager and the utility company to resolve the dispute. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the designer shall be completed by or before the due date of the final design phase. The Consultant shall submit all utility clearance letters from each utility company by or before the project is advertised for bid.

1.11 Private Property

If the Consultant believes construction shall extend inside private property, the Consultant must obtain approval from the City to enter the property.

1.12 Traffic and Pedestrian Control Plan

If a Traffic and Pedestrian Control Plan is required for this project, the Consultant shall include under general notes that the Contractor shall submit a traffic control plan to the Streets and Maintenance Department for approval at least two (2) weeks prior to commencing construction.

1.13 Construction Sequencing Plan

The Consultant shall provide a construction sequencing plan as required in order to minimize impacts on the building's operations and ensure the safety of the facility's employees.

1.14 Construction Schedule

The Consultant shall meet with the CID Project Manager to determine the construction schedule. The schedule shall consider the lead delivery time of equipment, the relocation by user departments of occupied spaces, etc. The meeting shall be held after pre-final plans are submitted but before the final design Notice to Proceed is issued. The information will allow the Consultant to prepare a current market cost estimate at the final design phase submittal.

1.15 Bidding

The Consultant shall submit the following in electronic format for bidding:

- Full and complete sealed set of drawings,
- Full and complete sealed set of technical specs,
- Detailed scope of work,
- Detailed unit price bid proposal form; and
- Detailed real-world value cost estimate.

During the bidding process, the designer shall assist the Owner with but not limited to, the following items: respond to all questions from prospective bidders, attend a pre-bid conference, and, if required, prepare addendums. The bids shall be advertised as a lump sum price contract and the selection of the contractor shall be a competitive seal bid

1.16 Construction Administration

During the construction phase, the designer shall assist the Owner, with but not limited to, the following items:

- Responding to all questions from the contractor or requests for information (RFIs).
- Providing advice and recommendations to the Owner.
- Provide contract drawing modifications for permit revisions (as required).
- Reviewing contractor technical submittals and shop drawings in a timely matter.
- Attend weekly construction meetings (as required).
- Review change order requests by the Contractor, provide a separate independent analysis, and provide recommendations to the Owner.
- Prepare independent cost estimates on all change orders created by design oversights.
- Attend substantial completion inspection and provide punch list to Owner.
- Produce and provide an electronic copy (PDF and CAD) of "as-built" record drawings.

2.0 PRODUCTS REQUIRED:

2.1 Drawings and Specifications

Consultant shall provide a design schedule from the building assessment phase to the final design phase to include all milestones as specified in Section 6.0 – Design Schedule and forecasted payment drawdowns. For each submittal, the designer shall provide a detailed Design Monitoring Report at the due date of every stage indicating the highlights of the a) design tasks, b) budget, c) project schedule, d) quality assurance and control on design, e) submission of invoices, f) overall progress, and h) cost, presenting red lines at each stage, how new changes were implemented, and how overall quality was controlled. This report will also include a compliance letter summarizing key points of the overall progress and demonstrating full compliance with all owner design requirements.

A. 15% Building Assessment:

During the building assessment phase, the Consultant, in collaboration with any subconsultants, shall conduct all necessary assessments for the project. During the building assessment phase, the Consultant shall have thirty-five (35) consecutive calendar days to electronically submit a report of all findings with a rough order of magnitude (ROM) to the City for review and comment. The cost estimate shall include a breakdown of the items identified. The Consultant shall provide recommendations if the cost estimate exceeds construction budget. The Consultant shall submit one digital copy, cost estimate, and scope of work document to the City for review and comment in accordance with the schedule in Section 6.0 of this document. Within fifteen (15) calendar days of submitting the assessment report, the Consultant shall schedule a meeting with the City to finalize the scope of work.

As part of the review by City Staff, the assessment report and other necessary submittals shall be submitted for review to any pertinent commissioning agency, the City of El Paso Design Review Committee, stakeholder meetings, and others as needed. The Consultant shall be responsible for providing all copies necessary for the review process.

B. 30% Preliminary Design:

The Consultant shall submit the following preliminary design submittal:

- Coversheet and Index of drawings (90% complete)
- Architectural Plan and Details (50% complete)
- Demolition Plan (90% complete)
- General Notes (50% complete)
- Typical Construction Details (75% complete)
- Special Construction Details (50% complete)
- Site Plan (75% complete)
- Structural Plan (50% complete)
- Civil Plan (50% complete)
- Mechanical and Plumbing Plan (50% complete)
- Electrical Plan (50% complete)
- Photometric (Lighting) Plan (50% complete)
- Grading and Drainage Plan (50%)
- Outline of technical specification (90%)
- Utility coordination letters/proof of communication
- Construction notes
- Cost estimate
- Interior Design/Finish Schedule (Color boards, materials, and finish schedules)

Upon the completion of the preliminary design phase, the Consultant shall submit two (2) copies of the preliminary sign documents for review and comments. The Consultant must also provide electronic copies of the submittal in the format requested by the Owner, which may include, but is not limited to, PDF, CAD or GIS shape files. If the Owner considers the submittals not as compliant with the above required completion percentages, the Consultant must resubmit as per the requirements mentioned above. No adjustments to the schedule contained in Section 6.0 will be made in the event the Consultant fails to meet the above-mentioned completion requirements.

The City of El Paso Project Manager and the Consultant of record (DOR) shall attend the City Design Review (CDR) meeting to present and answer any comments and or issues by the review board in order for CID to give direction to the Project Manager and Consultant to proceed to the next phase of the project.

As part of the submittal requirements, the selected consultant shall be responsible for submitting a complete and coordinated package at each project design milestone. Each milestone submittal must include the following: design drawings, technical specifications, and current probable costs estimate that reflects the scope of work and market conditions. The consultant is expected to design the project in alignment with the established budget. If the consultant's cost estimate exceeds the budget, the submittal must include recommendations and value engineering options to bring the project back within budget.

The City will not accept partial or incomplete submittals for review. No exceptions.

C. 60% Pre-Final Design:

The Consultant shall submit the following pre-final design phase submittal:

- Coversheet and Index of drawings (100% complete)
- Architectural Plan and Details (75% complete)
- Demolition Plan (100% complete)
- General Notes (90% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (95% complete)
- Structural Plan (75% complete)
- Civil Plan (75% complete)
- Mechanical and Plumbing Plan (75% complete)
- Electrical Plan (75% complete)
- Photometric (Lighting) Plan (75% complete)
- Grading and Drainage Plan (75% complete)
- Outline of Technical Specification (100% complete)
- Technical Specifications (75% complete)
- Cost estimate
- Quantity Summary Sheet (95%)
- Interior Design/Finish Schedule (Color boards, materials, and finish schedules)
- Utility Clearance Letter/Certificates
- Contract Time Determination

Upon completion of the pre-final phase, the Consultant shall submit two (2) copies of the pre-final design documents for review and comments. The Consultant shall also provide electronic copies of the submittal in the format requested by the Owner, which may include, but is not limited to, PDF, CAD, or GIS shapefiles. If the Owner considers submittal as not compliant with the above required completion percentages, the consultant must resubmit as per the above-mentioned requirements. No adjustments to the design schedule will be made in the event the consultant fails to meet the above-mentioned completion requirements.

The City of El Paso Project Manager and the consultant of record (DOR) shall attend the City Design Review (CDR) meeting to present and answer any comments and or Issues by the review board in order for CID to give direction to the project manager and consultant to proceed to the next phase of the project.

As part of the submittal requirements, the selected consultant shall be responsible for submitting a complete and coordinated package at each project design milestone. Each milestone submittal must include the following: design drawings, technical specifications, and current probable costs estimate that reflects the scope of work and market conditions. The consultant is expected to design the project in alignment with the established budget. If the consultant's cost estimate exceeds the budget, the submittal must include

recommendations and value engineering options to bring the project back within budget. The City will not accept partial or incomplete submittals for review. No exceptions allowed.

D. 90% Final Design:

The Consultant shall comply with the 100 percent (100%) design schematic provided by the Capital Improvement Department, deliver the design fully complete as shown below, and provide a Design Monitoring Report upon submission.

The Consultant shall submit the following final design phase submittal:

- Coversheet (100% complete)
- Architectural Plan and Details (100% complete)
- Demolition Plan (100% complete)
- General Notes (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Civil Plan (100% complete)
- Structural Plan (100% complete)
- Mechanical and Plumbing Plan (100% complete)
- Electrical Plan (100% complete)
- Photometric (Lighting) Plan (100% complete)
- Grading and Drainage Plan (100% complete)
- Outline of Technical Specification (100% complete)
- Technical Specifications (100% complete)
- Quantity Summary Sheet (100%)
- Final Contract Time Determination
- Final Utility Clearance Letter/Certifications
- Final Cost Estimate
- Final Interior Design/Finish Schedule (Color boards, materials, and finish schedules)

Upon the completion of the final design phase, the consultant shall submit two (2) copies of the final design documents for review and comments. The consultant must also provide electronic copies of the submittal in the format requested by the Owner, which may include, but is not limited to, PDF, CAD, or GIS shape files. If the Owner considers the submittal as not compliant with the above required completion percentages, the consultant must resubmit as per the above-mentioned requirements. No adjustments to the schedule contained in Section 6.0 will be made in the event the consultant fails to meet the above-mentioned completion requirements.

The City of El Paso Project Manager and the consultant of record (DOR) might attend the City Design Review (CDR) meeting to present and answer any questions or comments by the review board in order for CID to give direction to the project manager and consultant to proceed to bidding.

As part of the submittal requirements, the selected consultant shall be responsible for submitting a complete and coordinated package at each project design milestone. Each milestone submittal must include the following: design drawings, technical specifications, and current probable costs estimate that reflects the scope of work and market conditions. The consultant is expected to design the project in alignment with the established budget. If the consultant's cost estimate exceeds the budget, the submittal must include recommendations and value engineering options to bring the project back within budget. The City will not accept partial or incomplete submittals for review. No exceptions allowed.

E. 100% Permit Review:

The Consultant is responsible for submitting all required documentation to the City of El Paso Planning and Inspection Department through the "City of El Paso, Texas Online Permitting/Licensing Citizen Portal" for permit review prior to bid. Any required modifications are to be considered a part of the Final Design Phase.

F. Cost Estimates:

The designer shall develop and submit a rough order of magnitude (ROM) or construction cost estimates as specified per each design phase, 15%, 30%, 60%, and 90% for review and approval. The construction cost estimate is expected to be within ten percent (10%) of the bid for the base bid item expected from the lowest responsible bidder. The designer's final estimate shall consider all labor costs based on the City of El Paso's current prevailing wage rates as adopted by the City Council.

G. Bidding and Construction:

For bidding purposes, the consultant shall submit a PDF and CAD files of the sealed construction drawings, sealed technical specifications, scope of work, unit price bid proposal form, and detailed real-world value cost estimate.

During the bidding process, the Consultant shall assist the Owner in responding to all inquiries from prospective bidders, attending a pre-bid conference, and prepare any addendums required.

Before the bid opening, the Consultant shall provide PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, written bid clarifications, and final third-party estimate.

After the bid opening and before the preconstruction meeting, the Consultant shall provide PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

During the construction phase, the consultant shall produce and provide 24"x36" electronic format "as-built" drawings. The Consultant shall assist the owner on a time and material basis which includes attending pre-construction meetings, responding to requests for information (RFIs), providing Architectural supplemental Information (ASI), providing advice and recommendations to the owner, reviewing contractor technical submittals, and providing written observation reports (as needed), advising the owner on the validity of requested change orders, preparing independent cost estimates on requested change orders resulting from design oversights, participating in punch list inspections and providing a punch list to the owner, and participating in a final inspection.

2.2 Design Analysis

Design analysis shall include all engineering calculations for review by the Owner, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

2.3 Reproduction

The designer shall be responsible for printing for the different phases and for code review requirements.

2.4 Quality Assurance

A. Design Standards Compliance:

- Ensure all designs adhere to relevant building codes, regulations, and industry standards.
- Conduct regular audits to verify compliance with design standards and requirements.

B. Document Control:

- Implement robust document control procedures to manage project documentation effectively.
- Maintain version control, document revisions, and ensure proper documentation of design changes and approvals.

3.0 GENERAL REQUIREMENTS AND CRITERIA

3.1 Design must meet all applicable City Codes and Ordinances.
3.2 Design must comply with Engineering and Construction Management Guidelines.
3.3 Design must comply with all local, state, and federal laws and regulations, including, but not limited to, the American with Disabilities Act.
3.4 The designer shall submit all redlines to the Owner when plan submittals are due.

4.0 OTHER CONSIDERATIONS

4.1 Work shall be coordinated with the City of El Paso Capital Improvement Department, Police Department, and all affected stakeholders.
4.2 Design shall follow the City of El Paso Information and Communication Department requirements for computer and telephone systems, if applicable.
4.3 At each design phase the Consultant shall be responsible for the review of all drawings, specifications, and other submitted by the sub-consultants and shall prepare a review comment form prior to submittal of documents.

REQUEST FOR PROPOSAL BREAKDOWN

All services described under Design and Bidding will be considered Basic Services. The Consultant shall submit a detailed cost proposal based on the contract, and after agreed negotiations, a purchase order will be opened. If necessary, the Owner will request all services under Construction in writing (DO NOT SUBMIT A COST PROPOSAL AT THIS STAGE OF THE PROCESS).

5.0 PROJECT SCHEDULE

The Consultant shall submit a detailed preliminary schedule based on the project scope, including review time by the Owner. The schedule shall include preliminary design, prefinal design, final design, public involvement, and owner's review time as follows:

- Building Assessment Phase: 35 calendar days
- 30% Preliminary Design Phase: 60 calendar days
- 60% Pre-Final Design Phase: 75 calendar days
- 90% Final Design Phase: 75 calendar days
- 100% Bid Phase (Signed and Sealed): 14 calendar days

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

MNKARCHITECTS

September 29, 2025

City of El Paso Capital Improvement Department
Attn: Jorge Chaco, Civil Engineer Associate
218 N. Campbell | Second Floor | El Paso, Texas 79901
ChaconJL@elpasotexas.gov
C 915.979.6287

RE: Architectural and Engineering Services for the **Westside Regional Command Center Facility Assesment and Construction Documents**

Mr. Jorge Chaco:

Thank you for the opportunity to present a fee proposal for the *Westside Regional Command Center Renovation* located at 4801 Osborn El Paso Texas 79922.

Scope of Work. Based on the project scope outlined in **RFQ Solicitation #2025-050R** and our meeting on **August 14, 2025**, MNK understands the scope of work for the Westside Regional Command Center to include full architectural and engineering services. This covers architectural, civil, mechanical, electrical, and plumbing design, and will include services from the initial design phase through bidding, construction administration, and project close-out.

The fee proposal is based on the budget outlined in the **2019 facility assessment**, which is attached for your reference. A new facility assessment will be developed as part of this proposal. Any additional items identified may result in an increase in services, or a reduction in design to stay within the project budget. The only scope not included in the 2019 assessment is the parking lot modifications at the rear of the facility.

If additional elements are added or removed from the scope after the new assessment is complete, the fee will be adjusted to reflect those modifications.

Consultant Team. Based on our Understanding of the Scope of Work described above, we respectfully propose to use the services of the following consultants:

- Public Safety Consultant _____ Not Required
- Civil Engineering + Survey _____ SLI Engineering
- Structural Assessment _____ Not Antisipated
- Mechanical + Plumbing Engineering _____ Cardina Engineering
- Electrical Engineering _____ DSEngineering
- Security Design _____ DSEngineering
  Design team to make provisions for a turn key solution by GC, as per the City Standards.
- IT and Telecommunications _____ DSE Engineering
  Design includes pathways and cabling, both by GC.
  Equipment (Switches, WAPs and VOIP) procured and configured by City IT.
- Landscape + Irrigation _____ Not Required
- TDLR/RAS _____ Rasadazzle
- Roofing Consultant _____ Armko

Schedule. Refer to Exhibit N for the proposed schedule.

Compensation for Architectural and Engineering Services. Design fees have been calculated based on the scope of work categories noted above for each consultant's time required to complete each task. Not all items listed below may be required only items required will be billed. See breakdown below:

A/E Site Verification and CAD/REVIT creation.	Fee	
Architectual Field Verification	$ 12,180.00	Refer to page 6
Mech/Plumb	$ 2,824.88	Refer to page 36 line item 2
Electrical	$ 2,000.00	Refer to page 13
Civil	$ -	included below under assessment
Total	**$ 17,004.88**	
Topo Site Survey	**Fee**	
Legal description of site, no metes and bounds, set horizontal control points and benchmarks, topography showing grades at 1'-0" increments, spot elevations of existing improvements, location and sizes of all existing visible utilities. Underground utilities will be based on existing As-Builts. Easements will be based on existing subdivision plats and existing as-built information, spot elevations of existing improvements, topo showing grades at 1' increments, spot elevation, locations and size of pavement, curbs, visible utilities, inverts, and drainage systems, location size of trees showing caliber 3"+, signed and sealed PDF of survey, Electronic CAD file)		
Survey	**$ 11,849.60**	refer to page 21 consultant cost was 10,304 + 15% administration fee's
Boundary Survey	**Fee**	
Legal description of site, meets and bounds, set horizontal control points and benchmarks, signed and sealed PDF, electronic CAD		
Boundary Survey	**$ 6,559.60**	Refer to page 21 consultant cost was 5,704.00 + 15% administration fee's
Re-Plat	**Fee**	
Our team believes that a re-plat will be required for the parking lot adjacent to the Westside Community Church.		
Platting for Westside Community	$ 15,640.00	Refer to page 14 & 16 consultant cost was $13,600 + 15% administration fee's
Traffic Study (NOT ANTISIPATED)	$ -	This fee is not anticipated therefore removed
Total	**$ 15,640.00**	
Geo-Tech	**Fee**	
This is an Allowance as it is hard to anticipate what will be needed, we are anticipating only one boarding being required for the new parking lot		
Geo-Tech	**$ 10,000.00**	This is an allowance it may not be required we will invoice on actual + 15% administration fee
Estimating by Priority with Phasing Options	**Fee**	
Estimating by Priority with Phasing Options	**$ 9,967.00**	Refer to page 6
Facility Condition Assesment	**Fee**	
Architectural	$ 28,690.00	Refer to page 6
Roof Assessment	$ 2,070.00	Refer to page 19 consultant cost was $1,800 + 15% administration fee's
Test and Balance (not included)	$ -	Eliminated from scope
Mechanical/Plumbing/Fire	$ 25,563.40	Refer to page
Electrical	$ 6,261.75	
Plumbing Camera (not included)	$ -	Not included
Civil	$ 5,018.60	Refer to page 20 consultant fee was $4,364 + 15% administration fee
ADA Assessment	$ 4,830.00	refer to page 28 consultant fee was $4200 + 15% administration fee
Structural Assessment	$ 9,930.00	Refer to page 15 consultant cost was $8,635 + 15% administration fee's
Total	**$ 82,363.75**	
FACILITY ASSESMENT GRAND TOTAL	**$ 153,384.83**	

CONSTRUCTION DOCUMENT PHASE

TDLR Review and Inspection	Fee	
Inspection & Report	$ 1,050.00	Refer to page 28
Plan Review & Report	$ 2,100.00	Refer to page 28
TAS Registration	$ 250.00	Refer to page 28
Paper Work (by MNK)	$ 525.00	Refer to page 7
TDLR Closure	$ 420.00	Refer to page 28
	$ 4,345.00	

Opinion of Probible Cost includes providing estimates at 30%, 60% and 90% submittals	Fee	
30% Preliminary Design	$ 4,000.00	Refer to page 8
60% Pre-Final Design	$ 4,800.00	Refer to page 8
90% Final Design	$ 6,000.00	Refer to page 8
Mechanical/Electrical/Plumbing	$ 3,996.40	Refer to page 36
Civil	$ 1,960.00	Refer to page 23
Roofing Estimate	$ 2,000.00	Refer to page 31
	$ 22,756.40	

Building Scope: Roof provide roofing repair at new HVAC install areas, Provide roofing details at new roof hatch, Patch or recoat roof at roof leaks.	Fee	
Architectural	$ 8,964.00	Refer to page 9
Roofing	$ 30,400.00	Refer to page 29
	$ 39,364.00	

Building Scope: Low Priority Interior new flooring thru-out, tile replacement in restrooms, path and painting of all walls, new rubber base, ceiling tile replacement thru-out, paint all hollow metal doors and frames, lighting to be reinstalled not replaced not indicated to be replaced in the assessment, all mechanical diffusers to be reinstalled	Fee	
Architecural	$ 60,275.00	Refer to page 7
	$ 60,275.00	

Building Scope: High Priority Code / Safety New Fire Backflow Preventer, New water heater, lift station, Plumbing Fixture replacement for ADA compliance only, bullet proof glazing at main lobby, restricted access/card readers, secure entry to conference rooms, replace non compliant door hardware, pipe covers at sinks, replace millwork in break room, replace transaction counted at ID&R room, modification to (2) doors to meet ADA, install new light fixtures in restrooms, emergency generator is not noted to be replaced, transfer lighting to EM Generator,	Fee	
Architectural	$ 68,727.00	Refer to page 9
Mech/Plumb	$ -	Included in the Mechanical changes
Electrical	$ 3,000.00	
	$ 71,727.00	

Building Scope: Mechanical/Electrical Items new chiller, new boiler, new pumps		
Architectural	$ 7,850.00	Refer to page 8
Mech/Plumb	$ 35,615.50	Refer to page 35
Electrical	$ 20,000.00	Refer to Page 34 MNK will negotiate the fee from $24,000 to $20,000.00
Construction EM Generator (not included)	$ -	Not part of the original Assessment therefor not included
Structural (not anticipated)	$ -	

	$ 63,465.50	
Site Scope: Code Compliant new ADA accessible route from the street to the building, some new landscaping, sally port privacy		
Architectural	$ 31,368.00	Refer to page 8
Landscape (NOT INCLUDED)	$ -	excluded from the scope
Civil Design	$ 8,600.00	Refer to page 21
	$ 39,968.00	
Site Scope: Landscape		
Architectural	$ -	
	$ -	
Site Scope: New Parking Lot addressing the parking lot design as depicted on the attached Exhibit M this is the only scope that is not accounted for within the 2019 assessment, this includes new site lighting for the parking lot		
Architectural	$ 47,394.00	Refer to page 10
Civil Design	$ 20,300.00	Refer to page 22 cost includes $14,600 + $3,600 + $2,100
Electrical	$ 5,500.00	Refer to page 33
	$ 73,194.00	
BN Participating in the pre-bid conference organized by City of El Paso, answering questions from potential contractors arising from the pre-bid meeting, preparing project addendums as needed to clarify any aspects of the project for bidders, reaching out to the El Paso contractor association to raise awareness about the project and ensure a competitive bidding process, offering assistance with bid evaluation (if requested by the client		
Architectural	$ 6,036.00	Refer to page 10
Civil Design (included in CA)	$ -	Part of CA
Mechanical/Plumbing (included in CA)	$ -	Part of CA
Electrical (included in CA)	$ -	Part of CA
	$ 6,036.00	
CA Conducting on-site evaluations to monitor construction progress, Having a construction administration team visit the site bi-monthly for observations, answering requests for information (RFIs) submitted by the contractor, preparing architectural service instructions (ASIs) for any necessary design changes, reviewing construction submittals like shop drawings and product data. Items to be provided by the owner and not included within our fee are reviewing and approving pay applications submitted by the contractor for completed work, reviewing contingency/change order proposals; Ensuring contractor provides proper cost breakdowns to evaluate cost, negotiate if discrepancies or areas where cost seem excessive. Explore alternative solutions or materials that achieve the same outcome, ensuring all stakeholders involved in the project (owner, architect, contractor, etc.) collaborate effectively and adhere to the design intent, construction documents, and specifications. Our fee proposal includes 8 months of Construction Administration Services, from the date of the Contractor's Notice to Proceed.		
Architectural for 12 months of Construction	$ 44,320.00	Refer to page 10
General Accessibility Guidance and CA Procedures	$ 1,150.00	Refer to page 28
Civil CA	$ 12,660.00	Refer to page 23
Mechanical/Plumbing	$ 11,736.40	Refer to page 36
Electrical	$ 8,000.00	Refer to page 34 MNK will negotiate the fee from $12,000 to $8,000.00
	$ 77,866.40	
CONSTRUCTION DOCUMENTS TOTAL	**$ 458,997.30**	
GRAND TOTAL	**$ 612,642.18**	

Total Construction Budget. As provided by the City within the assessment MNK understands that the budget is $5,107,661.05 based on the 2019 Facility Assessment*, note that the requested parking lot is not accounted for within the 2019 assessment budget number.*

Exclusions. This fee proposal includes only those services and consultants specifically listed, are not included in our fee.

Reimbursable Expenses. Reimbursable expenses, such as printing, deliveries, and security screening | background checks | fingerprinting, are not included within our fee. Reimbursable expenses are billed at a rate of cost plus 10%, which includes the cost of administration. MNK can provide reprographics, at the Owner's request, in quantities and sizes required, with prior approval (a Purchase Order).

Thank you for your consideration. We hope that you find this fee proposal acceptable. If you require additional information, please let us know. We'd be glad to sit down and visit regarding the proposal.

Sincerely,
MNK Architects, Inc.

Renee Jimenez, AIA, LEED AP

Attachments: Exhibit A – Overhead Multiplier
Exhibit B - Architectural Hourly Breakdown
Exhibit C – MEP Hourly Breakdown - Assessment
Exhibit D – Platting Fee Proposal
Exhibit F – Structural Assessment Hourly Breakdown
Exhibit G – Roof Assessment Fee Proposal
Exhibit H – Civil Breakdown
Exhibit I – ADA Fee Proposal
Exhibit J – Roofing Breakdown Design
Exhibit K – MEP Fee Proposal for Design Services
Exhibit M – Site Plan
Exhibit N – Project Schedule

Exhibit A

CITY OF EL PASO **CAPITAL IMPROVEMENT DEPARTMENT**

OVERHEAD MULTIPLIER + PROFIT MARK-UP BREAKDOWN

Please note that consultants such as Geotechinal Engineer, Construction Materials Testing, Surveying, Roofing Consulting, Food Service Consulting, Testing and Balancing, Commissioning, and TDLR (Accessibility) Plan Review and Inspection provide fees per project, and not based on hourly rates.

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		LIST OF LABOR CATEGORIES						
	2025 SALARY	RAW LABOR RATES (Based on an average of 52 weeks of labor per year.)	Indirect Rate (Overhead Costs) (175%)	Other Direct Costs (ODC) at cost (No Mark-Ups) (125%)	Proposed Rate of Profit (10%)	Vacancy Rate (8%)	Calculated Hourly Rate	2025 HOURLY RATE
OFFICE MANAGEMENT CLASSIFICATION								
Office Manager	$72,072.59	$34.65	$60.64	$43.31	$13.86	$11.09	$163.55	**$163.00**
Administration Coordinator	$80,080.65	$38.50	$67.38	$48.13	$15.40	$12.32	$181.72	**$181.00**
Clerical	$64,064.52	$30.80	$53.90	$38.50	$12.32	$9.86	$145.38	**$145.00**
ARCHITECTURAL CLASSIFICATION								
Principal Architect	$250,000.00	$120.19	$210.34	$150.24	$48.08	$38.46	$567.31	**$400.00**
Associate Principal Architect	$152,153.24	$73.15	$128.01	$91.44	$29.26	$23.41	$345.27	**$345.00**
Sr. Project Architect	$144,145.17	$69.30	$121.28	$86.63	$27.72	$22.18	$327.10	**$310.00**
Project Architect	$136,137.11	$65.45	$114.54	$81.81	$26.18	$20.94	$308.93	**$307.00**
Associate Principal Sr. Project Manager	$108,909.68	$52.36	$91.63	$65.45	$20.94	$16.76	$247.14	**$247.00**
Sr. Project Manager	$120,120.98	$57.75	$101.06	$72.19	$23.10	$18.48	$272.58	**$272.00**
Project Manager	$102,503.23	$49.28	$86.24	$61.60	$19.71	$15.77	$232.60	**$232.00**
Associate Project Manager	$104,104.85	$50.05	$87.59	$62.56	$20.02	$16.02	$236.24	**$236.00**
Architectural Intern	$73,674.20	$35.42	$61.99	$44.28	$14.17	$11.33	$167.18	**$167.00**
Intern	$52,853.23	$25.41	$44.47	$31.76	$10.16	$8.13	$119.94	**$119.00**
Sr. Specification Writer	$128,129.04	$61.60	$107.80	$77.00	$24.64	$19.71	$290.75	**$290.00**
Specification Writer	$112,112.91	$53.90	$94.33	$67.38	$21.56	$17.25	$254.41	**$254.00**
Educational Planner	$136,137.11	$65.45	$114.54	$81.81	$26.18	$20.94	$308.93	**$308.00**
Associate Principal Sr. Construction Administrator	$136,137.11	$65.45	$114.54	$81.81	$26.18	$20.94	$308.93	**$308.00**
Sr. Construction Administrator	$144,145.17	$69.30	$121.28	$86.63	$27.72	$22.18	$327.10	**$327.00**
Associate Construction Administrator	$96,096.78	$46.20	$80.85	$57.75	$18.48	$14.78	$218.07	**$218.00**
Construction Administrator	$80,080.65	$38.50	$67.38	$48.13	$15.40	$12.32	$181.72	**$181.00**
INTERIOR DESIGN CLASSIFICATION								
Associate Principal Interior Designer	$128,129.04	$61.60	$107.80	$77.00	$24.64	$19.71	$290.75	**$290.00**
Senior Interior Designer	$112,112.91	$53.90	$94.33	$67.38	$21.56	$17.25	$254.41	**$254.00**
Interior Designer I	$96,096.78	$46.20	$80.85	$57.75	$18.48	$14.78	$218.07	**$218.00**
Interior Designer II	$88,088.72	$42.35	$74.11	$52.94	$16.94	$13.55	$199.89	**$199.00**
Interior Designer III	$72,072.59	$34.65	$60.64	$43.31	$13.86	$11.09	$163.55	**$163.00**
TECHNICIANS CLASSIFICATION								
BIM Manager	$88,088.72	$42.35	$74.11	$52.94	$16.94	$13.55	$199.89	**$199.00**
Drafter	$72,072.59	$34.65	$60.64	$43.31	$13.86	$11.09	$163.55	**$163.00**
Render	$72,072.59	$34.65	$60.64	$43.31	$13.86	$11.09	$163.55	**$163.00**
Project Estimator	$96,096.78	$46.20	$80.85	$57.75	$18.48	$14.78	$218.07	**$218.00**
Technician	$68,869.36	$33.11	$57.94	$41.39	$13.24	$10.60	$156.28	**$156.00**

Exhibit B

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CAD File Creation	Fee	Principal Architect $400.00	Sr. Project Manager $310.00	Office Manager $163.00	Architectural Intern $167.00
Field Verification		1	8		
	$ 2,880.00	$ 400.00	$ 2,480.00		
CAD Base File Modification		0	30		
	$ 9,300.00	$0.00	$9,300.00		
Total	**$ 12,180.00**				

Facility Condition Assesment	Fee	Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Architecural Report Assembly		4	16		
	$ 6,560.00	$1,600.00	$4,960.00	$0.00	$0.00
Owner Meeting		3	3		
	$ 2,130.00	$1,200.00	$930.00	$0.00	$0.00
Architectural Assesment		4	40		
	$ 14,000.00	$1,600.00	$12,400.00	$0.00	$0.00
Architectural Construction Sequancing		15	0		
	$ 6,000.00	$ 6,000.00	$ -	$ -	$ -
Total	**$ 28,690.00**				

Facility Condition Assesment-Estimate	Fee	Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Estimating by Priority with Phasing Options		9	20		1
	$9,967.00	$3,600.00	$6,200.00	$0.00	$167.00
Total	**$9,967.00**				
FACILITY ASSESMENT Grand Total	**$50,837.00**				

Exhibit B

MNKARCHITECTS

TDLR Review and Inspection	Fee	Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Paper Work	$ 525.00				
Total	**$ 525.00**				

Opinion of Probible Cost	Fee	Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
30% Preliminary Design		10			
	$4,000.00	$ 4,000.00	$ -	$ -	
60% Pre-Final Design		$ 12.00			
	$4,800.00	$ 4,800.00	$ -	$ -	
90% Final Design		$ 15.00			
	$6,000.00	$ 6,000.00	$ -	$ -	
Total	**$ 14,800.00**				

Building Scope: Low Priority Interior	Fee	Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Architecural Floor Plan		1	4		15
	$ 4,145.00	$ 400.00	$ 1,240.00	$ -	$ 2,505.00
Architecural Finish Plans		1	4		20
	$ 4,980.00	$ 400.00	$ 1,240.00	$ -	$ 3,340.00
Architecural Ceiling Plans		1	4		40
	$ 8,320.00	$ 400.00	$ 1,240.00	$ -	$ 6,680.00
Architecural Details		1	4		20
	$ 4,980.00	$ 400.00	$ 1,240.00	$ -	$ 3,340.00
Architecural Interior Elevations (not antisipated)					
	$ -	$ -	$ -	$ -	$ -
Architecural Specifications (would be covered under other high priority items)					

Exhibit B

MNKARCHITECTS

Restroom Floor Plan			1		8					30
	$	7,890.00	$	400.00	$	2,480.00	$	-	$	5,010.00
Restroom Finish Plans			1		8					20
	$	6,220.00	$	400.00	$	2,480.00	$	-	$	3,340.00
Restroom Ceiling Plans			1		10					20
	$	6,840.00	$	400.00	$	3,100.00	$	-	$	3,340.00
Details (wall section, plan details, ext.)			1		10					40
	$	10,180.00	$	400.00	$	3,100.00	$	-	$	6,680.00
Interior Elevations			1		15					10
	$	6,720.00	$	400.00	$	4,650.00	$	-	$	1,670.00
Total	**$**	**60,275.00**								

Building Scope: Code / Safety	**Fee**	**Principal Architect**	**Sr. Project Manager**	**Office Manager**	**Architectural Intern**
Architecural Floor Plan		3	8		35
	$ 9,525.00	$ 1,200.00	$ 2,480.00	$ -	$ 5,845.00
Architecural Ceiling Plans		1	5		20
	$ 5,290.00	$ 400.00	$ 1,550.00	$ -	$ 3,340.00
Architecural Door Schedule		1	5		10
	$ 3,620.00	$ 400.00	$ 1,550.00	$ -	$ 1,670.00
Architecural ADA details		2	10		40
	$ 10,580.00	$ 800.00	$ 3,100.00	$ -	$ 6,680.00
Architecural Details		2	10		40
	$ 10,580.00	$ 800.00	$ 3,100.00	$ -	$ 6,680.00
Architecural Door Details		2	5		10
	$ 4,020.00	$ 800.00	$ 1,550.00	$ -	$ 1,670.00
Architecural Interior Elevations		1	10		20
	$ 6,840.00	$ 400.00	$ 3,100.00	$ -	$ 3,340.00
Architecural Specifications		8	40		16
	$ 18,272.00	$ 3,200.00	$ 12,400.00	$ -	$ 2,672.00
Total	**$ 68,727.00**	$ -			**Page 8**

Exhibit B

MNKARCHITECTS

Building Scope: Roof	Fee	Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Roof Plan		2	8		8
	$ 4,616.00	$ 800.00	$ 2,480.00	$ -	$ 1,336.00
Architecural Specifications		3	8		4
	$ 4,348.00	$ 1,200.00	$ 2,480.00	$ -	$ 668.00
Total	**$ 8,964.00**				

Building Scope: Mechanical Items		Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Coordination		8	15		
	$ 7,850.00	$ 3,200.00	$ 4,650.00		
Total	**$ 7,850.00**				

Site Scope: Code Complient		Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Architectual Site Plan		5	15		40
	$ 13,330.00	$ 2,000.00	$ 4,650.00	$ -	$ 6,680.00
Architecural Enlarged Plans		2	5		20
	$ 5,690.00	$ 800.00	$ 1,550.00	$ -	$ 3,340.00
Architecural Site Details		5	10		20
	$ 8,440.00	$ 2,000.00	$ 3,100.00	$ -	$ 3,340.00
Architecural Specifications		5	4	0	4
	$ 3,908.00	$ 2,000.00	$ 1,240.00	$ -	$ 668.00
Total	**$ 31,368.00**				

Site Scope: Landscaping		Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Architectual Site Plan (landscape)		0	0		0
	$ -	$ -	$ -	$ -	$ -
Architecural Specifications (landscape)		0	0		0
	$ -	$ -	$ -	$ -	$ -
Total	$ -				

Exhibit B

MNKARCHITECTS

Site Scope: Parking Lot		Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Architectual Site Plan		5	20		60
	$ 18,220.00	$ 2,000.00	$ 6,200.00	$ -	$ 10,020.00
Architecural Enlarged Plans		5	10		80
	$ 18,460.00	$ 2,000.00	$ 3,100.00	$ -	$ 13,360.00
Architecural Site Details		2	5		20
	$ 4,898.00	$ 8.00	$ 1,550.00	$ -	$ 3,340.00
Architecural Specifications		5	8		8
	$ 5,816.00	$ 2,000.00	$ 2,480.00	$ -	$ 1,336.00
Total	**$ 47,394.00**				

BN		Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Addenda Creations		2	10		8
	$ 5,236.00	$ 800.00	$ 3,100.00	$ -	$ 1,336.00
Contractor Selection		2			0
	$ 800.00	$ 800.00	$ -	$ -	$ -
Total	**$ 6,036.00**				

CA		Principal Architect	Sr. Project Manager	Office Manager	Architectural Intern
Architectual for 12 months of Construction		15	15		0
BI-MONTHLY MTG	$ 10,650.00	$ 6,000.00	$ 4,650.00	$ -	$ -
Punchlist/Backcheck		2	5		0
	$ 2,350.00	$ 800.00	$ 1,550.00	$ -	$ -
RFI submittal Review		30	30		60
	$ 31,320.00	$ 12,000.00	$ 9,300.00	$ -	$ 10,020.00
Total	**$ 44,320.00**				
DESIGN Total	**$ 290,259.00**				
Assesment Total	**$ 22,147.00**				
GRAND TOTAL	**$ 312,406.00**				**Page 10**

Exhibit C

August 18, 2025

Mrs. Renee Jimenez, AIA
Principal
MNK Architects
330 Eubank Ct.
El Paso, TX 79902
Re: City of El Paso Police West Side Regional Command Center – Proposal

Mrs. Jimenez,

CARDINA Consulting LLC is pleased to present this proposal for the El Paso Police Department's (EPPD) westside regional command center in El Paso, TX. The headquarters are located at 4801 Osborne. The proposal is based on information provided by MNK Architects via email and phone conversations 8/14/25. We propose the following scope of work for

Proposal: Facilities Assessment MEP Systems:

- Site Observation for documentation and evaluation of MEP systems as required by Section II of RFP dated August 4, 2025, including lighting, HVAC systems, Ductwork, fire protection main, exit signs, water heater redundancy and plumbing fixtures.
- Evaluation of existing fire suppression system.
- Provide MNK phasing recommendations, limited to existing HVAC zoning.
- Report documenting findings and recommendations.
- Representative Testing of major HVAC equipment (chiller, boiler, air handlers) and sample of VAV and Exhaust Fans by an NEBB Agency.
- Electrical Systems

Exclusions/Assumptions

- Any design services are not included as part of this proposal.
- Any professional cost estimating is not part of this proposal.
- Preparation of as-built conditions are not included as part of this proposal.
- Infrared Camera services are not included as part of this proposal.
- No destructive testing provided as part of this proposal.
- MNK will notify CARDINA of any location or systems known to have asbestos.
- Overall Phasing plan development.

Assumptions

- Drawings of existing facility, if available, will be provided to CARDINA so that we can familiarize ourselves with layout/zoning.
- Fire protection record drawings are available.

We propose the above for a lump sum amount of $29,674.04

In recognition of the relative risks and benefits of the Project to both the Client and CARDINA Engineering Commissioning, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability CARDINA Engineering Commissioning to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of CARDINA Engineering Commissioning to the Client shall not exceed 15% of CARDINA Engineering Commissioning's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Please feel free to contact me should you have any questions.



Respectfully,
Carlos E. Arguijo, P.E.
CARDINA Consulting LLC

Exhibit C

COEP EPPD HQ WRCC - Proposal Facility Condition Assesment

	Principal In		Proj. Manager		Proj. Engineer		Designer		CAD / Revit Tech		Administrative		
	Qty	$189.10	Qty	$176.50	Qty	$155.73	Qty	$135.00	Qty	$62.38	Qty	$62.40	
SCHEMATIC DESIGN													
Project Management & Administration	1	$189		$0		$0		$0		$0	1	$62	$251.50
Site Observation Mech and Plumb		$0		$0	30	$4,672	20	$2,700	2	$125		$0	$7,496.66
Meetings	1	$189		$0	6	$934		$0		$0		$0	$1,123.48
Report	1	$189		$0	20	$3,115		$0		$0		$0	$3,303.70
Site Observation Fire Protection		$0		$0	20	$3,115	20	$2,700		$0		$0	$5,814.60
PHASE SUBTOTAL													***$17,989.94***
DESIGN DEVELOPMENT													
Project Management & Administration		$0		$0		$0		$0		$0		$0	$0.00
Coordination		$0		$0		$0		$0		$0		$0	$0.00
Specifications		$0		$0		$0		$0		$0		$0	$0.00
Design		$0		$0		$0		$0		$0		$0	$0.00
Opinion of Probable Cost		$0		$0		$0		$0		$0		$0	$0.00
PHASE SUBTOTAL													***$0.00***
CONSTRUCTION DOCUMENTS													
Project Management & Administration		$0		$0		$0		$0		$0		$0	$0.00
Coordination		$0		$0		$0		$0		$0		$0	$0.00
Meetings		$0		$0		$0		$0		$0		$0	$0.00
Design		$0		$0		$0		$0		$0		$0	$0.00
Project Manual		$0		$0		$0		$0		$0		$0	$0.00
Opinion of Probable Cost		$0		$0		$0		$0		$0		$0	$0.00
PHASE SUBTOTAL													***$0.00***
OPINION OF PROBABLE COST													
Project Management & Administration	1	$189		$0		$0	30	$4,050		$0		$0	$4,239.10
Meetings		$0		$0		$0		$0		$0		$0	$0.00
PHASE SUBTOTAL													***$4,239.10***
CONSTRUCTION PHASE													
Permitting		$0		$0		$0		$0		$0		$0	$0.00
Construction Administration / Office		$0		$0		$0		$0		$0		$0	$0.00
Construction Administration / Field		$0		$0		$0		$0		$0		$0	$0.00
PHASE SUBTOTAL													***$0.00***
													$22,229.04
TOTALS	**4**	**$756**	**0**	**$0**	**76**	**$11,835**	**70**	**$9,450**	**2**	**$125**	**1**	**$62**	**$22,229.04**

DSE	$ 6,950.00
OH&P on Subs	$ 495.00
Total	$29,674.04

Exhibit D

ENGINEERING, INC.

Guillermo Licón, P.E.
President

Georges Halloul, P.E.
Vice President

Fernando Estrada, PhD
Project Manager

El Paso, Texas
August 13, 2025

Renee Jimenez AIA
Principal
MNK Architects
330 Eubank Court
El Paso, Texas 79902
T:915.587.8023 F:915.587.0985

Re: West Regional Command Center
4801 Osborne Dr, El Paso, TX 79922

2 CROSSROADS #2 SELY COR OF 2 (215.58' ON ST-
208.71' ON SLY-216.26' ON WLY- 206.83' ON NLY) (45034 SQ FT)

A F MILLER SURV 210 ABST 3594 TR 12-F (1.00 AC)

Portion of BLK 1 WESTSIDE COMMUNITY CHURCH CENTER LOT 1

Dear Ms. Jimenez:

Pursuant to your request, we are pleased to present the following proposal to perform Engineering services for the referenced project.

Scope of Work –

I. **Plating Documents**

II. **CPC representation**

A. **Surveying Services –*Boundary Survey (To be done by SLI included in previous proposal)***

B. **Surveying Services –*Topographic and improvement Survey (To be done by SLI included in previous proposal)***

C. **Subdivision Process**

1. **Preliminary Plat**

Prepare a complete Preliminary Plat to include the followings:

1. Boundary and improvement information
2. Legal Information
3. Drainage concept conforming to the City of El Paso Engineering Department standards, including drainage flow directions.
4. Cross sections existing ROW's in accordance with the City of El Paso Design Standards.
5. Project coordination between the Engineer(s), Architect(s), City of El Paso Engineering Department.

Land Surveyors & Planners
Construction Management

Licensed Registered Engineers
Texas - New Mexico
Arizona – Colorado

6600 Westwind Drive
El Paso, Texas 79912
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Fax. 581.7756

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festrada@sli-engineering.com

ENGINEERING, INC.

Guillermo Licón, P.E.
President

Georges Halloul, P.E.
Vice President

Fernando Estrada, PhD
Project Manager

6. Project Representation with the CPC

2. Final Plat

1. Final Plat according City requirements.
2. Project Representation with the CPC

Our fee for these services is $13,600.00 (Thirteen thousand and Six Hundred Dollars 00/100) plus applicable taxes.

D. Traffic Impact Analysis (If Required)

Prepare a complete TIA service to include the followings:

1. Traffic Counts for main crossings.
2. Traffic Analysis based on proposed Site Plan
3. Traffic Impact Report for the site
4. Project coordination between the Engineer(s), Architect(s), City of El Paso Engineering Department, County of El Paso, and TxDOT.

not antisipated

Our fee for these services is $32,260.00 (Thirty-Two thousand and Two Hundred and Sixty Dollars 00/100) plus applicable taxes.

Timeframe schedule

Surveying Services	5 Weeks
Plating Process	3 to 6 months

Important Notes:

a) All Applications fees, if any, are paid by the owner.
b) Any additional Easement description, dedication and/or vacation will be billed based on our hourly rate.
c) Any Zoning Process is not included under this proposal, if required, we will present a separate proposal based on our hourly rate.
d) Site Detailed Plan is not included under this proposal.

Land Surveyors & Planners
Construction Management

Licensed Registered Engineers
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Arizona – Colorado

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festrada@sli-engineering.com

Exhibit E

hkn engineers

EPPD Westside Regional Center

	Principal Hours	Hour Rate	Total	Staff Engineer Hours	Hour Rate		Adminst. Hours	Hour Rate	
Site Visit	12	$250.00	$3,000.00	12	$115.00	$1,380.00	$10.00	$60.00	$600.00
Report	9	$250.00	$2,250.00	7	$115.00	$805.00	10	$60.00	$600.00
Total			$5,250.00			$2,185.00			$1,200.00
Report Cost	$8,635.00								

Exhibit F

1320 SPINKS ROAD
FLOWER MOUND, TX 75028
972.874.1388 o / 972.874.1391 f
www.armko.com

Texas Registered Architectural Firm #BR369
Texas Registered Engineering Firm #F-006498

ARCHITECT: **MNK ARCHITECTS**

OWNER: **CITY OF EL PASO**

PROJECT: **WESTSIDE REGIONAL COMMAND CENTER RENOVATIONS**
4801 Osborne Drive
El Paso, TX 79922

AGREEMENT FOR CONSULTING SERVICES
ROOF ANALYSIS SURVEY AND REROOFING

AGREEMENT MADE this 18th day of August, 2025, between MNK Architects (hereinafter referred to as the "Client") and Armko Industries, Inc. (hereinafter referred to as Armko); in consideration of the mutual promises herein contained, the parties hereto agree as follows:

DESCRIPTION OF WORK

It is the desire of the Client to engage the services of Armko to perform Roofing and Waterproofing Consulting Services specifically requested by the Client.

Armko shall perform these services for the Client as an independent consultant and not as an employee.

AGREEMENT FOR CONSULTING SERVICES
MNK ARCHITECTS
CITY OF EL PASO
WESTSIDE REGIONAL COMMAND CENTER RENOVATIONS

SCHEDULE A – ROOF ANALYSIS AND REPORT

Roof Analysis

A. Visual examination of exterior roof-related sheet metal, parapets, copings, flashings, roof mat, and penetrations and/or projections through the roof system.
B. Cross-section analysis of core samples of the roof membrane when core is taken.
C. Analysis of insulation at core areas when core is taken.
D. Observation of topside of deck at core areas when core is taken.
E. Moisture meter readings of insulation and/or membrane, if applicable.
F. Bitumen chemical analysis, if applicable.
G. Establish roof priorities, if applicable.

Roof Analysis Report (written and oral presentation)

A. Existing Conditions
B. Recommendations
C. Budget Cost Estimate
D. Existing Condition Photographs
E. Roof Plan

Fee for Schedule A: **$1,800.00 Lump Sum**

Additional services for the Roof Assessment (Schedule A), as requested in writing, will be charged by the Hour at the following rates

Schedule A Fees	**Per Hour**
Principle in Charge	$250.00
Architect/Engineer	$250.00

Exhibit G

ENGINEERING, INC.

Guillermo Licón, P.E.
President

Georges Halloul, P.E.
Vice President

Fernando Estrada, PhD
Project Manager

El Paso, Texas
August 13, 2025

Renee Jimenez AIA
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Re: West Regional Command Center
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2 CROSSROADS #2 SELY COR OF 2 (215.58' ON ST-
208.71' ON SLY-216.26' ON WLY- 206.83' ON NLY) (45034 SQ FT)

A F MILLER SURV 210 ABST 3594 TR 12-F (1.00 AC)

Portion of BLK 1 WESTSIDE COMMUNITY CHURCH CENTER LOT 1

Dear Ms. Jimenez:

Pursuant to your request, we are pleased to present the following proposal to perform Engineering services for the referenced project.

Scope of Work

I. **Resurface / Seal existing Parking Lot**
II. **Raise existing parking Lot located at Westside Community Church**
III. **Review all ADA ramps/sidewalks**
IV. **Review existing grades.**

A. Facilities Site Assessment

SLI will perform a Site Assessment providing a report with all the possible issues that we will find at the Site.

1. Site Visits
2. Field Report
3. Assessment Report

Our fee for these services is $4,364 (Four Thousand and three Hundred and Sixty Four Dollars 00/100) plus applicable taxes

B. Priority 1: Code Compliance and Safety Issues

a) Surveying Services –*Boundary Survey*

Provide a Boundary survey for the property

Land Surveyors & Planners
Construction Management

Licensed Registered Engineers
Texas - New Mexico
Arizona – Colorado

6600 Westwind Drive
El Paso, Texas 79912
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Fax. 581.7756

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ENGINEERING, INC.

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Project Manager

4. Legal description of site, Metes and Bounds included.
5. Set horizontal control points and benchmarks.
6. Signed and Sealed PDF of survey
7. Electronic (CADD) file of signed and sealed survey

Our fee for these services is $5,704 (Five thousand Seven Hundred Four Dollars 00/100) plus applicable taxes

b) Surveying Services –Topographic and improvement Survey

Provide a Topographic and Improvement survey for the property (Based on our research the property is located within 3 properties. 3.1 Acres +/-)

1. Legal description of site, No Metes and Bounds included.
2. Set horizontal control points and benchmarks.
3. Topography showing grades at 1'-0" increments.
4. Spot elevations of existing improvements
5. Locations and sizes of all existing visible utilities. Underground utilities will be based on existing As-Builts. Easements will be based on existing subdivision plats and existing as-built information.
6. Spot elevations, locations and sizes of pavement, curbs, visible utilities, inverts, and drainage systems.
7. Location and size of all trees showing caliber. (3"+)
8. Signed and Sealed PDF of survey
9. Electronic (CADD) file of signed and sealed survey

Our fee for these services is $10,304 (Ten thousand Three Hundred Four Dollars 00/100) plus applicable taxes

c) Code Compliance and Safety Issues for the Site

SLI based on the Assessment and the Topographic Survey will review the existing conditions of the site including existing sidewalks, ADA curb ramps, ADA parking Spaces and Pavement conditions providing the construction documents to fix the possible issues that we'll be found at the property.

Our fee for these services is $8,600.00 (Eight thousand and Six Hundred Dollars 00/100) plus applicable taxes.

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Vice President

Fernando Estrada, PhD
Project Manager

C. Priority 2: Parking Lot Addition

a) Construction Documents for Parking Lot Addition

Prepare a complete civil engineering design services to include the followings:

1. Grading and drainage plans conforming to the City of El Paso Engineering Department, including existing and proposed grades, earthwork, and drainage.
2. Details and sections for the proposed grading, drainage structures (if any), and site improvements in accordance with the City of El Paso Design Standards.
3. Details and sections for possible depressed areas, in accordance with the City of El Paso Design Standards.
4. Provide the required specifications for the project.
5. Project coordination between the Engineer(s), Architect(s), and City of El Paso.

SLI is assuming that no major issues will be encountered at the site, and the overflow parking area located south of the complex may be raise it to be incorporated to the existing parking area.

SLI is assuming that we will keep the same Drainage Concept and No ponding Area will be required.

Our fee for these services is $14,600.00 (Fourteen thousand and Six Hundred Dollars 00/100) plus applicable taxes.

b) Retaining walls (just on the proposed ramps, if any other retaining walls will be charge it based on our hourly rate)

1. Prepare retaining wall layout for the new parking lot ramps.
2. Prepare Sections and details for the retaining walls.

Our fee for these services is $3,600.00 (Three thousand and Six Hundred Dollars 00/100) plus applicable taxes.

c) Storm Water Pollution Prevention Plan

3. Prepare SWPP Plans Notes and Details

Our fee for these services is $2,100.00 (Two thousand and One Hundred Dollars 00/100) plus applicable taxes.

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Vice President

Fernando Estrada, PhD
Project Manager

d) Cost Opinion

Prepare a cost opinion to include the followings:

1. Review and Coordinate possible Cost for the ref. Civil project.

Our fee for these services is $1,960.00 (One thousand and Nine Hundred and Sixty Dollars 00/100) plus applicable taxes.

e) Construction Observation

1. Responding to requests for information, RFI, from the Contractor
2. Providing advice and recommendations to the Owner
3. Reviewing Contractor technical submittals
4. Attending 6 weekly construction meetings, during the building process.
5. Visiting site 4 times during the Construction process and providing written observation reports.
6. Advising the Owner on the validity of requested change orders
7. Participating in "punch list" inspection and providing punch list to the Owner
8. Producing and providing a set of reproducible (24"X36") and electronic
9. format "as-built" drawings based on the original design set and information provided by the general contractor, no As-built survey is included under this proposal.

We are Assuming that the construction process will be completed whiting Eight Months, if extra time will need to complete the proposed park, SLI will present additional services based on our hourly rate.

Our fee for Construction observation is $12,660.00 (Twelve Thousand and Six hundred and Sixty dollars 00/100) plus applicable taxes.

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SLI will follow the Architectural Schedule that you presented:

Site Assessment	October 3, 2025
30% Completed CDS,	December 12, 2025
60% Completed CDS,	March 26, 2026
90% Completed CDS,	April 10, 2026
100% Signed Submittal,	August 07, 2026

ENGINEERING, INC.

Guillermo Licón, P.E.
President

Georges Halloul, P.E.
Vice President

Fernando Estrada, PhD
Project Manager

Based on the information that you sent us, it looks that these dates will be modified based on the approval date and NOP for this project, it is very important that we coordinate the new schedule to avoid any scheduling problems.

General Comments:

A. Civil Design will meet all applicable City of El Paso Codes and Ordinances.

B. Civil Design will comply with all local, County, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

Important Notes:

a) This fee does not include any fees for environmental, or construction inspection services.

b) All Applications fees, if any, are paid by the owner.

c) Any application fees, or fees for traffic impact analysis are not included under this proposal. A proposal for traffic impact study will be provided upon request if City of El Paso requires such study.

d) Any additional Easement description, dedication and/or vacation will be billed based on our hourly rate.

e) Utility design is not included under this proposal.

f) Site Detailed Plan is not included under this proposal.

g) Value Engineering Modifications that affect the original design are not included under this proposal; a separate proposal will be presented based on our hourly rates.

h) Construction Cost Estimate is not included under this proposal.

i) City Permit coordination process and owner's representation is not included under this proposal.

j) TCEQ Water Quality Permits / Process is not included under this proposal.

k) Municipal Solid Waste Permits / Process is not included under this proposal.

l) Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and Requirements is not included under this proposal.

Land Surveyors & Planners
Construction Management

Licensed Registered Engineers
Texas - New Mexico
Arizona – Colorado

6600 Westwind Drive
El Paso, Texas 79912
Ph. 584.4457
Fax. 581.7756

Email
glicon@sli-engineering.com
ghalloul@sli-engineering.com
festrada@sli-engineering.com

ENGINEERING, INC.

Guillermo Licón, P.E.
President

Georges Halloul, P.E.
Vice President

Fernando Estrada, PhD
Project Manager

m) Based on the time frame and the design budget we expect NO modifications on the Site Plan during the design process, if any, we will present a time extension schedule and an invoice for the extra effort based on our hourly rate.

n) Quality Control for materials and/or labor during construction is not included under this proposal.

o) Control Site Plan is not included under this proposal.

p) Demolition Plan is not included under this proposal.

q) Traffic signage Plan is not included under this proposal.

r) Site Plan details are not included under this proposal.

s) Timeframe schedule is based on the information provided by you, and is good for 15 (fifteen) days, if during the project or negotiations and/or architectural schedule development modifies and/or affects the number of days, SLI Engineering may revise the proposal to modify the cost of the services.

Thank you for the opportunity to present this base proposal. We look forward to working with you on this project.

Fernando Estrada, Ph.D.
Project Manager

Acceptance of this Professional Services Proposal by:

_____ **Date:**_____

Renee Jimenez AIA
Principal

If accepted, please return a copy of this signed proposal to our office.

Land Surveyors & Planners
Construction Management

Licensed Registered Engineers
Texas - New Mexico
Arizona – Colorado

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El Paso, Texas 79912
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Fax. 581.7756

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Exhibit G

ENGINEERING, INC.

Guillermo Licón, P.E.
President

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Vice President

Fernando Estrada, PhD
Project Manager



Land Surveyors & Planners
Construction Management

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Fax. 581.7756

Email
glicon@sli-engineering.com
ghalloul@sli-engineering.com
festrada@sli-engineering.com

RASADAZZLE LLC
www.rasadazzle.com
5232 Lakeway Dr. El Paso, TX 79932

August 13, 2025

PROPOSAL PREPARED FOR:
Renee' Jimenez
MNK Architects, Inc.
330 Eubank Court
El Paso, Texas, 79902
rjimenez@mnkarchitects.com

PROPOSAL PREPARED BY:
RASADAZZLE, LLC
Carmen Byers, RAS #1574
5232 Lakeway Dr.
EL Paso, TX 79932
E: cbyers@rasadazzle.com

RFQ:
EPPD Westside Regional Command Center
Capital Improvement Department
218 N. Campbell St. Second Floor
El Paso, Texas 79901



Thank you for the opportunity to work with MNK Architects, RASADAZZLE, LLC is pleased to be able to present the following fee proposal for the **EPPD Northeast Regional Command Center**
We have prepared this letter to define the scope of work and the compensation for this project.

PROJECT:

El Paso Police Department Northeast Regional Command Center Renovations project. The City of El Paso is seeking a consulting firm with experience in designing and working with secure, technologically advanced, and community-oriented law enforcement facilities. The project requires that the designer assist in improving the facility and updating it to meet code compliance, force protection, life safety requirements, ADA, and other standards.

CODES UNDER REVIEW:

TAS - Public Accommodation areas: State of Texas Architectural Barriers Act via the 2012 Texas Accessibility Standards, with current technical memorandums, & administrative rulings. *This will be referenced as TAS.*

The proposal excludes services to determine compliance with other federal, state, or local accessibility requirements and accessibility requirements of ANSI and IBC building codes unless requested.

SERVICES PROVIDED, SCHEDULED & DELIVERABLES:

TDLR REGISTRATION

RASADAZZLE, LLC will register the project with TDLR within two working days of receiving the documents noted below. A proof of registration will be provided to the client.

- completed Project Registration Form submitted to RASADAZZLE by client.
- completed and signed Proof of Submission Form provided by the Architect of Record for the project.

PLAN REVIEW & REPORT
RASADAZZLE will perform 2 plan review of the design drawings at Design Development and at 100% Construction Document phase. Our reviews will include all codes specified above and will produce one report. The report for TAS findings. Detailed reports of findings will be provided to the owner and client within fifteen working days after receiving all required documents. No formal response to this report is required. 2 hour of Technical Assistance is included.

SITE VISIT & INSPECTIONS | REPORTS
If requested, final inspections for compliance will be performed at the end of each phase. Within 30 days of project completion, the final TAS inspection must be requested by the owner. RASADAZZLE will schedule the inspection within seven working days of receiving the written request and will issue a detailed report of findings within five working days of performing the inspection.

GENERAL ACCESSIBILITY GUIDANCE INCLUDED Includes 2 hours – Additional as needed.
RASADAZZLE will provide technical assistance outside of the reports noted above at the request of DPS. This can be used at any phase of the design, as preliminary or revision plan reviews, during construction, or assisting with post-construction inspection remediations.

CONSTRUCTION ADMINISTRATION INCLUDED Includes 2 hours – Additional as needed
RASADAZZLE is available to provide construction administration service to include review of submittals, assist in RFI and review ASI that pertain to TAS coordination and requests during construction.

As needed hourly rates
Principal RAS $200.00 per hour
Project Manager $180.00 per hour

TDLR CLOSE-OUT
RASADAZZLE will close the project with TDLR. If violations were present, a letter of corrective modifications will be provided to the owner and client after receiving required documentation post inspection.

BASE SERVICES, *see attached appendix.*

Interior + Exterior existing conditions assessment + Assessment report	$4,200.00
TAS Registration	$ 250.00
Plan Review + Report	$2,100.00
TAS Inspection + Report	$1,050.00
General Accessibility Guidance and CA Procedures	$1,150.00
TDLR closure	$ 420.00

TOTAL BASE SERVICES
Service is based on the estimated construction cost of 5 Million Dollars + Assessment $9,170.00

ADDITIONAL SERVICES *available by request*
Client agrees that RASADAZZLE, LLC's limit of liability for any claim against it for services performed under this contract shall be limited to the total of consulting fees paid to RASADAZZLE, LLC pursuant to this agreement.

Sincerely Ours,

Carmen E. Byers, RAS, APA

Alexander Friedrich, RA, RAS

Exhibit I

1320 SPINKS ROAD
FLOWER MOUND, TX 75028
972.874.1388 o / 972.874.1391 f
www.armko.com
Texas Registered Architectural Firm #BR369
Texas Registered Engineering Firm #F-006498

ARCHITECT: **MNK ARCHITECTS**

OWNER: **CITY OF EL PASO**

PROJECT: **WESTSIDE REGIONAL COMMAND CENTER RENOVATIONS**
4801 Osborne Drive
El Paso, TX 79922

AGREEMENT FOR CONSULTING SERVICES
REROOFING

AGREEMENT MADE this 14th day of August, 2025, between MNK Architects (hereinafter referred to as the "Client") and Armko Industries, Inc. (hereinafter referred to as Armko); in consideration of the mutual promises herein contained, the parties hereto agree as follows:

DESCRIPTION OF WORK

It is the desire of the Client to engage the services of Armko to perform Roofing and Waterproofing Consulting Services specifically requested by the Client.

Armko shall perform these services for the Client as an independent consultant and not as an employee.

AGREEMENT FOR CONSULTING SERVICES
MNK ARCHITECTS
CITY OF EL PASO
WESTSIDE REGIONAL COMMAND CENTER RENOVATIONS

SCHEDULE A - CONSTRUCTION DOCUMENTS, BIDDING, and CONSTRUCTION ADMINISTRATION

CONSTRUCTION DOCUMENTS - PHASE 1

A. Perform building evaluation.
B. Establish Scope of Work.
C. Identify areas of concern for the new work as well as the existing conditions.
D. Establish tie-in options and weathertightness of the existing facility during demolition.
E. Define the roofing specifications.
F. Prepare construction documents per agreed upon Scope of Work.
    1. Roofing Specifications
    2. Roof Plans
    3. Roof Details, including unusual and difficult transitions between walls and roof elements
G. Compile Bid Package to include:
    1. Product Specifications
    2. Roof Plans
    3. Roof Details, including unusual and difficult transitions between walls and roof elements

BIDDING - PHASE 2

A. Assist in notification to the construction community.
B. Assist at pre-proposal and/or proposal conference.
C. Assist with bid questions, clarifications, and addenda.
D. Provide technical assistance during the bidding/negotiation procedure, upon request.

CONSTRUCTION ADMINISTRATION - PHASE 3

A. Perform submittal review.
B. Facilitate and/or conduct pre-construction and pre-installation meetings.
C. Provide major phase site presence with construction observations (two hours per week maximum).
D. Provide observation reports of each site visit to Owner, including photographs.
E. Respond to contractor questions (RFIs).
F. Review monthly and final progress payment requests, upon request.
G. Provide final observations.

Fee for Schedule A: $30,400.00 Lump Sum

ADDITIONAL ON-SITE OBSERVATIONS

Additional visits over and above the two hour weekly on-site observations as described in Schedule A shall be $250.00 per hour, portal to portal, incurred only upon Client's written request.

TERMS

Phases 1-2 for **Schedule A** will be invoiced at the completion of each Phase. Balance due for Phase 3-Construction Administration will be invoiced in monthly increments until completion of project, based on percentage of construction completed.

Phase 1 – Construction Documents	75%
Phase 2 – Bidding	5%
Phase 3 – Construction Administration	20%

Armko shall receive payment within thirty (30) days after receipt of invoice by Client according to the payment schedule above. Armko's provision of its services hereunder shall be within its discretion, as shall the hours and days to be worked.

AGREEMENT FOR CONSULTING SERVICES
MNK ARCHITECTS
CITY OF EL PASO
WESTSIDE REGIONAL COMMAND CENTER RENOVATIONS

LIMITATION OF LIABILITY/WARRANTIES

Client agrees that Armko shall provide only the services set out herein and that Armko makes no warranties, express or implied, with respect to the products it may recommend to their fitness for a particular purpose. Client agrees to look solely to the warranties made by the contractor and/or manufacturer of said products, including, without limitation, consequential damages arising out of the use of said product.

Any language, term or condition of this agreement to the contrary notwithstanding, Armko makes no express or implied warranties, including warranties of merchantability or fitness for any purpose, regarding Armko's service, which warranties are expressly disclaimed.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability in the aggregate, of Armko and Armko's officers, directors, partners, employees and sub-consultants, and any of them, to the Client and anyone claiming by and through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the actual total of any applicable, available, remaining and/or available insurance policy limits which pertain to any claim made. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Armko shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs in connection with the project, since these are solely the contractor's rights and responsibilities.

CHOICE OF LAW/VENUE

This agreement shall be governed by and construed in accordance with the laws of the State of Texas and is performable in El Paso County, Texas.

CANCELLATION

Either party hereto may cancel this agreement in writing upon thirty (30) days written notice. The contract shall thereafter terminate thirty (30) days after the postmark date of said notice. Nothing contained herein shall relieve either party from performing hereunder during said thirty (30) day period. Payment for all services performed prior to the termination date shall be due within five (5) days after said termination date, unless earlier payment is required under any other provision of this agreement.

REGISTERED FIRM

Armko is a registered architectural and engineering firm. The Texas Board of Architectural Examiners[1] has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. The Texas Board of Professional Engineers[2] has jurisdiction over complaints regarding the professional practices of persons registered as engineers in Texas.

ESTIMATING

Armko will perform estimating services at 30%, 60% and 90% design

$2,000.00 Lump Sum

[1] Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX 78701, (512) 305-9000.
[2] Texas Board of Professional Engineers, 1917 IH-35 South, Austin, TX 78741, (512) 440-7723.

Exhibit J

CARDINA CONSULTING, LLC

September 2, 2025

Mrs. Renee Jimenez, AIA
Principal
MNK Architects
330 Eubank Ct.
El Paso, TX 79902
Re: COEP EPPD WRCC – Proposal Design of MEP systems – 2019 Assessment.

Mrs. Jimenez,

CARDINA Consulting LLC is pleased to present this proposal for the El Paso Police Department's (EPPD) Westside Regional Command Center in El Paso, TX. The headquarters are located at 4801 Osborne. The proposal is based on information provided by MNK Architects via email and phone conversations. We propose the following scope of work.

Mechanical/Plumbing/ Fire Protection Systems

- Design of a new chiller to serve as a standby (N+1) unit to the existing chiller. The new chiller is assumed to be of the same capacity as the existing unit.
- Design of new chilled water and hot water pump to serve as N+1 capacity. Pumps are assumed to match the capacity of the existing pumps. Adequate space in the mechanical room is assumed.
- Design of a new boiler to serve as N+1 capacity. Boiler is assumed to match the existing boiler in capacity. Adequate space in the mechanical room is assumed.
- Design of a new domestic water heater to serve as N+1 capacity. Water heater is assumed to match the existing unit in capacity. Adequate space in the mechanical room is assumed.
- Design for one (1) new ADA-compliant water closet and one (1) lavatory in each set of restrooms.
- Performance specification for a new fire protection backflow preventer.

Electrical Systems

- Site survey of existing electrical and building conditions for demolition drawings and system verification.
- Electrical power distribution for new redundant mechanical equipment (chiller, boiler, hydronic pumps) as recommended in the 2019 assessment report.
- Electrical design for lighting upgrades per the assessment report, including: replacement of malfunctioning sensors, addition of exit signs and emergency lights in locker rooms, roll call areas, women's restroom, and corridors, and transfer of all lighting circuits to the emergency generator distribution system.
- Addition of access control to doors and parking lot gates as identified in the assessment report.
- Addition of circuits to reduce workstation sharing of single circuits.
- PDF design drawings and technical specifications at 60%, 90%, and 100% design milestones.

Construction Administration (CA)

- Pre-bid support, including attendance at pre-bid meeting and preparation of addenda.
- Response to RFIs and review of submittals.
- Site visits and observation reports (up to eight mechanical and two electrical visits).

- Punch list review at substantial completion and back-check at final completion.

Assumptions

- All new mechanical equipment (chiller, pumps, boiler, domestic water heater) will match the existing equipment in capacity and can be accommodated within existing mechanical room space.
- The existing electrical distribution system has adequate capacity to serve the additional HVAC loads and lighting circuits noted.
- The existing emergency generator has sufficient capacity to serve the additional lighting load.
- Electrical design is limited to recommendations contained in the 2019 assessment report. Items outside that report are excluded.
- Sitework and mechanical room sizes, associated with new mechanical equipment requirements (curbs, paving, concrete, parking modifications, mechanical rooms modifications) is excluded and shall be designed by others.

Exclusions

- Any design scope not expressly identified above.
- Major modifications or upgrades to the existing electrical service, distribution, or generator capacity.
- Design of systems outside the assessment report, including CCTV, PA, IT, Security, or Intrusion systems (except rough-ins where noted).
- Commissioning services (mechanical or electrical).
- Value engineering re-design, redesign due to changes in scope or budget
- Construction permits.
- Any construction administration services beyond those specifically listed.
- Design of site modifications (curbs, pavement, concrete work, or removal of parking spaces) required for installation are by others.
- Replacement of any other air handling equipment, hydronic distribution piping, or ductwork.
- *A fee proposal for services excluded above can be provided upon request.*

Note: Please reference the Electrical Proposal for a complementary description of scope, assumptions, and exclusions.

We propose the above MEP services for a lump sum amount of **$98,173.18**

For Site Lighting (Parking Lot) add **$5,500.00**

In recognition of the relative risks and benefits of the Project to both the Client and CARDINA Engineering Commissioning, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability CARDINA Engineering Commissioning to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of CARDINA Engineering Commissioning to the Client shall not exceed 15% of CARDINA Engineering Commissioning's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Please feel free to contact me should you have any questions.



Respectfully,
Carlos E. Arguijo, P.E.
CARDINA Consulting LLC

DSE ENGINEERING PLLC

September 2, 2025

Carlos E. Arguijo, P.E., LEED AP BD+C
CARDINA Engineering Commissioning

Reference: Westside Regional Command Center Upgrade

Mr. Arguijo:

Thank you for considering DSE to participate on this project. Herewith, we present DSE's fee proposal for electrical engineering services for the referenced project. The scope of work is understood to be the electrical design for the remodel of the existing 2 story building of approximately 26,450 sq ft. Fee proposal is based on the recommendations in the 2019 assessment report provided by your office. Electrical engineering services will comprise of the following:

Assumptions:

- Electrical design is limited to the recommendations in the 2019 assessment report. Design to remediate or upgrade current condition and functional status of existing electrical equipment and systems which differ from what was observed and noted in the assessments report is not included in this proposal.
- Any other electrical designs to accommodate architectural, mechanical, structural or civil items not identified in the report are not included in this proposal.
- It is assumed that the existing emergency generator has capacity to carry the additional lighting load.
- This proposal does not include electrical design to replace the existing generator to a larger generator and upgrade of the existing emergency distribution system.
- It is assumed that the existing electrical system has sufficient capacity to carry the new HVAC loads recommended by the assessment report.
- This proposal does not include electrical design to make major modifications or upgrades to the existing electrical system and service that may result from the requirements of new HVAC loads.

Electrical Design:

- Site survey of existing conditions for preparation of demolition drawings.
- Site survey of existing electrical systems.
- Add access control to doors identified by the report as requiring access control.
- Add access control gates at parking lots identified as needing secured access.
- Replace lighting sensors that do not work as recommended by the report.
- Add exit signs and emergency lights in locker room, roll call, women's restroom and corridors as recommended by report.
- Electrical design to transfer all lighting circuits to emergency generator distribution system
- Electrical power circuits for new redundant chiller as recommended by the report.
- Electrical power circuits for new boiler as recommended by the report.
- Electrical power circuits for new hydronic pumps as recommended by the report.
- Add circuits throughout as multiple offices share a single circuit for multiple workstations as recommended by the report.
- PDF design drawings and technical specifications submittal at 60% and 90% and 100% phase of the project.

New Parking Lot Lighting Design:

- New Parking lot illumination design
- Parking lot lighting controls
- Photometric Study

Construction Admin

- Attend Pre-Bid meeting
- Prepare Addenda
- Answer RFI
- Submittal review.
- 2 site visits and observation report during Construction
- Punch list at substantial completion. Back Check at final Punch list.

Exclusions:

- Any other design or specifications not included in Electrical Design Engineering Services above.
- Any other designs not included or recommended in the 2019 assessment report.
- Any other Construction Admin not included in Construction Admin Services above.
- Major modifications to the existing electrical distribution system.
- Electrical design to replace existing emergency generator if it does not have sufficient capacity to carry the new lighting load.
- CCTV, PA, IT, Security, Intrusion system design. (proposal includes rough-in only).
- Value engineering re-design.
- Develop As-Built drawings.
- Re-design due to changes of project scope or budget.
- Commissioning of Electrical Systems.
- Construction permits.

Fee proposal for the above exclusions can be provided upon request.

DSE will provide the above electrical engineering services for the fees below:

- Electrical Design Services for a lump sum of ~~$23,000.00~~ $20,000.00
- New Parking Lot Lighting Design for a lump sum of $ 5,000.00
- Construction Administration for a lump sum of ~~$12,000.00~~ $8,000.00

MNK will negotiate these fees

We look forward to collaborating with you on this project.

Sincerely,

Lorenzo De Santiago, P.E.
DSEngineering, PLLC

Client Signature

Date

Exhibit J

COEP EPPD HQ WRCC - Proposal
Mechanical Items
Chilles, Boilers, Pumps, FP BFP

	Principal In		Proj. Manager		Proj. Engineer		Designer		CAD / Revit Tech		Administrative		
	Qty	$189.10	Qty	$176.50	Qty	$155.73	Qty	$135.00	Qty	$62.38	Qty	$62.40	
PRELIMINARY DESIGN (30%)													
Project Management & Administration	1	$189		$0		$0		$0		$0	1	$62	$251.50
Site Observation		$0		$0	8	$1,246	8	$1,080	8	$499		$0	$2,824.88
Meetings		$0		$0	4	$623	4	$540		$0		$0	$1,162.92
Prelim. Equipment Selection (CH, B, P, FPBFP)		$0		$0	4	$623	12	$1,620		$0		$0	$2,242.92
Prelim. Equipment Selection ("plumbing ADA at each RR")		$0		$0	4	$623	12	$1,620		$0		$0	$2,242.92
SD Drawings		$0		$0	2	$311		$0	40	$2,495		$0	$2,806.66
Coordination with EE and Civil		$0		$0	2	$311	8	$1,080		$0		$0	$1,391.46
PHASE SUBTOTAL													*$12,923.26*
PRE-FINAL DESIGN (60%)													
Project Management & Administration	1	$189		$0		$0		$0		$0	1	$62	$251.50
Coordination		$0		$0	2	$311	4	$540		$0		$0	$851.46
Specifications		$0		$0	4	$623	4	$540		$0		$0	$1,162.92
Design Equipment		$0		$0	8	$1,246	20	$2,700	40	$2,495		$0	$6,441.04
Design hydronic Piping (new chiller and pump)		$0		$0	6	$934	16	$2,160	20	$1,248		$0	$4,341.98
PHASE SUBTOTAL													*$13,048.90*
FINAL DESIGN (90% & 100%)													
Project Management & Administration	1	$189		$0		$0		$0		$0	1	$62	$251.50
Coordination		$0		$0	2	$311	4	$540	4	$250		$0	$1,100.98
Meetings		$0		$0	4	$623		$0		$0		$0	$622.92
Design Equipment		$0	2	$353	4	$623	12	$1,620	40	$2,495		$0	$5,091.12
Design Piping		$0	2	$353	4	$623	12	$1,620	18	$1,123		$0	$3,718.76
Specifications		$0		$0	6	$934		$0	12	$749		$0	$1,682.94
PHASE SUBTOTAL													*$12,468.22*
OPINION OF PROBABLE COST													
Review		$0		$0		$0		$0		$0		$0	$0.00
30%	1	$189		$0		$0	8	$1,080		$0		$0	$1,269.10
60%	1	$189		$0		$0	8	$1,080		$0		$0	$1,269.10
90%	1	$189		$0		$0	4	$540		$0		$0	$729.10
100%	1	$189		$0		$0	4	$540		$0		$0	$729.10
PHASE SUBTOTAL													*$3,996.40*
CONSTRUCTION PHASE													
Permitting		$0	10	$1,765		$0		$0		$0		$0	$1,765.00
Construction Administration / Office		$0		$0		$0	10	$1,350		$0		$0	$1,350.00
Construction Administration / Field		$0		$0		$0	50	$6,750	30	$1,871		$0	$8,621.40
PHASE SUBTOTAL													$11,736.40
TOTALS	7	$1,324	14	$2,471	64	$9,967	200	$27,000	212	$13,224	3	$187	$54,173.18

DSE	$ 35,000.00
OH&P	$ 3,500.00
	$ 92,675.00

DSE Site Light	$ 5,000.00
OH&P	$ 500.00
Site Lightir	$ 5,500.00

Exhibit K

OSBORNE DRIVE
(60' R. O. W.)

SUNSET DRIVE
(50' R. O. W.)

SANITARY SEWER MANHOLE:
RIM ELEV.= 3791.67'
N. INVERT ELEV.=3764.22'
S. INVERT ELEV.=3764.27'

SANITARY SEWER MANHOLE:
RIM ELEV.= 3784.39'
N. INVERT ELEV.(CLAY)=3767.39'
S. INVERT ELEV.=3767.52'

SET CHISELED "X" IN CONCRETE

SET 1/2" REBAR WITH SURVEY CAP NO. "TX 6223"

SET 1/2" REBAR WITH SURVEY CAP NO. "TX 6223"

24 PARKING SPACES

10 PARKING SPACES

6 PARKING SPACES

7 PARKING SPACES

10 PARKING SPACES

5 PARKING SPACES

12 PARKING SPACES

3 PARKING SPACES

13 PARKING SPACES

8 PARKING SPACES

16 PARKING SPACES

TRACT 12F

EL PASO POLICE DEPARTMENT
WEST SIDE REGIONAL COMMAND CENTER
FF=3782.36

TRACT 12H1

TRACT 12F

TRACT 12H1

TRACT 12B

ELECTRIC SWITCH PANEL

BIKE RACK

SAFETY SWITCH

ELECTRONIC PAD

SAFETY SWITCH

ZACH WHITE INDUSTRIAL DISTRICT

RIP RAP

R5.00'

R5.00'

R5.00'

S19°47'45"E 216.22'

N70°12'15"E 1.21'

R180.00'

OLD PROPERTY LINE

S19°47'45"E 208.55'

OLD PROPERTY LINE

R5.00'

R5.00'

24' DRIVEWAY

9' TYP.

24'

24'

24'

24'

DEAD TREE TO BE REMOVED

43 PARKING SPACES

R1.50'

R1.50'

14' DRIVEWAY

9' TYP.

R3.00'

18' TYP.

15' TYP.

N70°26'08"E 48.61'

S10°12'00"W 59.99'

PROPOSED 2' FLUME

PROPOSED 2' FLUME

TOTAL AREA FOR PURCHASE: 21,781.18 SQ FT

255.80' N19°47'05"W

PROPOSED PROPERTY LINE

169.57' N16°22'20"W

PROPOSED PROPERTY LINE

PROPOSED CANOPY RELOCATION

EXISTING POWER/UTILITY POLE TO REMAIN UNDISTURBED

WOOD SWINGS

CANOPY SHADE

CONCRETE AREA

SET 1/2" REBAR WITH SURVEY CAP NO. "TX 6223"

SET 1/2" REBAR

ROCKWALL

ROCKWALL

WESTSIDE COMMUNITY CHURCH

FILE NO.

GRAPHIC SCALE
20' 0 0 20'

ENGINEER'S SEAL

RELEASED FOR INTERIM REVIEW BY SERGIO J. LARA TEXAS P.E. No. 85423

NOT FOR CONSTRUCTION

11/16/22

CONSULTANT'S NAME

BROCK & BUSTILLOS INC.
CONSULTING ENGINEERS
LAND SURVEYORS

417 EXECUTIVE CENTER
EL PASO, TEXAS 79902

PH(915) 542-4800
FAX (915) 542-4807
WWW.BROCKBUSTILLOS.COM

TBPE Firm Reg. No.: F-737

JOB NO. 05100-129A

REFERENCES -- BENCHMARKS

BENCHMARK:
-

DATE	REVISIONS	BY

SCALE
HOR:
VER:

DATE	OCTOBER 2022	
DESIGN BY	I.C.	
DRAWN BY	I.C.	
CHKD. BY	S.J.A.	
APPD. BY	S.J.A.	

PROJECT NAME

201 SUNSET ROAD – WESTSIDE POLICE COMMAND CENTER

TRACTS 12H1 AND 12F, A.F. MILLER SURVEY NO. 210 AND A PORTION OF LOT 2, BLOCKS 2, CROSSROADS SUBDIVISION REPLAT A, 201 SUNSET ROAD, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

CITY OF EL PASO ENG. DEPT.

SHEET TITLE

SITE LAYOUT OPTION 1

SHEET

C-1

201 SUNSET ROAD – WESTSIDE POLICE COMMAND CENTER

263

Exhibit L

MNKARCHITECTS

Schedule	Days	Start	End
Fee Proposal		8/6/2025	9/5/2025
City Approval		9/5/2025	9/12/2025
Consultant Kick-Off Meeting			9/19/2025
NTP			9/19/2025
Site Survey (if needed)	21	9/19/2025	10/10/2025
Assesment Field Visit	2	9/19/2025	9/21/2025
Consultant Assesments Due			10/10/2025
Facility Assesment	30	9/19/2025	10/19/2025
Facility Assesment Estimate	5	10/19/2025	10/24/2025
Conceptual Design and Priority Review (by City)	15	10/24/2025	11/8/2025
NTP issued for Design			11/8/2025
30% Preliminary Design	60	11/8/2025	1/7/2026
30% Preliminary Design Consultant Drawings Due			1/2/2026
30% Preliminary Design OPC	14	1/7/2026	1/21/2026
Preliminary Code Review with City Permitting	3	1/7/2026	1/10/2026
30% Preliminary Design Owner Review	15	1/21/2026	2/5/2026
NTP Issued for next phase			2/5/2026
60% Pre-Final Design	75	2/5/2026	4/21/2026
60% Pre-Final Design Consultant Drawings Due			4/16/2026
60% Pre-Final Design OPC	10	4/11/2026	4/21/2026
60% Pre-Final Design Owner Review	15	4/21/2026	5/6/2026
NTP Issued for next phase			5/6/2026
90% Final Design	75	5/6/2026	7/20/2026
90% Final Design Consultant Drawings Due			5/1/2026
90% Final Design OPC	14	7/20/2026	8/3/2026
90% Final Design Owner Review	15	8/3/2026	8/18/2026
NTP Issued for next phase			8/18/2026
100% Signed Sumbittal	10	8/18/2026	8/28/2026
Bidding	28	8/28/2026	9/25/2026
Construction	240	9/25/2026	5/23/2027

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the **"ARCHITECT AND ENGINEERING SERVICES FOR THE EL PASO POLICE DEPARTMENT WESTSIDE REGIONAL COMMAND CENTER"** hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.

3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT/CONCEPT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior,

Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.

4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.

8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities.

The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **"Drawings,"** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **"Specifications."** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.

5. As per Attachment "D", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.

9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the

construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.

11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

12. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT
GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT SCHEDULE

For the project known as **"ARCHITECT AND ENGINEERING SERVICES FOR THE EL PASO POLICE DEPARTMENT WESTSIDE REGIONAL COMMAND CENTER"** hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **$612,642.18** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

REPORT / CONCEPT PHASE-	**$153,644.88**
PRELIMINARY DESIGN -	**$94,408.38**
PRE FINAL DESIGN -	**$129,207.73**
FINAL DESIGN -	**$151,478.80**
BIDDING -	**$6,036.00**
CONSTRUCTION ADMIN -	**$77,866.40**
TOTAL -	**$612,642.18**

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. Tips and alcohol are not reimbursable.

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

CONCEPT PHASE
The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE
The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE
The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in Phase III of this Agreement shall be completed and ten (10) copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within 60 consecutive calendar days following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner Three (3) copies of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10)copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

ATTACHMENT "E"
INSURANCE CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Risk Specialty Group, LLC 675 Bering Dr, Ste. 175 Houston TX 77057	CONTACT NAME: Leah Calloway PHONE (A/C, No, Ext): 713-552-1900 FAX (A/C, No): 713-513-5411 E-MAIL ADDRESS: lcalloway@riskspecialtygroup.com
INSURED MNKARCH-01 MNK Architects, Inc. 330 Eubank Court El Paso TX 79902	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Aspen American — 43460 INSURER B : RLI Insurance Company — 13056 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1728429747 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			PSB0011756	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PSB0011756	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			PSE0005840	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PSW0006345	8/1/2025	8/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability "claims-made"			AAAE300765-01	8/16/2025	8/16/2026	Each Claim Limit Aggregate Limit	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is automatically included as Additional Insured on the General Liability & Auto when required via written contract. Blanket Waiver of Subrogation is also provided to same on the General Liability, Auto & Workers' Compensation when required via written contract. 30-Day NOC applies

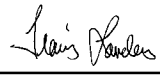
CERTIFICATE HOLDER

City of El Paso
Capital Improvement Dept.
218 N. Campbell
El Paso TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Renee Jimenez
Business Name	MNK Architect. Inc.
Agenda Item Type	N/A
Relevant Department	N/A

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

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

OR

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

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

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

Signature: _____ Date: 7/23/2025

File #: 25-1369, **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 Humberto Talamantes, (915) 240-3133

AGENDA LANGUAGE:

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

That the City Manager or designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 5649201 FY2026 for the City of El Paso Police Department project identified as "Bullet Resistant Components for Law Enforcement Vehicles FY2026" to provide financial assistance to the City of El Paso. Requesting $142,402.50, no cash match is required. The grant period will be from March 1, 2026, to February 28, 2027.

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

REVISED
4:42 pm, Nov 05, 2025

DEPARTMENT: El Paso Police Department

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Humberto Talamantes **PHONE NUMBER:** 915-240-3133

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

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

SUBGOAL:

2.1 Maintain standing as one of the nations top safest cities

SUBJECT:

That the City Manager or designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 5649201 FY2026 for the City of El Paso Police Department project identified as "Bullet Resistant Components for Law Enforcement Vehicles FY2026" to provide financial assistance to the City of El Paso. Requesting $142,402.50, no cash match is required. The grant period will be from March 1, 2026, to February 28, 2027.

BACKGROUND / DISCUSSION:

The Bullet Resistant Components for Law Enforcement Vehicles FY2026 project will allow the department to purchase ballistic components for approximately 50 law enforcement vehicles.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

No Prior Council Action.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

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

REVISED
4:42 pm, Nov 05, 2025

RESOLUTION

WHEREAS, the City of El Paso (the "City") is eligible to apply for grants through the Public Safety Office of the State of Texas; and

WHEREAS, the El Paso City Council seeks to receive grant funding through the grant/application number 5649201, for the El Paso Police Department project identified as "Bullet Resistant Components for Law Enforcement Vehicles FY2026"; and

WHEREAS, the El Paso City Council designates the City Manager or her designee as the City's authorized official.

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

1. **THAT**, the City Manager or designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 5649201, for the City of El Paso Police Department project identified as "Bullet Resistant Components for Law Enforcement Vehicles FY2026" to provide financial assistance to the City of El Paso.

2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant, if applicable.

3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant.

4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.

5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections, or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this ____day of _____, 2025.

(Signatures on the following page)

(Signature page)

CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Chief Peter Pacillas
El Paso Police Department

Grant Information Form
Part A - Grant Application

Office of the Comptroller

This form is to be used to provide information to the Grants Administration Division (GAD) for grant applications, grant awards.

Department:

Police

DUNS-058873019/UEI-KLZGKXNFVTL4

A. GRANT APPLICATION

A1. Department Programmatic Contact Person

Name:

Steve Pedroza

Title:

Fleet and Building Superintendent

Phone No.:

915-212-4220

Email:

PedrozaSX@elpasotexas.gov

A2. Grant Data

Funding Agency:

Office of the Governor

Grant Name:

Bullet-Resistant Components for Law Enforcements

CFDA/ALN: ('n/a' if unavailable)

N/A

Find Federal Program Information

Application Due Date:

November 20, 2025

NOTE: If application due date does NOT meet the 14 working day requirement, application MUST be accompanied with a memo from your DCM requesting a one-time exception in order to be processed.

Requires Signature or Review from:

- ☐ *Mayor*
- ☑ *City Manager*
- ☑ *Legal Review*

A3. Financial Data

Amount of Granting Agency Funds Requested:

$ $142,402.50

Amount of City Matching Funds Requested:

$ $0.00

Amount of In-Kind Funds Requested:

$ $0.00

Amount of "other" matching Funds:

$ $0.00

Other Matching Funds Source:

0

Total Amount Requested:

$ $142,402.50

A4. Grant Classification

- ☑ *Competitive (award based on competition)*
- ☐ *Entitlement (set of funds determined by formula)*
- ☐ *Continuation (ongoing funding)*

Grant Information Form - Part A

A5. City Match Certification

Has City Match been secured by the Department Director?

☐ Yes ☐ No ● N/A

Is the match secured for the life of the grant?

☐ Yes ☐ No ● N/A

Does this grant allow for operating/administrative costs?

☐ Yes ● No ☐ % *Amount:* $ $0.00

How is the match amount determined?

☐ *Fixed Amount:* $ $0.00

☐ *Percentage of Project Cost:* 0% %

☑ *Other (Please explain):*

N/A

For this fiscal year, how much of the local match amount is already in the department's budget:

$ $0.00

Not budgeted:

$ $0.00

Proposed source of match:

0

Description of Grant:

The El Paso Police Department (EPPD) is seeking funding to purchase and install rifle- and handgun-rated door panel armor on 50 police vehicles. This project will enhance officer safety and provide additional protection during high-risk operations involving armed and violent offenders.

REQUIRED SIGNATURES

Preparer

eSigned via GovOS.com
Edith Munoz
Key: 986a2d42-9362-46fc-ab00-18bf8cefb9a4

Date

11-04-2025

Grants Administration Div.

eSigned via GovOS.com
Elda Rodriguez Hefner
Key: 7b270d1a-4424-4b13-b80f-4f1544d1d4a3

Date

11-05-2025

Department Director

eSigned via GovOS.com
Norma Huerta
Key: 1e178a5a-70cb-46b9-bda9-4167055301bb

Date

11-04-2025

Legal Review

eSigned via GovOS.com
Eric Gutierrez
Key: 3d452f80-af40-419f-841d-863e6542f882

Date

11-05-2025

Print This Page

Agency Name: El Paso, City of
Grant/App: 5649201 **Start Date:** 3/1/2026 **End Date:** 2/28/2027

Project Title: Bullet- Resistant Components for Law Enforcement Vehicles FY2026
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499014

Application Eligibility Certify:
Created on:10/22/2025 4:53:22 PM By:Edith Munoz

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: Bullet- Resistant Components for Law Enforcement Vehicles FY2026
Division or Unit to Administer the Project: El Paso Police Department
Address Line 1: 300 N. Campbell
Address Line 2:
City/State/Zip: El Paso Texas 79901-1402
Start Date: 3/1/2026
End Date: 2/28/2027

Regional Council of Goverments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: El Paso

Grant Officials:
Authorized Official
Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official
Name: Margarita Marin
Email: marinmm@elpasotexas.gov
Address 1: 300 North Campbell St
Address 1:
City: EL PASO, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax: 915-212-0042
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director
Name: Steve Pedroza
Email: pedrozasx@elpasotexas.gov
Address 1: 911 N. Raynor

Address 1:
City: El Paso, Texas 79915
Phone: 915-212-4220 Other Phone: 915-216-1785
Fax:
Title: Mr.
Salutation: Mr.
Position: Fleet and Building Superintendent

Grant Writer
Name: Edith Munoz
Email: C2087@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:
City: El Paso , Texas 79903
Phone: 915-212-4297 Other Phone:
Fax:
Title: Ms.
Salutation: --- Select One ---
Position: Research Assistant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499014
Unique Entity Identifier (UEI): KLZGKXNFVTL4

Narrative Information

Introduction

The purpose of this funding is to provide grants to law enforcement agencies to equip motor vehicles used by peace officers with certain bullet-resistant components.

Certifications

In addition to the requirements found in existing statute and regulation, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Government. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures
Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2026 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

The El Paso Police department seeks funding to enhance officer safety by equipping several patrol vehicles with rifle and handgun rated ballistic door panels. This upgrade will play a critical role in the daily operations of the El Paso Police Departments Gang Unit, SWAT unit and Regional Patrol Units. These operations frequently involve high-risk apprehensions of gang members, violent offenders and fugitives. Such missions are inherently dangerous due to the increased accessibility of high-powered firearms among individuals engaged in these criminal activities.

Problem Statement :

Over the past four years, the El Paso Police Department has observed a notable increase in weapons-related offenses, particularly among juveniles. The growing accessibility of firearms is evident, as numerous individuals identified as gang member have been documented displaying rifles and handguns on social media platforms. Additionally, there has been a rise in the presence of modified firearms, including those equipped with Glock switches, which significantly increase their lethality. Thus far in 2025, the El Paso Police Gang Unit has recovered approximately 50 firearms this year alone, including assault rifles and shotguns. Law enforcement agencies nationwide, including EPPD, continue to face evolving and complex threats such as ambushes, active shooter incidents, and acts of terrorism. Despite these risks, officers remain committed to reducing violent crime and ensuring the safety of the community. This project directly supports state and local priorities focused on enhancing officer safety and combatting gun violence. By equipping patrol and specialized units with rifle- and handgun-rated ballistic door panels, the department will improve operational readiness, reduce officer vulnerability during high-risk encounters, and ultimately strengthen community safety.

Supporting Data :

The City and County of El Paso have experienced a measurable increase in juvenile weapon offenses and overall violent crime between 2017 and 2023. The average age of offenders during this period ranged from 10 to 26 years old. From 2016 through 2023, a total of 496 aggravated assaults were reported, with the most significant rise occurring between 2021 and 2022. While overall assault numbers have since stabilized, incidents of homicide involving juveniles have shown an upward trend. During this same timeframe, there were 30 reported cases of deadly conduct, 67 incidents involving the discharge of firearms, 159 aggravated robberies, and 42 murders. Between 2017 and 2023 284 offenses were committed with a firearm. From 2019 to 2024, the El Paso area recorded 1,844 felony arrests and 418 misdemeanor arrest involving documented gang members. Additionally, a

total of 1,016 weapons were seized during this period. Homicide rates have continued to rise, with 131 homicides recorded between 2020 and 2025. In recent month, multiple shootings have occurred within the El Paso area, underscoring the persistent and evolving threat of gun violence in the community. The data demonstrates a clear and continuing trend of increased violent crime and firearms-related offenses within the City and County of El Paso. The prevalence of firearms among offenders, particularly juveniles and documented gang members, presents elevated risks for both law enforcement personnel and the community.

Project Approach & Activities:

The proposed project will be implemented by the El Paso Police Department though its Gang Unit, Special Weapons and Tactics (SWAT) Unit, and Regional Command Units. The project includes the installation of rifle- and handgun-rated ballistic door panels in designated department vehicles, as follows: the majority of marked and unmarked vehicles assigned to the Gang Unit, four unmarked vehicles assigned to the SWAT Unit, and three marked patrol vehicles assigned to each Regional Command. The Gang Unit utilizes its marked vehicles daily to conduct proactive enforcement operations in high-crime areas, focusing on knows gang members and violent offenders, these activities frequently result in the recovery of firearms, including handguns and rifles. The unit also performs high-risk felony traffic stops involving suspects wanted for offenses such as murder, aggravated assault, deadly conduct, discharge of a firearm and robbery. Unmarked vehicles are used to transport officers during discreetly during surveillance and apprehension operations involving armed or high-risk subjects. The SWAT unit employs unmarked vehicles to transport personnel and specialized equipment during the execution of high-risk search and arrest warrants. During these operations, SWAT officers often use their vehicles as cover when approaching potentially armed suspects or fortified locations. The installation of ballistic doors will provide additional protection during these tactical deployments. Regional Command Units rely on their marked patrol vehicles for general law enforcement and emergency response operations. These units are often among the first to arrive at critical incidents, including large-scale emergencies such as active shooter events. Equipping their vehicles with ballistic protections will enhance officer safety and improve the department's ability to respond effectively to violent and rapidly evolving situations. Collectively, these upgrades will strengthen the department's operational safety posture, ensuring that personnel assigned to high-risk ad frontline duties have the necessary protection to perform their responsibilities effectively while maintaining public safety throughout the City and County of El Paso.

Capacity & Capabilities:
The El Paso Police Department (EPPD) possesses the organizational structure, personnel, and operational capacity necessary to successfully implement and manage this project. The department's Gang unit and Special Weapons and Tati's (SWAT) unit are composed of highly trained officers with extensive experience in firearms handling, tactical operations and high-risk apprehensions. Over the past five years, the Gang Unit has averaged more than 800 arrests and has recovered over 300 firearms. Working in coordination with the SWAT unit, the Gang Unit has executed more than 200 search warrants targeting violent offenders and gang-related criminal activity. Both units regularly engage in joint operations to locate and apprehend high-risk subjects, ensuring coordinated and effective tactical responses. The EPPD also maintains an in-house fleet Maintenance Division responsible for the upkeep, repair and modification of department vehicles. This division ensures that all police units remain in optimal operating condition and are equipped to meet operational demands. This department will assist in coordinating and overseeing the installation of ballistic door panels as part of this project. Additionally, the department maintains strong collaborative partnerships with local, state and federal law enforcement agencies, including the El Paso County Sherriff's Office, local and county Constable Offices, The Texas Department of Public Safety, and federal partners such as the Federal Bureau of Investigation (FBI), Homeland Security Investigations (HIS), the Bureau of Alcohol, Tabacco, Firearms and Explosives (ATF), and the Drug Enforcement Administration (DEA). These partnerships are coordinated through the El Paso Anti-Gang Center, which facilitates intelligence sharing, joint investigations, and coordinated enforcement efforts. Through its specialized units, dedicated support divisions, and interagency partnerships, the EPPD is fully equipped to implement the proposed project effectively and ensure its successful completion in alignment with departmental and grant objectives.

Performance Management :

The El Paso Police Department (EPPD) will measure the success of this project through operational effectiveness and established performance metrics. The primary objective is to ensure that the ballistic door panels meet certified safety standards and provide increased protection for department personnel. Success will be monitored through a combination of equipment performance evaluations and operational tracking. Equipment performance will be assessed by monitoring the durability and functionality of the panels under daily operational conditions, including routine audits to evaluate wear and effectiveness over time. Operational effectiveness will be measured using data related to field activity in which the upgraded vehicles are utilized. This includes tracking traffic stops, arrests, execution of search warrants, and responses to barricaded or high-risk subjects were officers use

vehicles as ballistic cover. By collecting and maintaining this data, the department will be able to assess the contribution of the ballistic upgrades to officer safety and overall operational readiness. The overarching goal of the EPPD is to maintain public safety and reduce violent crime. By equipping vehicles with enhanced ballistic protection, the department aims to improve office safety, enabling personnel to perform their duties more effectively while reducing exposure to potential threats during high-risk operations.

Target Group :

The primary recipients of the ballistic door panel upgrade will be the El Paso Police Department (EPPD) personnel, including officers assigned to the Gang Unit, The SWAT Unit and Regional Command Units. These officers regularly respond to high-risk incidents, conduct proactive enforcement operations, and perform tactical interventions where ballistic protection is critical. Additional beneficiaries include partner law enforcement agencies at the local, state and federal levels, including the El Paso County Sherriff's Office, local and county Constable Offices, The Texas Department of Public Safety, and federal partners such as the Federal Bureau of Investigation (FBI), Homeland Security Investigations (HIS), the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), and the Drug Enforcement Administration (DEA). Collaborative operations conducted through the El Paso Anti-Gang Center may utilize these vehicles during joint enforcement activities, providing enhanced protection for personnel from multiple agencies. By equipping vehicles with ballistic door panels, the project will support officers responding safely and effectively to a wide range of law enforcement operations, including traffic stops, apprehension of violent offenders, execution of search warrants, and critical incident response. The upgrade enhances the operational safety of personnel who serve and protect the community on a daily basis.

Evidence-Based Practices:

The selection of the proposed methods and activities is supported by research and evidence from national law enforcement studies and after-action reviews of ambushes and assaults on officers operating in marked police vehicles. Data from the Federal Bureau of Investigation's (FBI) Law Enforcement Officers Killed and Assaulted (LEOKA) reports indicate an increase in ambush style attacks on uniformed in recent years. These reports have documented that standard police vehicles offer limited ballistic protection, as vehicle door panels and windshields are not designed to withstand rifle or handgun fire. Analysis of past critical incidents, including traffic stops and warrant service operations, has led law enforcement agencies across the country to implement enhanced ballistic protections measures such as armored door panels, helmets and handheld ballistic shields. While these tools provide significant protection, research and field experience indicate that vehicle-based ballistic shielding offers continuous, immediately accessible protection during dynamic and unpredictable incidents. Studies and recommendations form organizations such as the National Institute of Justice (NIJ) and the International Association of Chiefs of Police, (IACP) emphasize the importance of officer safety equipment that meets ballistic resistance standards (NIJ Standard-0108.01) NIJ certified ballistic door panels have been demonstrated through testing to prevent projectile penetration and reduce injury risk during armed encounters. Based on this evidence, the installation of rifle- and handgun-rated ballistic door panels in designated EPPD vehicles represents an evidence-informed approach to mitigating the risk of officer injury or death during high-risk operations. The initiative aligns with nationally recognized best practices for law enforcement safety and enhances the department's capacity to respond effectively to violent incidents while protecting both the officers and the community.

Project Activities Information

Introduction

Introduction
This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment and Technology	100.00	Purchase Vehicle Ballistic Door Panels which will provide protection to Officers during felony traffic stops and active critical incidents.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of police vehicles equipped with bullet-resistant components.	100

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
Equipment or technology: Individuals / Operators equipped	50
General Law Enforcement or Public Safety: Arrests resulting from grant.	300
Targeted Investigation: Criminal cases resulting in arrest.	50
Targeted Investigation: Grant Funded investigations carried out by the unit / division	75
Training or professional development: Equipment evaluations	12

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
Number of exercises conducted	20
Number of individuals participating in exercises	50
Number of people trained	50
Number of special response team personnel provided with new equipment	30
Number of special response teams created, maintained, or enhanced	30

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:
_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
9/1/2025
Enter the End Date [mm/dd/yyyy]:
8/31/2026

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:
149415096
Enter the amount (in Whole Dollars $) of State Grant Funds expended:
14393769

Single Audit

Applicants who expend less than $1,000,000 in federal grant funding or less than $1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $1,000,000 or more, or state grant funding of $1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:
X Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:
8/31/2024

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?

Select the appropriate response:

_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Installation of grant purchased equipment and technology	Installation costs for 50 vehicles at 109.25 each for a total of $5,462.50	$5,462.50	$0.00	$0.00	$0.00	$5,462.50	0
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	Rifle Rated Ballistic Door Panels Driver and Passenger for 42 vehicles, 2 panels per vehicle at $1,399 ea panel for a total of $117,516.00	$117,516.00	$0.00	$0.00	$0.00	$117,516.00	84
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	Rifle Rated Ballistic Door Panels Driver and Passenger for 4 vehicles, 2 panels per vehicle at $1,549.00 ea panel for a total of $12,392.00	$12,392.00	$0.00	$0.00	$0.00	$12,392.00	8
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	Hand Gun Rated Ballistic Door Panels Driver and Passenger for 4 vehicles, 2 panels per vehicle at $879.00 ea panel for a total of $7,032.00	$7,032.00	$0.00	$0.00	$0.00	$7,032.00	8

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$5,462.50	$0.00	$0.00	$0.00	$5,462.50
Equipment	$136,940.00	$0.00	$0.00	$0.00	$136,940.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$142,402.50	$0.00	$0.00	$0.00	$142,402.50

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: emunozmo

File #: 25-1364, **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.

A Resolution that the closure of rights-of-way within the City of El Paso for the Winterfest 2025 Opening Day & Lights Parade from Saturday, November 22, 2025, 6:00 am to 6:00 am. on Sunday, November 23, 2025, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa St. between Franklin Ave. and Texas Ave. and Texas Ave. between Oregon St. and Octavia St. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

STATE OF TEXAS §
§
COUNTY OF EL PASO §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of El Paso, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including **Mesa St. and Texas Ave.**, in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of **Mesa St. between Franklin Ave. and Texas Ave., and Texas Ave. between Oregon St. and Octavia St.**, for the purpose of allowing **the WinterFest 2025 Opening Day & Lights Parade**, from **6:00 am** on **Saturday, November 22, 2025**, to **6:00 am** on **Sunday, November 23, 2025,** as described in the attached **"Exhibit A"**, hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the **18th day of November,2025**, the El Paso City Council passed a Resolution, attached hereto and identified as **"Exhibit B,"** establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as **"Exhibit C,"** and incorporated as if fully set forth herein.

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, including but not limited to; plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.

B. The local government shall submit to the State for review and approval: the construction plans, if construction or modifications to the State's right of way is required; the traffic control and signage plans; traffic enforcement plans, and; all other plans deemed necessary by the State. The State may require that any traffic control plan of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan, and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of El Paso Attn: Dionne Mack City Manager 300 N. Campbell- City 1, 2nd Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Tomas C. Trevino, P.E. El Paso District Engineer 13301 Gateway West El Paso, Texas 79928-5410

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF EL PASO
Executed on behalf of the local government by:

_____ Date_____

Dionne Mack
City Manager

APPROVED AS TO FORM:

Russel T. Abeln
_____
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip F. Etiwe, Director
Planning and Inspections Department

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____

Tomas C. Trevino, P.E.,
El Paso District Engineer

Exhibit A

City of El Paso
Streets and Maintenance
Traffic Control Permit

Site Address: 114 MILLS, EL PASO, TX 79901

Permit No: **EPTC25-03902**

Issued: **10/02/2025**

Expires: **01/12/2026**

Applicant	Phone Number	Barricade Company
PHOEBE GRIJALVA 801 texas EL PASO, TX 79901	Applicant:915-242-9000 Barricade:915-592-6619	APACHE BARRICADE & SIGN 11560 PELLICANO DR PO BOX 950667 EL PASO, TX 79996

WORK AUTHORIZED: COEP PARKS AND RECREATION WILL BE HAVING AN EVENT AT SAN JACINTO PARK, REQUIRING STREET AND SIDEWALK CLOSURES PROVIDED BY APACHE BARRICADE COMPANY. NO OVERNIGHT TC DEVICES, EQUIPMENT, OR DEBRIS ARE TO BE LEFT ON OR OFF THE WORK AREA. ACTIVE TCP MUST BE PRESENT AND FOLLOWED AT ALL TIMES WITH AT LEAST 10' TRAVEL LANES. RESIDENT, BUSINESS & EMERGENCY VEHICLES MUST HAVE ACCESS AT ALL TIMES.
24/7 CLOSURE 11/10/25-01/12/26
OPENING DAY CLOSURE-11/22/25 6:00AM -11/23/25 6:00AM
PARADE- 11/22/25 11:00 AM - 9:00 PM

TYPE OF TRAFFIC CONTROL SET UP: ROAD CLOSURES / LANE CLOSURES/

Start Date: 11/10/2025

Expiration Date: 01/12/2026

PERMIT APPROVED FOR COEP ROW ONLY

Length of Term: Long 24/7 CLOSURE 11/10/25-01/12/26
OPENING DAY CLOSURE-11/22/25 6:00AM -11/23/25 6:00AM
PARADE- 11/22/25 11:00 AM - 9:00 PM

*** NOTICE ***

1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.

2. THIS TRAFFIC CONTROL PERMIT AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE JOB SITE UNTIL COMPLETION OF THE PROJECT.

3. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT.

City Traffic Engineer

Contractor's, Owner's or Agent's Signature

Issued By Jose De Santiago

EPTC25-03902

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 11/10/25-01/12/26

Time: 24/7

BY: _____ DATE: 10/01/2025

CITY OF EL PASO STREETS AND MAINTENANCE



TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

WINTER FEST
LOCATION: MILLS BETWEEN OREGONAND MESA
PROJECT: WINTERFEST CLOSURE
TTC: ROAD CLOSURE W/ DETOUR ROUTE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.
3. CLOSURE TO REMAIN OVERNIGHT 24/7.

LEGEND

= WORK AREA

= ROAD CLOSED

UNLESS OTHER WISE

309

EPTC25-03902

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 11/22/25-11/23/25

Time: 6:00AM-6:00AM SAT-SUN

BY: _____ DATE: 10/02/2025

CITY OF EL PASO STREETS AND MAINTENANCE



TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'
35		205'	225'	245'	35'	70'	160'	250'
40		265'	295'	320'	40'	80'	240'	305'
45	L= WS	450'	495'	540'	45'	90'	320'	360'
50		500'	550'	600'	50'	100'	400'	425'
55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

APACHE BARRICADE & SIGN T C P

WINTER FEST
LOCATION: MILLS BETWEEN OREGONAND MESA
PROJECT: WINTERFEST CLOSURE
TTC: ROAD CLOSURE W/ DETOUR ROUTE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.
3. CLOSURE TO REMAIN OVERNIGHT 24/7.

LEGEND

= PED BIKE RACK BARRICADE.

= WORK AREA

= ROAD CLOSED UNLESS OTHER WISE

= WATER

310



EPTC25-03902

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 11/22/25

Time: 11:00AM-9:00PM SAT

BY: _____ DATE: 10/02/2025

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
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35		205'	225'	245'	35'	70'	160'	250'
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60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

WINTERFEST PARADE
LOCATION: DOWTOWN
PROJECT:PARADE
TTC: ROAD CLOSURE / LANE CLOSURES W/ DETOUR ROUTE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

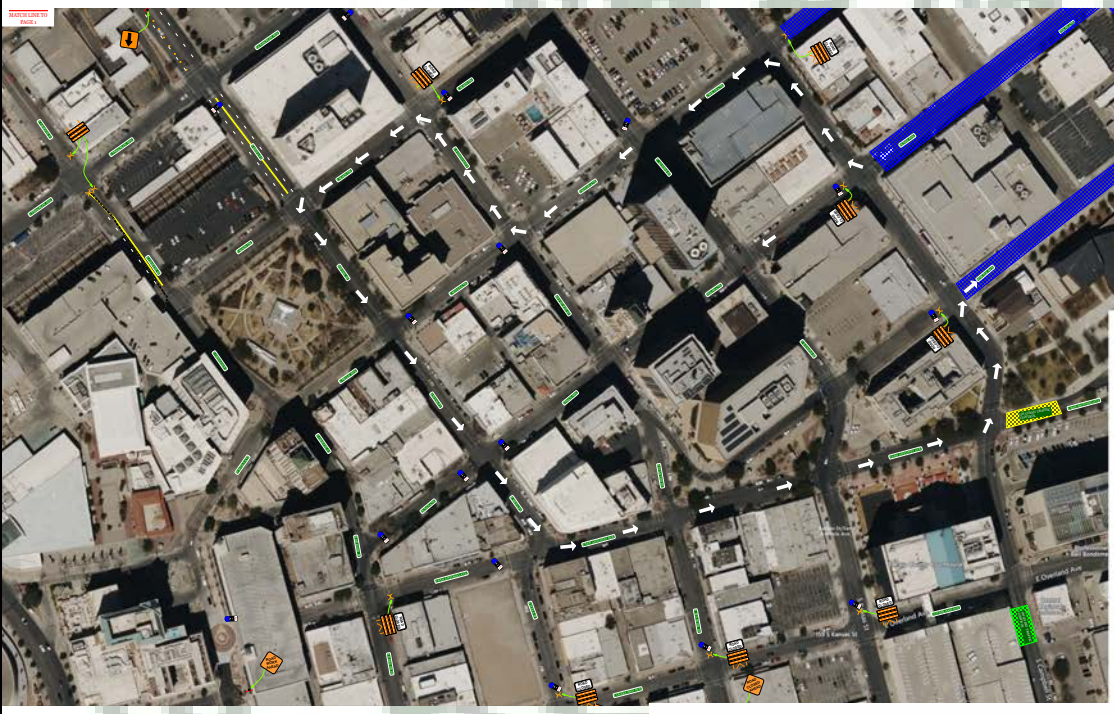
LEGEND

= 28" CONE

= ARROW BOARD

= PD CRUISER

= ROAD CLOSED 311 UNLESS OTHER WISE



EPTC25-03902

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 11/22/25

Time: 11:00AM-9:00PM SAT

BY: _____ DATE: 10/02/2025

CITY OF EL PASO STREETS AND MAINTENANCE

TCP PREPARED BY: OMAR J GUEVARA, TCDS
APACHE BARRICADE & SIGN

POSTED SPEED	FORMULA	MIN. TAPER LENGTH 10' OFFSET	11' OFFSET	12' OFFSET	SUGGESTED MAX. DEVICE SPACING ON A TAPER	ON TANGENT	MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER
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35		205'	225'	245'	35'	70'	160'	250'
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55		550'	605'	660'	55'	110'	500'	495'
60		600'	660'	720'	60'	120'	*600'	570'
65		650'	715'	780'	65'	130'	*700'	645'
70		700'	770'	840'	70'	140'	*800'	730'

WINTERFEST PARADE
LOCATION: DOWTOWN
PROJECT:PARADE
TTC: ROAD CLOSURE / LANE CLOSURES W/ DETOUR ROUTE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

= 28" CONE

= ARROW BOARD

= PD CRUISER

= ROAD CLOSED 312 UNLESS OTHER WISE

Exhibit B

R E S O L U T I O N

WHEREAS, **Parks & Recreation Department** (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso (hereinafter referred to as "the City") for the **WinterFest 2025 Opening Day & Lights Parade event from Saturday, November 22, 2025, 6:00 am to 6:00 am. on Sunday, November 23, 2025,** (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of El Paso (hereinafter referred to as the "City") has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including **Mesa St. between Franklin Ave. and Texas Ave. and Texas Ave. Between Oregon St. and Octavia St,** within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the **WinterFest 2025 Opening Day & Lights Parade event from Saturday, November 22, 2025, 6:00 am to 6:00 am. on Sunday, November 23,** serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Mesa St. between Franklin Ave. and Texas Ave. and Texas Ave. between Oregon St. and Octavia St.** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

(Signatures on following page)

APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
_____
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip F, Etiwe, Director
Planning & Inspections Department

Exhibit C

WinterFest 2025 Opening Day Nov 22 2025

Event Name : WinterFest 2025 Opening Day Nov 22 2025
Event Type : Opening Day
Event Purpose : Opening Day
No Of Days : 1
Event Start Date : November 22, 2025
Event End Date : November 22, 2025
Event Time :

	Start Time	End Time
Day 1 - November 22, 2025	6:00 PM	10:00 PM

	Date	From	To
Setup	November 22, 2025	6:00 AM	9:00 AM
TearDown	November 22, 2025	11:00 PM	NOV. 23, 12AM – 6AM

Anticipated Maximum Attendance (Staff, Volunteers and Attendees.) :

Date	Participants	Spectators	Total
Day 1 - November 22, 2025	10000	10000	20000

Contact Person(s)

Name : Phoebe Grijalva
Address : 801 Texas El Paso , Texas, 79901 , USA
Email : grijalvap@elpasotexas.gov
Mobile : 9152977426
Office Phone :

Park Use

Downtown Parks : Cleveland Square, Pioneer Plaza, San Jacinto Plaza

Aside from the permanent park amenities, will you be introducing any additional items on the park grounds? : No

Will you have any amusement devices? : No

Number of amusement devices? : 0

Type(s) of amusement devices? : n/a

Other(Obstacle Course , bungee etc) : n/a

Fire & Public Safety

Security

Hiring Security Guards : Yes

Number of Security Guards : 35

Security Company :

Company Name : Night Eyes

Contact Person : Barbara Rodriguez

Address : 2407 Yandell Dr. El Paso, Texas, 79903 USA

Mobile : 9153510831

Office Phone :

Email : nebarb01@night-eyes.com

Police

Hiring Police Officers : Yes

Number of Police Officers : 35

Police Official Company :

Company Name : EPPD

Contact Person : Araceli Rosales

Address : El Paso, Texas, USA

Mobile : (915) 269-1064

Office Phone :

Email : 2038@elpasotexas.gov

Will you be erecting temporary fences or barriers? Yes

Will you be erecting temporary structures such as tents or canopies? Yes

Size and quantity of temporary structures :
Two, one on each side of the stage, 30X40 and on Oregon st, 25 10X10 Canopies used by vendors

Will your event feature or utilize compressed gases? No

Fireworks

Will your event feature or utilize fireworks or pyrotechnics? No

Supply of electrical power to the event :
Stage and tents will be powered by generators, vendors will provide their own source of power

What will need electrical power?
Stage, Restrooms and tents by stage

Participating businesses open in the conjuction with the event?
yes, all downtown businesses will be open during their business hours.

Traffic Control Information

Company Name : Apache Barricade & Sign

Company Contact Number : 915-5926619

Street Clousre :
Mesa st. from Franklin to Texas leaving access to the parking garage on Franklin and Mesa, Oregon st. from Franklin to Texas leaving access to the Mills parking garage. Mills from El Paso Dr. Henry Trost to Stanton, Main St. from Oregon to Stanton

Alley is Affected : No

Parking Meters

Will you need exclusive use of parking meters within the proposed footprint before or after street closure?
Yes

Will you need exclusive use of parking meters outside of the proposed location before or after street closure?

Yes

Start Date : November **22, 2025**

End Date : November **22, 2025**

Animals

No animal featured in this event

Amplification

Microphones Qnt	Speakers Qnt	Amplifiers Qnt	OtherQnt
6	6	2	0

Purpose of Amplification : Concert

Location description of amplification devices : Stage will be inside the **401 N.** Mesa Parking lot.

Alcohol Use

Will alchoholic bevarages be sold, served or consumed at your event? No

Will alchoholic bevarages be sold, served or consumed on a city right of way? No

Will alchoholic bevarages be sold, served or consumed in the park? No

Trade name of establishment / organization obtaining the TABC permit in conjunction with the event:

Permit / License Holder name :

Will non-profit entity buy/sell alcohol for your event? No

Food & Merchandise Sales

Number of food location : 5
Number of beverage location : 5
Event feature merchandise vendors : Yes

Event Clean Up

Cleanup plan : Clean-up will be performed during and after event by city departments and DMD
Name of the Organization responsible for cleanup : City of El Paso Streets and Maintenance and DMD
Contact Number : 9152245976
Contact Number : Carlos Rodriguez
Email : rodriguezca@elpasotexas.gov

Internet Access

Is Wireles Internet access needed? Yes
Is A Secure Wireles Internet Connection needed ? Yes

Uploaded files

Certificate of insurance documents : submitted
Signed notice of proposed closure form : submitted
Public Safety Plan : submitted
Parking Meters : submitted
Food vendor's name & Contact : submitted
Merchandise name and contact : submitted

Applicant Name : Phoebe Grijalva
Applicant E-Signature : Phoebe Grijalva
Phoebe Grijalva (Oct 1, 2025 14:54:32 MDT)
Sign Date : 08/19/2025

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Organization Information

Name of the Organization:		
City of El Paso Parks and Recreation		
Address:		
801 Texas		
City	State	Zip Code
Full Time	Texas	79901
Phone		
9152977426		
E-Mail:		
grijalvap@elpasotexas.gov		

Contact Information

Name:		
Phoebe Grijalva		
Address:		
801 N. Texas		
City:	State:	Zip Code:
El Paso	Texas	79902
Phone:		
915-297-7426		
E-Mail:		
grijalvap@elpasotexas.gov		
Preferred Language:		
English ●	Español	

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Event Details

Name of the Event:		
WinterFest 2025 Lights Parade		
Location of the Event: (Event must take place in city limits or on park grounds)		
Corner of Texas Ave. and Campbell Ave.		
City	State	Zip Code
El Paso	Texas	79901

Event Type: (Only Choose One)

Athletic Event	March	Procession	PD Escort
Bazaar	Block Party	● Celebration	Festival
Sidewalk Sale	Street Dance	Street Display	Other:

Target Audience: (Only Choose One)

18 Years +	21 Years +	● Families	Children	Teens

Does the event route or footprint cross or take place near/on Union Pacific railroad property?	
Yes	● No
Does the event route or footprint cross or take place near/on Streetcar right-of-way?	
● Yes	No
Does the event take place on a park?	
● No	Yes (List Park Name): San Jacinto
Does your event utilize a parking lot or private property? (If yes; see additional documentation below)	
No	● Yes (Provide Address): 401 N. Mesa St.

Additional Documentation

If your event will be utilizing a parking lot or private property please provide a letter on letterhead from the business manager, owner, property owner on letterhead. ***Further review will be required to ensure additional permits are not needed.**

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Parades Only

Where will you begin staging for your parade? (Provide the exact location)		
City 3		
Address:		
801 Texas		
City:	State:	Zip Code:
El Paso	Texas	79902

How will the parade participants be released?

All at Once	● In waves/groups

Turn-by-Turn Directions: (Include this on your attached route; if utilizing MapMyRun provide the map link)

From Texas Ave. Participants will turn right on Campbell then turn left on Mills, then turn right on N. Stanton, then turn left on Main Street, then turn left on Main Street, then turn left on San Antonio, then turn left on Campbell and right on Myrtle to FInish on Myrtle and Campbell

Event Date(s) & Time, Traffic Control & Traffic Monitoring

Event Date		Event Time	
Start Date:	November 22, 2025	Start Time:	~~6:00 PM~~ 11:00 am PG
End Date:	November 22, 2025	End Time:	~~11:00 PM~~ 21:00 PG
Traffic Control			
Start Date:	November 22, 2025	Start Time:	~~6:00 AM~~ 11:00 am PG
End Date:	November 22, 2025	End Time:	~~11:00 PM~~ 21:00 PG
Traffic Monitoring			
Start Date:	November 22, 2025	Start Time:	~~3:00 PM~~ 11:00 am PG
End Date:	November ~~22, 2025~~	End Time:	~~10:00~~ PM 21:00 PG

Phoebe Grijalva

Phoebe Grijalva (Jul 22, 2025 14:39 MDT)

07/22/25

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Expected Event Attendance (Whole numbers only)

Anticipated number of participants:
1150
Anticipated number of event staff/volunteers:
150
Anticipated number of vehicles:
60
Type of Vehicle: (food truck, trailer, etc.):
Float Vehicles
Anticipated number of total people attending event:
70000
How are the numbers above determined?
Jacob'sd Method +/- 20%

Event Clean Up

The El Paso City Code requires applicants to clean the street, sidewalks, parks and other rights-of-way from all event litter and debris. In the event that the areas are not cleaned by the applicants, the City may perform such cleaning at a cost to the applicant. Arrangements may be made in advance to perform the cleaning, at a cost, by requesting the City Street Sweeping services below.

Who is responsible for the clean up of the event footprint? (Street, Sidewalk, Park, etc.)

Applicant	● City Street Sweeping	Downtown Management District	Third Party Service

Name and cell phone number of the on-site responsible person for clean up:	
Carlos Rodriguez	9152245976

What is your cleaning and sanitation plan? (Be detailed)

City of El Paso Environmental Services and DMDf will assist cleaning up and collecting trash, extra trash cans will be

Will you have portable jons and/or handwashing stations? (If yes, list the company name and phone number)

No	● Yes: Sarabia's Portable Johns & Blue Sanitation

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Event Clean Up continued

How many portable jons and/or handwashing stations will you have?	
Portable Jons: 65	Handwashing Stations: 20

Alcohol Sales and Consumption

Insurance and other provisions may be required when hosting, serving, consuming or selling on city right-of-way. All alcohol sales require a TABC license.

Will alcoholic beverages be sold, served or consumed at the event?
No
Will alcoholic beverages be sold, served or consumed at a city park?
No
Will alcoholic beverages be sold, served or consumed on city right-of-way?
no
Is your event BYOB?
no
ALCOHOL SALES ONLY—Trade Name of the TABC licensed applicant:
n/a

Traffic Control Plan

Traffic control is normally not required for parades; however, it may vary on a case by case basis.

Barricade Company:	
Apache	
Alley affected?	
● Yes	No
Description of Closure (Name of streets that are being closed):	
Campbell St. from Main St. to San Antonio St. Mills Ave. from Virginia to Campbell Texas Ave. from Ange to Oregon Myrtle Ave. from Virginia to Campbell	

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Police and Security

EPPD estimated cost for your event will be provided to you; the deposit is to be paid two (2) business days prior to your event date.

Will you be hiring the El Paso Police Department to conduct traffic control/enforcement for your event?

● Yes	No (Name of the licensed Texas Peace Officer Entity): EPPD

If you elected no for the question above submit a signed memo from the respective licensed Texas Peace Officer Entity on department letterhead indicating that they will be providing traffic enforcement services.

Will you be hiring security guards (armed/unarmed)?

No	● Yes (Number of Guards): 10

Name of the Company:

Night Eyes

Contact Person:

Barbara Rodriguez

Address:

2407 Yandell Dr.

City:	State:	Zip Code:
El Paso		79903

Phone Number:

9153510831

E-Mail:

nebarb01@night-eyes.com

Parking Meters

All parking meters requested for exclusive use will be bagged at 6:00AM on the start date selected; additional fees may apply.

Do you need parking meters **within the event** footprint to be bagged?

● Yes	No

Parking Meters continued

Do you need parking meters **outside the event** footprint to be bagged?	
Yes	● No
Start Date for Meter Bagging:	
November 21, 2025	
End Date for Meter Bagging:	
November 22, 2025	
Attach the meter numbers on a separate page.	

Fire & Safety

All temporary fencing, barriers and temporary structures must be detailed on the site plan. A public safety plan, crowd managers and/or fire guards may be required and must be approved by EPFD.
Will temporary fences or barriers be erected?
No
Will temporary membrane structures be erected (tents/canopies)?
No
Will stages or other structures be erected?
No
Quantity and Size of Structure(s):
0
Description/Purpose of Structure(s):
N/A
How will you supply power to your event?
N/A
Will the event feature or utilize fireworks/pyrotechnics?

Yes	● No

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Amplification Use

Amplification utilized during the event shall comply with the noise standards set forth in Chapter 9.40 (Noise) and 13.28

Will your event use amplified devices, microphones, speakers, instruments?

Yes	● No

How many of the following will you be using?

Microphones:	Speakers:	Amplifiers:	Other:

Purpose of Amplification: (Select only one)

Announcements	● Ambience	Concert	Advertising

Location description of amplification devices:

Speakers will be on the sides of the stage

Animals

Applicants are required to keep event footprint clean and free of animal excrement during the event.

Will your event feature animals?

● No	Yes (Breed and how many):

How will the animals be used during the event?

Will on-site housing be provided?

Yes	● No

If Yes, describe housing:

n/A

Food Sales

Health permits are to be pulled separately through the health department.

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Food Sales continued

Will the event feature food, beverage or merchandise vendors?	
Yes	● No

Approximate number of food location:
0

Approximate number of beverage locations:
0

Approximate number of pre-packaged food locations:
0

Approximate number of exposed food location:
0

General Agreements

Please make sure that all required fields are filled in and/or checked. Incomplete applications will be rejected.

- ✔ I understand that at least 50% of the estimate for EPPD escort and street sweeping must be paid a minimum of 2 business days in advance prior to permit issuance or my event may be cancelled.
- ✔ I understand that at any estimate that is provided is only an approximation of the actual cost. I will be responsible for paying the full cost of the services provided to me, which may be higher than the estimates provided.
- ✔ If requesting street sweeping services: I hereby request that the City of El Paso provide the cleaning as indicated in the application and the city and its employees deem appropriate. I am obligated under the El Paso City code to keep the event footprint clean of all litter and debris; whether, caused by myself, participants or spectators to the event. I agree to pay the city for the cost of such cleaning services when I am billed within 30 days of receiving the invoice.
- ✔ I understand that the application fee is non-refundable.
- ✔ The information provided in this application as well as the supporting documents are true and correct.

Additional Documentation

Provide your legible route along with turn-by-turn directions.
Provide your legible site map.

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Electronic Signature & Date

07-08-2025

eSigned via GovOS.com

Phoebe Grijalva

Key: cb0d572becc1559710d1c49893b340

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: November 18, 2025

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Armida Martinez **PHONE NUMBER:** (915) 212-1605

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL:
#4 Enhance El Paso's quality of life through recreational, cultural and educational environments.

SUBGOAL:
4.2 Create innovative recreational, educational and cultural programs.

SUBJECT:
A Resolution that the closure of rights-of-way within the City of El Paso for the WinterFest 2025 Opening Day & Lights Parade event from Saturday, November 22, 2025, 6:00 am to 6:00 am. on Sunday, November 23, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa St. between Franklin Ave. and Texas Ave. and Texas Ave. between Oregon St. and Octavia St. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

BACKGROUND / DISCUSSION:

Event Name: WinterFest 2025 Opening Day & Lights Parade
Permit Case Number: CSEV25-00170
Event Date/Hours: Saturday, November 22, 2025 at 6:00 pm to 10:00 pmSaturday, November 22, 2025
Street Closure: Saturday, November 22, 2025 from 6:00 am to 6:00 am, Sunday, November 23, 2025.

TxDot Right-of-Way: Mesa St. between Franklin Ave. and Texas Ave. and Texas Ave. between Oregon St. and Octavia St..

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT($)

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

DEPARTMENT HEAD: Philip Tiwe

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

R E S O L U T I O N

WHEREAS, **Parks & Recreation Department** (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso (hereinafter referred to as "the City") for the **WinterFest 2025 Opening Day & Lights Parade event from Saturday, November 22, 2025, 6:00 am to 6:00 am. on Sunday, November 23, 2025,** (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of El Paso (hereinafter referred to as the "City") has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including **Mesa St. between Franklin Ave. and Texas Ave. and Texas Ave. Between Oregon St. and Octavia St,** within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the **WinterFest 2025 Opening Day & Lights Parade event from Saturday, November 22, 2025, 6:00 am to 6:00 am. on Sunday, November 23,** serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Mesa St. between Franklin Ave. and Texas Ave. and Texas Ave. between Oregon St. and Octavia St.** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

(Signatures on following page)

APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
_____
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip F, Etiwe, Director
Planning & Inspections Department

File #: 25-1362, **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) 212-0065

AGENDA LANGUAGE:

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

A Resolution that the City Manager, or designee, is authorized to sign an Agreement for Professional Services by and between the City Of El Paso, and Alta Planning+Design, Inc. California, USA, foreign for-profit corporation, authorized to transact business in Texas, for a project known as "2025-0163 Bike Plan Update" for an amount not to exceed $400,000.00.The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed $50,000.00, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services. In addition, the City Manager, or designee, is authorized to increase the contract amount up to $50,000.00 and sign any amendments to the agreement.

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

DEPARTMENT: Capital Improvements

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez, City Engineer **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7: Enhance and Sustain El Paso's Infrastructure Network

No. 1: Cultivate an Environment Conducive to Strong, Economic Development

SUBGOAL: N/A

1.4: Grow the core business of air transportation.

SUBJECT:

A resolution that the City Manager, or designee, is authorized to sign an Agreement for Professional Services by and between the City Of El Paso, and Alta Planning+Design, Inc. California, USA, foreign for-profit corporation, authorized to transact business in Texas, for a project known as "2025-0163 Bike Plan Update" for an amount not to exceed $400,000.00.The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed $50,000.00, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services. In addition, the City Manager, or designee, is authorized to increase the contract amount up to $50,000.00 and sign any amendments to the agreement.

BACKGROUND / DISCUSSION:

The purpose of this contract is to obtain professional multi modal transportation planning and engineering services to review and update the City of El Paso 2016 Bike Plan. This project addresses cycling connectivity for improved and safe access to the Sun Metro BRIO transit system and will focus on improving mobility and access to jobs, heal care and educational opportunities. This update will consist of a targeted public engagement plan that prioritizes bicycle, pedestrian and transit users in underserved communities.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

$400,000.00 - Federal Transit Administration - Areas of Persistent Poverty Grant

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)
N/A	

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

DEPARTMENT HEAD: Yvette Hernandez

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

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City Of El Paso, and **Alta Planning+Design, Inc.** a California, USA, foreign for-profit corporation, authorized to transact business in Texas, for a project known as "**2025-0163 Bike Plan Update**" for an amount not to exceed $400,000.00.

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

In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services. In addition, the City Manager, or designee, is authorized to increase the contract amount up to $50,000.00 and sign any amendments to the agreement.

APPROVED this _____ day of _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2025-0163R
2016 BIKE PLAN UPDATE

CONSULTANT	ALTA PLANNING	HUITT-ZOLLARS	LOI ENGINEERS	NELSON NYGAARD	WSP
Rater 1	90	90	76	76	79
Rater 2	69	65	57	70	63
Rater 3	66	59	61	56	60
Total Rater Scores	**225**	**214**	**194**	**202**	**202**
References	6.62	9.76	6.2	8.7	6.6
Overall Score:	**231.62**	**223.76**	**200.2**	**210.7**	**208.6**
	1	2	5	3	4

Rankings	Consultant
1	ALTA PLANNING
2	HUITT-ZOLLARS
3	NELSON NYGAARD

Rankings	Consultant
4	WSP
5	LOI ENGINEERS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 2025, by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and Alta Planning+Design, Inc. a California, USA, Foreign For-Profit Corporation authorized to transact business in Texas, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as **"2025-0163 Bike Plan Update",** hereinafter referred to as the **"Project"**, as further described in **Attachment "A"**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I.
ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Intentionally Deleted
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate

ARTICLE II.
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "A"**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment "D"**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working-day time period.

ARTICLE III.
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **$400,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

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

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services in an amount not to exceed **$50,000.00,** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B".** Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "A".**

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 INTENTIONALLY DELETED.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV.
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force

past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V.
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment "E"**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

> "The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **Commercial General Liability**
$1,000,000.00 Per Occurrence
$1,000,000.00 Products/Completed Operations
$1,000,000.00 Personal and Advertising Injury

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of $1,000,00.00 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI.
FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws

of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project shall apply, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner .

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith

efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

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

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information

Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or

b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII.
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 INTENTIONALLY DELETED.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting

information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	Alta Planning + Design, Inc. Attn: Katherine Mangle, Chief Strategy Officer 101 SW Main Street, Suite 2000 Portland, Oregon 97204

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(SIGNATURES ON THE FOLLOWING PAGES)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
Dionne L. Mack
City Manager

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My commission expires:

_____

(Signatures begin on following page)

CONSULTANT:
Alta Planning+Design, Inc.

By: _____
Mike Rose
Title: Vice President

ACKNOWLEDGEMENT

THE STATE OF Oregon §
§
COUNTY OF Multnomah §

This instrument was acknowledged before me on this 22nd day of October, 2025, by Mike Rose, Vice President, on behalf of Consultant.

OFFICIAL STAMP
JAMIE MARIE ANDERSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 1048979
MY COMMISSION EXPIRES JUNE 19, 2028

_____
Notary Public, State of ~~Texas~~ Oregon

My commission expires:

06/19/2028

ATTACHMENT "A"
SCOPE OF SERVICES

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May 8, 2025

Joaquin Rodriguez, AICP
Anna Mesa-Zendt, AICP
Capital Improvement Department
City of El Paso
218 N. Cambell Street, 3rd Floor
El Paso, TX 79901

Re: El Paso Bike Plan Update Draft Scope of Services

Dear Joaquin and Anna,

We're excited to support the City of El Paso on the Bicycle Master Plan Update and are grateful for the opportunity to continue partnering with the City on important work related to active transportation system users. Attached is our proposed scope of services for your review. This scope of services is based upon RFP items and our January scoping conversation.

For work delivery, Fehr & Peers will lead the analytics pieces of the project described in Task 04, including bicycle facility selection. Consor will lead our engagement approach described in Task 02, with support from Alta. Alta will lead all other elements of the project including the development of the Master Plan document.

Should you have any questions or are in need additional information, please do not hesitate to contact me at brandongonzalez@altago.com or by phone at (602) 560-2230. We look forward to your feedback and any additional refinement.

Sincerely,

Brandon Gonzalez, AICP
Principal, Alta Planning + Design

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Project Description

The following scope of services provides an overview of the technical tasks related to the update of the City of El Paso's 2016 Bicycle Master Plan. This project is funded through a Federal Transit Administration grant, and a key outcome of this project will be identifying first/last mile improvements around the City's Bus Rapid Transit System, BRIO. While first/last mile connectivity will be a critical component of the project, we will also assess the broader active transportation network and associated policies and programs for a comprehensive set of new recommendations to guide the next decade of bicycle facility implementation.

We understand that grant funding will be key for project implementation, and our team will focus on identifying practical projects that will be competitive for grant funding. This will include an assessment of potential grant funding sources early in the project, understanding evaluation criteria of different programs, and helping select projects that will be competitive for different funding sources.

Finally, this project includes a robust engagement process that will leverage existing events for outreach, including a large kick-off meeting planned to correspond to a large bike month bike ride. We will build on our Vision Zero approach to use pop-ups at community events and attend neighborhood meetings to get project feedback where people already are.

The following scope of services is organized by the following tasks:

1. Project Management
2. Outreach & Stakeholder Coordination
3. Existing Conditions, Policies, & Plans Review
4. Bicycle Demand & Analytics
5. Recommendation Development
6. Bicycle Master Plan Report & Adoption

Task 1: Project Management

Task 1.1: Project Management & Administration

Alta's project manager, Brandon Gonzalez, will provide management and coordination throughout the life of the project. He will provide project management services including project administration, maintaining the project schedule and budget, invoicing and reporting, and regular communications with the City and subconsultant teams.

Task 1.2: Kickoff Meeting & Project Team Meetings

Alta will facilitate a virtual project kickoff meeting with City of El Paso staff and the consultant team. The meeting will review the goals of the project, scope of work, and deliverables; define and identify necessary data needs; and discuss elements of outreach and stakeholder coordination. Additionally, Alta will conduct up to twenty-five (25) half-hour, bi-weekly project coordination meetings and up to five (5) one-hour coordination calls as needed with the City's project team. Coordination meetings will be virtual and are intended to discuss project updates, schedule, stakeholder coordination, and to define project needs and challenges. Actions and notes from these meetings will be maintained in a shared document.

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Task 1.3: Leadership Updates

Alta will provide materials for up to three (3) City Council / Leadership updates. It is assumed that City Staff will lead the update, unless the Consultant is able to join virtually or the presentations are coordinated with planned in-person project visits by the Consultant.

Task 1.4: Steering Committee Meetings

Alta will lead up to five (5) Steering Committee Meetings throughout the project. The City will appoint the steering committee which will provide input on existing conditions, challenges/opportunities, recommendation drafting, and the vetting of final recommendations. The project scope assumes three in-person trips to the City through the project, and it is anticipated that three steering committee meetings will be in-person and coordinated with these trips. Two steering committee meetings will be virtual or hybrid. Alta will prepare materials and facilitate meetings. The location and coordination of attendance for meetings will be handled by the City.

Task 1 Deliverables:

- Monthly invoices with brief progress report
- Project schedule
- Kickoff meeting agenda and minutes
- Up to twenty-five (25) half-hour, bi-weekly project coordination meetings.
- Up to five (5) one-hour, coordination calls
- Up to three (3) leadership meetings to provide updates and/or guide decision-making
- Up to five (5) steering committee meetings, 3 of which in-person and two virtual

TASK 2: Outreach & Stakeholder Coordination

Task 2.1: Logo & Branding

Alta will create distinct branding elements for project documents, including colors, fonts, and templates, while also utilizing graphic design elements created for the 2023 Vision Zero Action Plan where possible. Alta will create a brand and design theme early in the project that will be carried forward on all project materials, particularly on externally focused materials used for community engagement. Alta will also create a project logo for use on project materials and outreach. It is assumed that logo development will be largely based on the existing Vision Zero Logo with only minor adjustments incorporated.

Task 2.2: Virtual Engagement

Alta will provide content for a city-hosted website, similar to the process taken for the Vision Zero project. The content will include project background and objectives, project schedule, engagement events, materials from steering committee meetings, and other relevant project materials. The City will be responsible for the development of the website and posting of content provided by Consultant.

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Alta will utilize our in-house software to develop an interactive webmap for public feedback. The webmap will be used early in the process to collect information on challenges, barriers, safety concerns, critical network gaps, and other foundational information. The webmap will also host a virtual survey, discussed in Task 2.4 below.

Task 2.3: Engagement Planning & Reporting

Objective

Provide a clearly-articulated, well-reasoned approach to outreach in addition to well-documented results which are presented in a manner useful to the City and Alta.

Activities

Before outreach begins, consultant will develop a detailed Community Engagement Plan which includes key messages, recommended events for participation, and strategies to maximize engagement with audiences identifies in the "Project Understanding and Assumptions" portion of this document. After the final engagement activity, the consultant will produce a comprehensive report on in-person engagement activities and survey responses.

Task 2.4: Develop & Deploy Printed/Online Survey

Objective

To obtain community feedback on thoughts, attitudes, and perceptions on existing, proposed, and/or potential bike infrastructure on a platform which allows the project team to track resident responses by location.

Activities

Consor will draft two bilingual "60 Second Surveys" which will be deployed on its Survey Monkey platform and in paper form at events, community gathering places, and places of public accommodation in transit-rich environments and the ZIP codes identified in the "Project Understandings and Assumptions." The surveys will focus on the following:

- Survey 1: Barries, issues, and challenges to accessing transit via bike.
- Survey 2: Feedback on improvements included in proposed update.

Assumptions

All written and/or designed materials will be subject to one round of revisions by the City of El Paso. The City of El Paso will provide comments within two business days. Further revisions will be billed at hourly rate. City of El Paso and/or Alta will provide any logo files, brand or style guidelines, graphic dimensions as required by Consor to complete this work.

Task 2.5: In-Person Events

Objective

Maximize participation in the bilingual "60 Second Surveys" by focusing engagement on integration into existing community events rather than traditional public meetings.

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Activities

Consor will identify a kick-off event, a wrap-up event, and up-to eight existing community events to participate in. Special focus will be placed on kick-off and wrap-up events as opportunities to build awareness or report on the outcomes of the planning process. The eight intervening pop-ups will focus on survey participation.

Assumptions

Consor will provide up to four staff members at each event, at least one of which will be bilingual in English and Spanish, at each of the 10 in-person events.

Consor will provide exhibits, surveys, fact sheets, and giveaways in accordance with fee.

All written and/or designed materials will be subject to one round of revisions by the City of El Paso. The City of El Paso will provide comments within two business days. Further revisions will be billed at hourly rate.

City of El Paso and/or Alta will provide any logo files, GIS maps of existing or proposed improvements, technical renderings, brand or style guidelines, and/or graphic dimensions as required by Consor to complete this work.

Any registration and/or event fees will be paid directly by the City of El Paso. Any giveaways, refreshments, etc., other than those explicitly noted in the attached fee document will be provided by the City of El Paso at its sole expense.

If the City determines that giveaway items cannot be supported by the study's federal funding source, the City will continue to reimburse Consor for the purchase of giveaway items purchased by Consor.

Task 2.6: Marketing Support

Consor will assist the City of El Paso with its objective of maximizing awareness and participation of the study.

Activities

Consor will provide support with the production of social media posts, newsletter/website content updates, and media relations. In close coordination with the City of El Paso and external partners such as the Paso del Norte Trail, Consor also proposes to use spray chalk to stencil QR codes and messages encouraging survey participation on sidewalks, trails, near transit centers, and at bike parking facilities at approved locations.

Assumptions

All written and/or designed materials will be subject to one round of revisions by the City of El Paso. The City of El Paso will provide comments within two business days. Further revisions will be billed at hourly rate.
City of El Paso and/or Alta will provide any logo files, GIS maps of existing or proposed improvements, brand or style guidelines, and/or graphic dimensions as required by Consor to complete this work.
The City of El Paso will facilitate coordination with any city-owned facilities as needed.

Task 2.7: Renderings & Visualizations

Alta will provide visualization support to help the public understand the potential impact of changes and better weigh-in on concepts and ideas. Supporting materials will be identified during the project in accordance with available task budget. Prior to beginning any graphic design work, Alta will obtain approval from the City project manager and will provide an hourly estimate to complete. Visualizations can range from low-cost photo simulations and cross sections

to more complex and "real life" cross-sections. If visualization support is not utilized during public engagement, it may instead be used to help visualize a selection of priority projects for inclusion in the final plan document.

Task 2 Deliverables:

- Development of a project brand including graphics to be used for public-facing communication
- Development of a project logo leveraging the design of the existing Vision Zero logo
- Draft & Final Community Engagement Plan
- Draft & Final Community Engagement Report
- Interim reporting on community engagement and survey participation
- Draft survey questions (2)
- Final survey questions (2)
- Printed and electronic survey (2)
- Ten (10) in-person tabling sessions at existing community events/functions
- Social media posts (as budget allows)
- Newsletter/website content updates (as budget allows)
- Media relations (as budget allows)
- Chalking plan & execution of chalking plan (as budget allows)
- Visualization support based on available task budget

TASK 3: Policy & Plan Review

Task 3.1: Policy & Regulatory Review

The City will provide a list of identified policy and regulatory gaps/issues that are currently impeding bicycle facility implementation. Alta will work with the city to identify items for specific recommendations, commensurate with available task budget. Recommendations may include specific actions, case study examples, and/or policy examples from jurisdictions that have successfully addressed identified issues. When case study examples are used, it is expected that information will be for reference only and does not include an analysis of the respective policy or program. Documentation for this task will be provided in the Task 3.3 Memorandum.

Task 3.2: Plan Review & Evaluation

Alta will lead the assessment of studies and plans including the 2016 Bike Master Plan, 2023 Vision Zero Action Plan, Safe Routes to School Initiative, Comprehensive Plan, regional safety and transportation plans, and the Complete Street Policy, along with up to three (3) additional plans to be identified by the City. This review will identify areas of potential collaboration and areas from which the 2025 Bicycle Master Plan can build from. The City will provide a list of relevant documents for review by Alta. Documentation for this task will be provided through the Task 3.3 Memorandum.

Task 3.3: Existing Conditions Evaluation & Summary Memorandum

Alta will consolidate the policy and regulatory review in Task 3.1 and the plan review and evaluation in Task 3.2 into a summary memorandum. The memorandum will document areas for potential collaboration from other plans, resurfacing/capital improvement project coordination opportunities, successful/relevant recommendations from the

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2016 Bicycle Master Plan, and implementation challenges that were barriers to implementation of the 2016 Bicycle Master Plan. Alta will revise the draft memo based on a single set of internally-consistent edits from the City.

Task 3 Deliverables:

- Draft and final memorandum that identifies opportunities for collaboration with other planning efforts, existing policies related to active transportation, CIP/pavement resurfacing program priorities, and potential policy gaps that could be considered for plan recommendations.

TASK 4: Bicycle Demand & Analytics

Task 4.1: Review and Compile Available Data Sources

Existing Data Analysis: The Alta Team will make use of the geodatabase already created in preparation for El Paso's Vision Zero Plan (which covered 2017-2021). Our first task will be to develop a Data Collection, Availability, and Usage Memorandum that will specify necessary datasets for project tasks, their pre-existing availability, a strategy to develop non-existent or incomplete datasets, and their proposed application to the project. Preliminarily, the data we hope to collect and/or update includes:

- Existing and planned bicycle and trail facilities
- Existing and planned roadway network features, such as traffic volumes, number of lanes, speed limit, prevailing speeds, traffic control devices, functional classification and context classification
- Land use information, including key destinations like parks, schools, and major retail centers (this will help identify bicycling demand potential)
- Considerations to roadway users that are more likely to be killed or seriously injured during a crash
- Population information, including population and job density
- Transit routes, stops, schedules and boardings/alightings by stop (if available)
- Crash data from TxDOT CRIS
- Planned roadway improvements and planned major developments
- Parking demand / utilization information

Compile Updated Database: Once the City has agreed on the data needed and collection approach, the Alta Team will proceed with compilation of the databased. Our approach assumes the following:

- Traffic Speed & Volume Data: we will utilize Replica and Wejo data utilizing the SMATS service, as we did for the Vision Zero Plan, to obtain operating speed and volume data for roadways in El Paso. We intend to utilize the data already collected (and paid for) under the Vision Zero Plan. Once these datasets have been compiled, we will work with the City to identify where on the existing and proposed bikeway network there are gaps in the volumes data or where speed or volume is on the cusp of facility type selection and needs to be field verified.
- Bike O-D data, as made available through Replica and Strava data for El Paso.
- Traffic System and Land Use Information: we will update the existing geodatabase of number of lanes, speed limit, prevailing speeds, traffic control devices, functional classification and context classification. We will

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also update the existing geodatabase of land use types, as well as locations of parks and schools, based on updated GIS information from the City.

- Population and Socioeconomic Data: We will assemble the most current data available from US Census and internal equity tools.
- Transit Information: We will contact Sun Metro to obtain the latest GTFS database of transit stops and routes, and to the extent possible also obtain boarding / alighting / ridership information for each.
- Crash data: We will supplement the existing Crash Database with data from 2022-2024 and filter it in the same manner as done for the Vision Zero project.
- Planned roadway improvements and planned major developments: We will work with the City to identify any significant planned roadway or bikeway improvement projects, and planned developments, that might impact prioritization of Bike Plan implementation.
- Parking demand / utilization information: Fehr & Peers will rely on City-provided information, qualitative or quantitative, to gain an understanding of likely locations of high parking occupancy that may be in conflict with recommended bicycle facilities. We do not intend to collect parking occupancy data, but can discuss doing so as an additional service; this data can be used to verify the feasibility of bikeways that may require the removal of parking in areas identified by the initial parking hot spot analysis.

Task 4.2: Existing Conditions (LTS) Assessment

Based on the data compiled, the Alta Team will conduct a Level of Traffic Stress (LTS) analysis for bicycling, pivoting from the methodology outlined in El Paso's original Bike Plan (2016). Prior to conducting the analysis, we will review with City Staff options for adjusting thresholds and criteria for the LTS to better reflect El Paso. The analysis will be conducted for the existing and currently planned system to identify where roadways may be uncomfortable for people bicycling. Data inputs to this analysis include existing and planned facilities, road network features such as speed (either posted or based on prevailing speed data), number of travel lanes and traffic volumes, and land use context. We will also prepare guidance/a flowchart for the inputs to the LTS analysis such that the results can be replicated by others.

Task 4.3: Bike Network Establishment & Classification

The Alta Team will develop a GIS-based methodology for analysis of the existing and proposed bicycle network using the data collected. We will clearly document the process so that the City can easily repeat it in the future. This process will be iterative requiring updates as data is refined, gaps are filled in, and network modifications are made. Steps in this process are as follows:

- Combine the existing bicycle facility network with proposed (but not built) facilities from the 2016 plan.
- Join this dataset to the other datasets described in earlier tasks.
- Using a GIS script, identify the appropriate facility type for each existing or proposed bikeway in the network, as well as elements of the roadway network that are not part of any existing / proposed bikeway network, according to TxDOT's RDM and updated AASHTO Bike Design Guide.
- It is likely that more nuanced factors will need to be considered both for facility alignment as well as type. Some roadways could be identified with multiple facility types where one would be appropriate. We will

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conduct several additional analyses to arrive at a final bicycle facility network and set of facility types. We expect to consider the following in the analysis:

- Demographics and access (households within ¼-mile of a high-comfort bikeway, differentiated by demographic data and the equity index)
- Access to transit (Sun Metro and BRIO BRT System)
- Potential bicycling demand (population and employment, off-network crash data, Strava data)
- Community sentiment (spatially specific public input)
- Feasibility (on-street parking removal, travel lane removal, transit impacts)
- Existing bicyclist/micromobility demand
- Existence on Bike/Ped High Injury Network
- Location on a planned / funded roadway project
- Right-of-way availability

Task 4.4: Project Identification

The technical analysis identified in the previous task will utilize attributes to identify bikeway facility types and roadways, and each roadway will be assigned a "score" based on the attributes considered. These scores, as well as feedback from stakeholders will be used to identify potential bicycle transportation projects for implementation throughout the City.

Potential projects could include:

- Corridor bicycle treatments: Bicycle boulevards, bike lanes (including buffered or separated), Cycle tracks, Shared use paths / trails
- Other roadway corridor treatments: Raised medians, driveway consolidation, roadway cross-section adjustment, active speed management
- Crossing improvements and protected intersections, alternative intersection designs
- Access to transit improvements
- Refinements to already planned projects (e.g., widen a bike lane and narrow a travel lane during a Resurfacing, Restoration, and Rehabilitation (RRR) process, etc.)

A map of proposed project locations will be prepared along with a high-level description of the project components. We expect that the project list will undergo review from City staff and committees, as well as the public, to develop a final project list. For the preliminary and final project list, we will provide a tabular summary of LTS, accessibility, safety benefit and other measurable criteria to be considered in the prioritization process. These calculations will help refine the list of projects and help inform the public and decision makers about the potential benefits of planned projects.

Task 4 Deliverables:

- Data Collection, Availability, and Usage Memorandum (up to two rounds of revisions)
- GIS database and webmap will all data required for analysis, joined to existing and recommended bicycle facilities
- LTS Methodology & Existing Conditions Memorandum (Draft and Final)

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- Technical Methodology Memorandum (up to two rounds of revisions) for City's use in replicating the following analyses in the future
- GIS Package of input data and final network files
- Updated recommended bikeway facility GIS shapefiles with attribute data defined by City of El Paso
- Preliminary list of Bicycle Transportation Projects, both corridor and intersection, including project extents, and a detailed description of the project, such as narrow travel lanes to provide buffered bike lanes, add bike boxes to an intersection, convert a traffic signal to a roundabout at a specific intersection, and evaluate potential to install counter measures to improve bicycle transportation travel. We assume approximately twenty projects will be considered.
- Final list of Bicycle Transportation Projects
- Assessment of project benefits (change in LTS, change in accessibility, and assessment of safety benefit)

TASK 5: Recommendation Development

Task 5.1: Funding Strategies

A critical outcome of the project will be identifying funding sources for facility implementation. Alta will assess potential funding sources including local, regional, state, and Federal funding that support active transportation implementation (i.e., Transportation Alternatives Program, CMAQ, etc). For each potential funding source, Alta will document eligible projects, potential funding amounts, grant selection criteria, and typical NOFO dates. This information will be used to help the team identify and prioritize projects that have the potential to be competitive for available grant funding. Outcomes will be documented in a Funding Strategies Memorandum.

Task 5.2: Program & Policy Recommendations

The Alta team will develop a detailed list of both policy and programmatic recommendations for review by the City and key stakeholders. Recommendations will include programmatic guidance, such as strategies that will facilitate, promote, and enhance cycling as a transportation option and policy recommendations, including changes and updates to identified regulatory barriers, updates to design guidelines and standards, and prioritization policy (i.e., areas for implementation focus). The findings from this effort will guide topics and questions for Task 5.3 interviews and strategy development. The deliverable for Task 5.2 will be a recommendation matrix that includes, at minimum, the recommendation, responsible party, timeline, and coordination with other adopted plans and policies.

Task 5.3: Implementation Strategy

In addition to program and policy recommendations, Alta will assess opportunities to implement bicycle facilities through existing city programs. This will involve an assessment of maintenance and capital project approaches to determine how active transportation projects can be implemented through these methods and also be integrated into identifying and prioritizing projects for resurfacing. This task will involve up to three (3) interviews with city departments and program managers, including M&O. Based on challenges and opportunities identified through interviews, Alta will provide recommendations on how to integrate active transportation implementation into these processes. An Implementation Strategy Memo will be drafted to highlight findings and identify potential strategies. This memo will be reviewed by relevant departments with feedback provided in order to include areas of consensus into the master plan document and its recommendations section.

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Task 5.4: Design Guidance & Best Practices

Alta will identify the "tools" for bicycle implementation including proposed facility types and facility selection criteria. Alta will update the existing design guidance to reflect current needs and changes in best practices since the last plan, including references to NACTO and AASHTO updates. Design guidance updates may also consider micromobility and bicycle parking best practices. The design guidance is envisioned to supplement the existing design standards and be a reference to other national resources and best practices, not an extensive self-contained design guidance document.

Task 5 Deliverables:

- Draft and Final Funding Strategies Memorandum
- Draft and Final Program & Policy Recommendations Matrix
- Up to three (3) interviews with City Staff and departments to better understand current processes for delivery of bicycle facilities through capital and maintenance projects
- Draft and Final Implementation Strategy Memo providing recommendations on how to leverage existing processes and programs for bicycle facility implementation
- Draft and Final Design Guidance reference section

2600 N. Central Suite 550
Phoenix, AZ 85004
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TASK 6: Bicycle Master Plan Report & Adoption

Task 6.1: Draft Bicycle Master Plan Document

Alta will develop a concise, highly visual, and public-facing document that will include the following items, at a minimum:

- Project Overview & Bicycle Trends
- Existing Conditions & Implementation Progress
- Analysis Findings (LTS, Demand, Opportunity Areas)
- Program & Policy Recommendations, including specific actions and case studies
- Updated Bicycle Facilities Map
- Prioritization of Facilities and Recommendations
- Implementation Strategies (Funding & Delivery)
- Design Guidance Reference
- Engagement Summary

Technical support information will be included in appendices. A proposed document outline will be shared with the City for review and approval. The completed draft document will undergo one first round of review by city staff prior to sharing with the Steering Committee. Alta will receive one set of consolidated comments from the Steering Committee and will meet with the City to discuss any changes to the document before beginning the public review period.

Task 6.2: Final Bicycle Master Plan Document

After the public review period, Alta will meet with City staff to discuss any potential final changes to the document before City Council review. It is anticipated that any document changes will be minor and do not include document reorganization or significant changes to draft content. After City Council review, Alta will make one set of consolidated revisions to the document to address City Council review feedback.

Task 6.3: Adoption Support

Alta will support city staff with the adoption process by providing PowerPoint materials that summarize the project, process, and key recommendations. It is anticipated that City Staff will lead the adoption process with support from the Alta team virtually. Depending on available expense budget at the conclusion of the project, Alta may support with In-Person attendance at the adoption meeting.

Task 6 Deliverables:

- Document outline for city staff review and approval
- Draft document for city review and one set of consolidated edits
- Draft document for Steering Committee review and one set of consolidated edits
- Final Plan based on any final revisions from the public review period
- One round of consolidated edits to the Final Plan from City Council
- Adoption Support, including the preparation of a project summary PowerPoint

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

Project Budget

El Paso, TX Bike Plan Update
Project Type

	Phase	Alta Planning + Design, Inc.			Fehr & Peers			Consor			Total Task Hours	Total Task Fee
		Alta's Hours	*Alta Expenses*	***Alta's Sub Total***	*Hours*	*Sub Expenses*	***Alta's Sub Total***	*Hours*	*Sub Expenses*	***Consor Sub Total***		
1	**Project Management**	**270**	**5500**	**$54,621**	**74**	**790**	**$16,590**	**0**	**0**	**$0**	**344**	**$71,211**
1.01	Project Management & Administration	64	0	$13,020	20	176	$3,696	0	0	$0	84	$16,716.00
1.02	Kickoff Meeting & Project Team Meetings	88	0	$16,631	32	358	$7,518	0	0	$0	120	$24,148.60
1.03	Leadership Updates	26	0	$4,490	0	0	$0	0	0	$0	26	$4,490.00
1.04	Mobility Committee Meetings	92	5500	$20,480	22	256	$5,376	0	0	$0	114	$25,856.00
2.00	**Outreach & Stakeholder Coordination**	**327**	**0**	**$53,270**	**0**	**0**	**$0**	**550**	**1952**	**$74,986**	**877**	**$128,256**
2.01	Logo & Branding	48	0	$7,480	0	0	$0	0	0	$0	48	$7,480.00
2.02	Virtual Engagement	83	0	$12,820	0	0	$0	0	0	$0	83	$12,820.00
2.03	Engagement Planning & Reporting	8	0	$1,400	0	0	$0	58	0	$8,872	66	$10,271.50
2.04	Develop & Deploy Printed/Online Survey	7	0	$1,145	0	0	$0	20	0	$2,506	27	$3,651.00
2.05	In-Person Events	68	0	$12,750	0	0	$0	406	1952	$54,763	474	$67,513.00
2.06	Marketing Support	9	0	$1,725	0	0	$0	66	0	$8,845	75	$10,570.00
2.07	Renderings & Visualizations	104	0	$15,950	0	0	$0	0	0	$0	104	$15,950.00
3.00	**Policy & Plan Review**	**162**	**0**	**$24,318**	**0**	**0**	**$0**	**0**	**0**	**$0**	**162**	**$24,318**
3.01	Policy & Regulatory Review	54	0	$8,178	0	0	$0	0	0	$0	54	$8,177.50
3.02	Plan Review & Evaluation	50	0	$7,470	0	0	$0	0	0	$0	50	$7,470.00
3.03	Plan & Policy Summary Memorandum	58	0	$8,670	0	0	$0	0	0	$0	58	$8,670.00
4.00	**Bicycle Demand & Analytics**	**51**	**0**	**$9,695**	**435**	**3965**	**$83,245**	**0**	**0**	**$0**	**486**	**$92,940**
4.01	Review & Compile Available Data Sources	10	0	$1,910	100	932	$19,572	0	0	$0	110	$21,482.00
4.02	Existing Conditions Assessment (LTS)	12	0	$2,170	58	552	$11,582	0	0	$0	70	$13,752.00
4.03	Bike Network Establishment & Classification	17	0	$3,195	201	1754	$36,834	0	0	$0	218	$40,029.00
4.04	Project Identification	12	0	$2,420	76	727	$15,257	0	0	$0	88	$17,677.00
5.00	**Recommendation Development**	**235**	**0**	**$36,545**	**0**	**0**	**$0**	**0**	**0**	**$0**	**235**	**$36,545**
5.01	Funding Strategy	31	0	$4,765	0	0	$0	0	0	$0	31	$4,765.00
5.02	Policy & Program Recommendations	58	0	$8,950	0	0	$0	0	0	$0	58	$8,950.00
5.03	Implementation Strategy	61	0	$9,155	0	0	$0	0	0	$0	61	$9,155.00
5.04	Design Guidance & Best Practices	85	0	$13,675	0	0	$0	0	0	$0	85	$13,675.00
6.00	**Bicycle Master Plan Report & Adoption**	**290**	**0**	**$46,729**	**0**	**0**	**$0**	**0**	**0**	**$0**	**290**	**$46,731**
6.01	Draft Bicycle Master Plan Document	182	0	$28,593	0	0	$0	0	0	$0	182	$28,592.80
6.02	Final Bicycle Master Plan Document	82	0	$13,512	0	0	$0	0	0	$0	82	$13,511.54
6.03	Adoption Support	26	0	$4,625	0	0	$0	0	0	$0	26	$4,626.70
	Staff Hours	**1334**			**509**			**550**			**2393**	
	Labor Total		**$5,500**	**$225,177**		**$4,755**	**$99,835**		**$1,952**	**$74,986**		**$399,999.64**
	Project Total			**$225,177**			**$99,835**			**$74,986**		**$400,000**

Project Budget

El Paso, TX Bike Plan Update

Project Type: Lump Sum

Phase	Alta Planning + Design, Inc.														Fehr & Peers												Consor							Total Task Hours	Total Task Fee
	Principal	Principal	Planning Associate I	Planner II	Engineering Designer II	Senior Graphic Designer	Senior Planning Associate	Civic Analytics Leader	Associate II - TDM Planning	Creative Production Manager	Project Accountant	Alta's Hours	Alta Expenses	Alta's Sub Total	PIC	Technical Expert	GIS Expert	Lead Analyst	Support I	Support II	Data Dupport	Project Coordinator	Hours	Sub Expenses	Alta's Sub Total	Sr Public Involvement Manager	Public Involvement Coordinator	Sr. Graphic Designer	Project Support	Hours	Sub Expenses	Consor Sub Total		
	John(David) Foster	Brandon Gonzalez	Sydni Keppen	Bryan Leyba	Rebecca Lilquist	Nora Hastings	Derek Abe	David Wasserman	Amy Johnson	Caitlin Dronen	Ashley Turner				Peterman	Alexander	Reseigh	Bills	Provan	Dara	Spana	Nielson				Name	Name	Name	Name					
1 Project Management	**12**	**74**	**58**	**104**	**6**	**0**	**0**	**0**	**0**	**0**	**16**	**270**	**5500**	**$54,621**	**16**	**10**	**0**	**32**	**0**	**0**	**0**	**16**	**74**	**790**	**$16,590**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**344**	**$71,211**
1.01 Project Management & Administration	8	20	24	0	0	0	0	0	0	0	12	64	0	$13,020	4	0	0	0	0	0	0	16	20	176	$3,696	0	0	0	0	0	0	$0	84	$16,716.00
1.02 Kickoff Meeting & Project Team Meetings	2	28	24	28	2	0	0	0	0	0	4	88	0	$16,631	8	4	0	20	0	0	0	0	32	358	$7,518	0	0	0	0	0	0	$0	120	$24,148.60
1.03 Leadership Updates	2	6	2	16	0	0	0	0	0	0	0	26	0	$4,490	0	0	0	0	0	0	0	0	0	0	$0	0	0	0	0	0	0	$0	26	$4,490.00
1.04 Mobility Committee Meetings	0	20	8	60	4	0	0	0	0	0	0	92	5500	$20,480	4	6	0	12	0	0	0	0	22	256	$5,376	0	0	0	0	0	0	$0	114	$25,856.00
2.00 Outreach & Stakeholder Coordination	**1**	**45**	**10**	**62**	**12**	**183**	**0**	**0**	**0**	**14**	**0**	**327**	**0**	**$53,270**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**133**	**162**	**64**	**191**	**550**	**1952**	**$74,986**	**877**	**$128,256**
2.01 Logo & Branding	0	2	2	2	0	40	0	0	0	2	0	48	0	$7,480	0	0	0	0	0	0	0	0	0	0	$0	0	0	0	0	0	0	$0	48	$7,480.00
2.02 Virtual Engagement	0	4	2	14	0	55	0	0	0	8	0	83	0	$12,820	0	0	0	0	0	0	0	0	0	0	$0	0	0	0	0	0	0	$0	83	$12,820.00
2.03 Engagement Planning & Reporting	0	2	2	4	0	0	0	0	0	0	0	8	0	$1,400	0	0	0	0	0	0	0	0	0	0	$0	25	26	4	3	58	0	$8,872	66	$10,271.50
2.04 Develop & Deploy Printed/Online Survey	0	1	2	4	0	0	0	0	0	0	0	7	0	$1,145	0	0	0	0	0	0	0	0	0	0	$0	4	12	0	4	20	0	$2,506	27	$3,651.00
2.05 In-Person Events	0	30	0	30	0	8	0	0	0	0	0	68	0	$12,750	0	0	0	0	0	0	0	0	0	0	$0	88	104	40	174	406	1952	$54,763	474	$67,513.00
2.06 Marketing Support	0	4	1	4	0	0	0	0	0	0	0	9	0	$1,725	0	0	0	0	0	0	0	0	0	0	$0	16	20	20	10	66	0	$8,845	75	$10,570.00
2.07 Renderings & Visualizations	1	2	1	4	12	80	0	0	0	4	0	104	0	$15,950	0	0	0	0	0	0	0	0	0	0	$0	0	0	0	0	0	0	$0	104	$15,950.00
3.00 Policy & Plan Review	**6**	**12**	**10**	**110**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**162**	**0**	**$24,318**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**162**	**$24,318**
3.01 Policy & Regulatory Review	2	4	2	30	16	0	0	0	0	0	0	54	0	$8,178	0	0	0	0	0	0	0	0	0	0	$0	0	0	0	0	0	0	$0	54	$8,177.50
3.02 Plan Review & Evaluation	2	4	4	40	0	0	0	0	0	0	0	50	0	$7,470	0	0	0	0	0	0	0	0	0	0	$0	0	0	0	0	0	0	$0	50	$7,470.00
3.03 Plan & Policy Summary Memorandum	2	4	4	40	8	0	0	0	0	0	0	58	0	$8,670	0	0	0	0	0	0	0	0	0	0	$0	0	0	0	0	0	0	$0	58	$8,670.00
4.00 Bicycle Demand & Analytics	**1**	**12**	**8**	**22**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**51**	**0**	**$9,695**	**11**	**32**	**24**	**288**	**8**	**48**	**24**	**0**	**435**	**3965**	**$83,245**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**486**	**$92,940**
4.01 Review & Compile Available Data Sources	0	2	2	4	0	0	0	2	0	0	0	10	0	$1,910	4	8	8	64	0	8	8	0	100	932	$19,572	0	0	0	0	0	0	$0	110	$21,482.00
4.02 Existing Conditions Assessment (LTS)	0	2	2	6	0	0	0	2	0	0	0	12	0	$2,170	2	6	2	48	0	0	0	0	58	552	$11,582	0	0	0	0	0	0	$0	70	$13,752.00
4.03 Bike Network Establishment & Classification	1	4	2	8	0	0	0	2	0	0	0	17	0	$3,195	3	10	8	116	8	40	16	0	201	1754	$36,834	0	0	0	0	0	0	$0	218	$40,029.00
4.04 Project Identification	0	4	2	4	0	0	0	2	0	0	0	12	0	$2,420	2	8	6	60	0	0	0	0	76	727	$15,257	0	0	0	0	0	0	$0	88	$17,677.00
5.00 Recommendation Development	**5**	**16**	**22**	**112**	**48**	**24**	**4**	**0**	**4**	**0**	**0**	**235**	**0**	**$36,545**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**235**	**$36,545**
5.01 Funding Strategy	1	4	2	24	0	0	0	0	0	0	0	31	0	$4,765	0	0	0	0	0	0	0	0	0	0	$0	0	0	0	0	0	0	$0	31	$4,765.00
5.02 Policy & Program Recommendations	2	4	8	40	0	0	0	4	0	0	0	58	0	$8,950	0	0	0	0	0	0	0	0	0	0	$0	0	0	0	0	0	0	$0	58	$8,950.00
5.03 Implementation Strategy	1	4	8	40	8	0	0	0	0	0	0	61	0	$9,155	0	0	0	0	0	0	0	0	0	0	$0	0	0	0	0	0	0	$0	61	$9,155.00
5.04 Design Guidance & Best Practices	1	4	4	8	40	24	4	0	0	0	0	85	0	$13,675	0	0	0	0	0	0	0	0	0	0	$0	0	0	0	0	0	0	$0	85	$13,675.00
6.00 Bicycle Master Plan Report & Adoption	**4**	**36**	**22**	**156**	**14**	**52**	**0**	**0**	**0**	**6**	**0**	**290**	**0**	**$46,729**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**290**	**$46,731**
6.01 Draft Bicycle Master Plan Document	2	18	8	100	10	40	0	0	0	4	0	182	0	$28,593	0	0	0	0	0	0	0	0	0	0	$0	0	0	0	0	0	0	$0	182	$28,592.80
6.02 Final Bicycle Master Plan Document	2	10	12	40	4	12	0	0	0	2	0	82	0	$13,512	0	0	0	0	0	0	0	0	0	0	$0	0	0	0	0	0	0	$0	82	$13,511.54
6.03 Adoption Support	0	8	2	16	0	0	0	0	0	0	0	26	0	$4,625	0	0	0	0	0	0	0	0	0	0	$0	0	0	0	0	0	0	$0	26	$4,626.70
Staff Hours	**29**	**195**	**130**	**566**	**104**	**259**	**4**	**8**	**4**	**20**	**16**	**1334**			**27**	**42**	**24**	**320**	**8**	**48**	**24**	**16**	**509**			**133**	**162**	**64**	**191**	**550**			**2393**	
Labor Total	**$7,321**	**$50,031**	**$24,217**	**$74,220**	**$15,641**	**$39,084**	**$1,020**	**$2,040**	**$740**	**$3,431**	**$1,934**		**$5,500**	**$225,177**	**$8,640**	**$12,600**	**$5,160**	**$54,400**	**$1,600**	**$6,720**	**$3,720**	**$2,240**		**$4,755**	**$99,835**	**$29,260**	**$16,200**	**$7,232**	**$20,342**		**$1,952**	**$74,986**		**$399,999.64**
Project Total	**$7,321**	**$50,031**	**$24,217**	**$74,220**	**$15,641**	**$39,084**	**$1,020**	**$2,040**	**$740**	**$3,431**	**$1,934**			**$225,177**	**$8,640**	**$12,600**	**$5,160**	**$54,400**	**$1,600**	**$6,720**	**$3,720**	**$2,240**			**$99,835**	**$29,260**	**$16,200**	**$7,232**	**$20,342**			**$74,986**		**$400,000**

Alta Planning + Design, Inc.

Bill Rates - 2025

Labor Category	RATE	Typical Classifications Included in Rate
Labor Category 1	**$390.00**	Executive Principal
Labor Category 2	**$360.00**	Executive Principal
Labor Category 3	**$330.00**	Principal, Executive Principal
Labor Category 4	**$315.00**	Principal, Executive Principal
Labor Category 5	**$295.00**	Sr. Associate, Principal, Executive Principal
Labor Category 6	**$275.00**	Sr. Associate, Principal
Labor Category 7	**$255.00**	Leader, Sr. Associate, Principal
Labor Category 8	**$235.00**	Associate II, Sr. Associate, Director, Principal
Labor Category 9	**$220.00**	Associate I, Associate II, Sr. Associate
Labor Category 10	**$200.00**	Level III, Associate I, Associate II, Sr. Associate
Labor Category 11	**$185.00**	Level III, Associate I, Associate II
Labor Category 12	**$170.00**	Level III, Associate I, Associate II
Labor Category 13	**$150.00**	Level II, Level III, Associate I
Labor Category 14	**$140.00**	Level I, Level II, Level III
Labor Category 15	**$130.00**	Level I, Level II, Level III
Labor Category 16	**$120.00**	Level I, Level II
Labor Category 17	**$110.00**	Administration/Specialist
Labor Category 18	**$100.00**	Intern/Specialist

Rates are presented in US Dollars (US$).

Subconsultants and reimbursable expenses will be charged at cost + 5% markup.

Mileage will be charged at the provisional standard rate.

In-house reproductions will be charged as follows:
Color copies $0.65/ page
Black and white copies $0.20/page
24" x 36" large format plot $17.50/sheet
36" x 48" large format plot $32.50/sheet

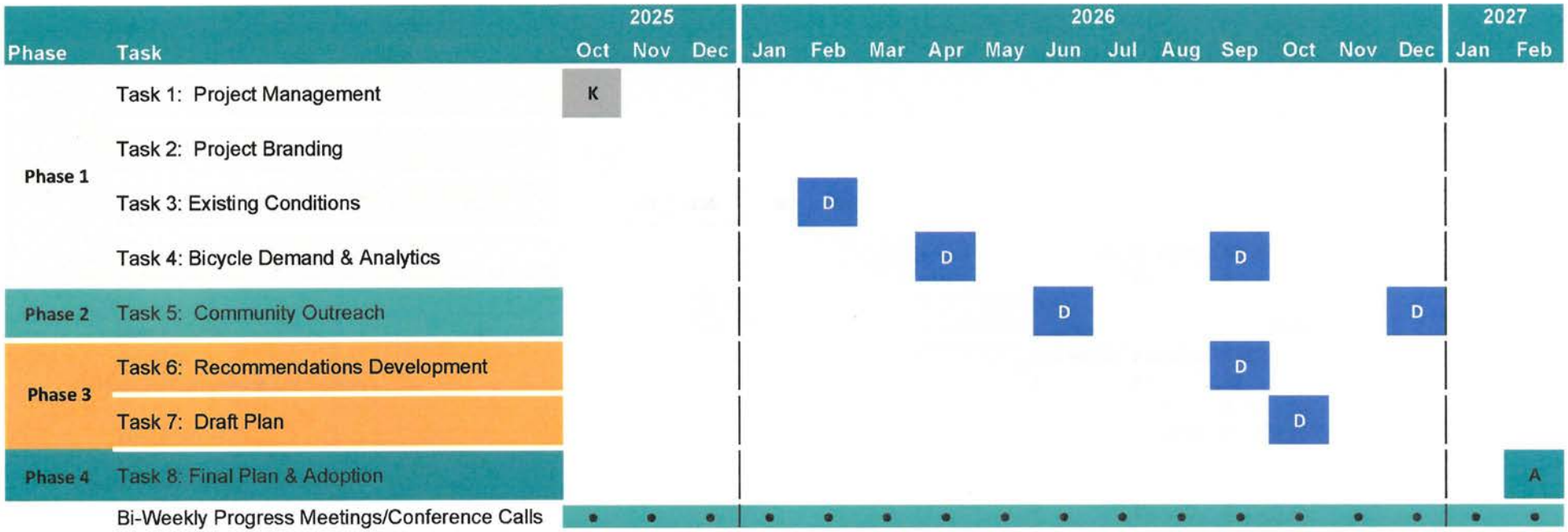
City of El Paso
Bike Plan Community Engagement
May 1 through December 31, 2025

		Senior Public Involvement Manager	Public Involvement Coordinator	Senior Graphic Designer	Project Support	Hours	LABOR TOTAL
		$ 220.00	$ 100.00	$ 113.00	$ 106.50		
		Bartlett, Martin	Baird, Rebecca	Lee, Meredith	Various		
TASK 1	**Engagement Planning & Reporting**						
Task 1.1	Develop Community Engagement Plan	10	18	0	0	28	
Task 1.2	Develop Community Engagement Report	15	8	4	3	30	
	Task 1 Labor Subtotal	25	26	4	3		
		$5,500	$2,600	$452	$320		**$8,872**
TASK 2	**Develop and deploy two bilingual surveys**	4	12	0	4	20	
	Task 2 Labor Subtotal	4	12	0	4		
		$880	$1,200	$0	$426		**$2,506**
TASK 3	**In-Person Events**						
Task 3.1	Develop Bilingual Materials for In-Person Events	4	4	40	6	54	
Task 3.2	Kick-Off Event (Up to 1)	10	10	0	20	40	
Task 3.3	Pop-Up Events (Up to 8)	64	80	0	128	272	
Task 3.4	Wrap-Up Event (Up to 1)	10	10	0	20	40	
	Task 3 Labor Subtotal	88	104	40	174		
		$19,360	$10,400	$4,520	$18,531		**$52,811**
TASK 4	**Marketing Support**						
Task 4.1	Traditional (Social, newsletter/website content, media relations)	8	10	10	0	28	
Task 4.2	Guerilla (Posters, stencils)	8	10	10	10	38	
	Task 5 Labor Subtotal	16	20	20	10		
		$3,520	$2,000	$2,260	$1,065		**$8,845**
LABOR TOTAL							**$ 73,033.50**
ODE TOTAL							**$ 1,952.00**
GRAND TOTAL (Labor + ODEs)							**$ 74,985.50**

F&P Proposal El Paso Bike Plan Update	PIC Peterman	Technical Expert Alexander	GIS Expert Reseigh	Lead Analyst Bils	Support Provan	Support Dara	Data Support Spana	Project Coordinator Nielson	Labor Subtotal	ODC	Total	
	320	300	215	170	200	140	155	140				
Project Management									$ -	$ -	$ -	
Progress Reports & Invoices	4							16	$ 3,520.00	$ 176.00	$ 3,696.00	
Bi-weekly Meetings (20)	8	4		20					$ 7,160.00	$ 358.00	$ 7,518.00	17%
Steering Committee Meetings (5)	4	6		12					$ 5,120.00	$ 256.00	$ 5,376.00	
									$ -	$ -	$ -	
Review and Compile Data Sources									$ -	$ -	$ -	
Compile Updated Database	2	8	8	48		8	8		$ 15,280.00	$ 764.00	$ 16,044.00	20%
Memorandum	2			16					$ 3,360.00	$ 168.00	$ 3,528.00	
									$ -	$ -	$ -	
Existing Conditions (LTS Assessment)									$ -	$ -	$ -	
Map	1	4	2	40					$ 8,750.00	$ 437.50	$ 9,187.50	12%
Memorandum	1	2		8					$ 2,280.00	$ 114.00	$ 2,394.00	
									$ -	$ -	$ -	
Network Establishment & Classification									$ -	$ -	$ -	
GIS Work	2	8	8	100	8	40	16		$ 31,440.00	$ 1,572.00	$ 33,012.00	37%
Memorandum	1	2		16					$ 3,640.00	$ 182.00	$ 3,822.00	
									$ -	$ -	$ -	
Project Identification									$ -	$ -	$ -	
Preliminary and Final Map	1	4	4	40					$ 9,180.00	$ 459.00	$ 9,639.00	15%
Assessment of Benefits	1	4	2	20					$ 5,350.00	$ 267.50	$ 5,617.50	
	27	**42**	**24**	**320**	**8**	**48**	**24**	**16**				
											$ 99,834.00	

Project Schedule*

El Paso Bike Plan Update



*Schedule is an proposal work plan estimate and may be refined by Consultant prior to kick-off and throughout project with approval by Client

Legend

K	Kickoff Meeting
A	Adoption & Final Plan
	Task Progress
•	Monthly Meetings/Calls
D	Deliverable

ATTACHMENT "C"
INTENTIONALLY DELETED

ATTACHMENT "D"
PAYMENT SCHEDULE

For the project known as **"2025-0163 Bike Plan Update"**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **$400,000.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

The Consultant will be paid in accordance with Paragraph 3.3 of the Agreement for Professional Services.

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is

preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

ATTACHMENT "E"
INSURANCE CERTIFICATE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED Alta Planning + Design, Inc. 101 SW Main St., Ste 2000 Portland, OR 97204	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Liberty Mutual Fire Insurance Company — 23035 INSURER B: Liberty Insurance Corporation — 42404 INSURER C: American Guarantee and Liability Insurance — 26247 INSURER D: Allied World Surplus Lines Insurance Compa — 24319 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W36815763 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		TB2-641-446161-053	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		AS7-641-446161-043	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			AUC 8344746-00	12/31/2023	12/31/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC7-641-446161-063	12/31/2023	12/31/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab incl Pollution	Y		0313-8987	07/01/2023	12/31/2024	Each Claim Limit Policy Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: ON25.001 - Minneapolis, MN Multi-Modal Planning

Coverage for Contractual Liability is provided under General Liability policy.

Minneapolis Park & Recreation Board is included as an Additional Insured as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER

Minneapolis Park & Recreation Board
2117 West River Road
Minneapolis, MN 55411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 26960179 BATCH: 3751377

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Insurance Services West, Inc.	NAMED INSURED Alta Planning + Design, Inc. 101 SW Main St., Ste 2000 Portland, OR 97204
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Blanket Additional Insured is included in the Professional Liability Policy under the Pollution provision only as required by written contract.

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SR ID: 26960179 BATCH: 3751377 CERT: W36815763

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Katherine Mangle
Business Name	Alta Planning + Design, Inc.
Agenda Item Type	Selected consultant for 2025-0163R 2016 Bike Plan
Relevant Department	Capital Improvement Department

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

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

OR

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

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

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

Signature: Katherine Mangle Digitally signed by Katherine Mangle Date: 2024.12.18 17:23:36 -08'00' Date: 12/18/2024

File #: 25-1389, **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
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager to execute a change order in the amount of $16,485.18 to International Eagle Enterprises, Inc. for the cost of water usage on the landscape irrigation, landscape planting, and landscape establishment for the Rojas Drive Widening Project, Contract No. 2022-0747. The original contract amount was $12,024,880.90. The new contract sum, including this change order notice and any previous change orders, is $12,056,583.01. There is no change in contract time resulting from this change order. The City Manager, or designee, is authorized to execute any documents and contract amendments necessary to carry out the intent of this Resolution.

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

DEPARTMENT: Capital Improvement

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Joaquin Rodriguez, AICP **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 6

STRATEGIC GOAL:

No. 7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL:

1.4: Grow the core business of air transportation.

SUBJECT:

A resolution to authorize the City Manager to execute a change order in the amount of $16,485.18 to International Eagle Enterprises, Inc. for the cost of water usage on the landscape irrigation, landscape planting, and landscape establishment for the Rojas Drive Widening Project, Contract No. 2022-0747. The original contract amount was $12,024,880.90. The new contract sum, including this change order notice and any previous change orders, is $12,056,583.01. There is no change in contract time resulting from this change order. The City Manager, or designee, is authorized to execute any documents and contract amendments necessary to carry out the intent of this Resolution.

BACKGROUND / DISCUSSION:

The project is in the one year maintenance period following completion of construction. CID executed a previous change order for $92,042.10 to reimburse the contractor for water usage for landscape irrigation. After the change order was executed, the contractor made additional payments totaling $16,485.18 for water usage. Since the total amount of the change orders for water usage exceeds the $100,000 limit that can be approved by the City Engineer, this change order is submitted for Council approval.

COMMUNITY AND STAKEHOLDER OUTREACH:

December 13, 2024 - News release issued for opening street to the public.

PRIOR COUNCIL ACTION:

January 22, 2025: Council approved deductive Construction Quantity Notice in the amount of -$328,204.11.
October 11, 2022:
Council approved award of the Rojas Widening construction contract to International Eagle Enterprises, Inc.

AMOUNT AND SOURCE OF FUNDING:

2020 CO's

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NA

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

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

That the City Council approves a change order in the amount of $16,485.18 to International Eagle Enterprises, Inc. for the cost of water usage on the landscape irrigation, landscape planting, and landscape establishment for the Rojas Drive Widening Project, Contract No. 2022-0747. The original contract amount was $12,024,880.90. The new contract sum, including this change order notice and any previous change orders, is $12,056,583.01. There is no change in contract time resulting from this change order. 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 _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Joaquin Rodriguez, AICP
Director – Grant Funded Programs
Capital Improvement Department

HQ 5963 | Tran #623611 | CID
Rojas Drive Widening Project Change Order-Resolution
RAB

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: 12 **DATE:** October 10, 2025 [ ] SCOPE CHANGE

PROJECT: Rojas Drive Widening **SOLICITATION NO.** 2022-0747 [X] CONSTRUCTION CHANGE

Original Contract Amount:	$ 12,024,880.90	Contract Time to Subtantial Completion	337
Net Change by previous Change Orders:	$ 295,196.04	Total days added due to Change Orders and CQN's	43
Net Change by previous Construction Quantity Notices:	$ (279,979.11)	Total days added for this Change Order	0
Amount of this Construction Change Order:	$ 16,485.18	New Contract Time to Substantial Completion:	380
New Amended Contract Amount:	$ 12,056,583.01	Completion Date	12/3/2024
Change Order Percentage:	0.26%		

CONTRACTOR NAME: International Eagle Enterprises, Inc.

Please provide a detailed scope of work of the change order (see back for reason/justification):

Scope of Work:

Reconciliation of CO #11 Item 1 Water Usage Construction Phase: Reconciliation for payments associated with the the yard meter services for the irrigation/landscape system on the project during the construction phase from October 6, 2013 to January 14, 2025. The scope of work includes compensation based on actual watering costs from paid billing provided by El Paso Water. Reconciliation includes final bill payment by International Eagle.

Reconciliation of CO #11 Item 2 Water Usage Irrigation/Landscape Maintenance Phase: Reconciliation for payments associated with the three (3) yard meter services for the irrigation/landscape system on the project during the irrigation/landscape maintenance phase for paid billing from January 14, 2025 to September 16, 2025. The scope of work includes compensation based on actual watering costs from paid billing provided by El Paso Water. Reconciliation includes final bill payment by International Eagle.

Cost and Schedule for Line Items:

CO #11 Item 1: 168-6001A Water Usage - Construction Phase – Actual billing during construction phase of the project. **Credit = ($770.31)**

CO #11 Item 2: 168-6001B Water Usage - Irrigation/Landscape Maintenance Phase – Actual billing during the irrigation/landscape maintenance phase from 1/14/25 to 9/16/25.
Cost = $17,255.49

Total cost for Item 1 and Item 2: Item 1 **($770.31)** + Item 2 **$17,255.49** = **$16,485.18**.
Change order cost = $16,485.18

Contract Time:
No Contract Time to be added through this change order.

Specifications: Items: 170 Irrigation System, 192 Landscape Planting and 193 Landscape Establishment remain unchanged.

Drawings: Irrigation Sheets 253-272 remain unchanged.

Work described has been completed 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 and costs, including all direct and indirect costs associated with the above scope of work.

CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME: 0 **TOTAL CHANGE ORDER AMOUNT:** $ 16,485.18

CONTRACTOR

I, Marcos Molina, of International Eagle Enterprises, Inc. agree and accept the terms and conditions of this change order.

Signature: _____ Date: 10/31/2025

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 OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.: 12 **DATE:** October 10, 2025 ☐ SCOPE CHANGE

PROJECT: Rojas Drive Widening **SOLICITATION NO.** 2022-0747 ☒ CONSTRUCTION CHANGE

Project Number	PCP20TRAN05	Project Number	0	**PURCHASE ORDER #** **2300000186**
Class	38170, 38290, 38230	Class	0	
Department	190	Department	0	
Fund	4950, 4741, 4743, 4970	Fund	0	
Account	580270	Account	0	

CONTRACTOR NAME: International Eagle Enterprises, Inc.

PROVIDE REASON/JUSTIFICATION FOR CHANGE ORDER:

The project improvements included the installation of an irrigation system supplied by three (3) yard meters located at 12301 Rojas, 12401 Rojas and 12431 Rojas. Payment for water usage on the landscape irrigation, landscape planting and landscape establishment is based on TxDOT project specifications that allow the Contractor to get reimbursed for the water usage.

Previous CO#11 paid for water usage during construction and maintenance phases through May 13, 2025. This change order includes a credit for water payment during the construction phase and payment for additional months of water usage during the maintenance phase.

Costs related to this usage have been validated based on the actual paid bills received from the utility service provider. The costs were accepted by the Capital Improvement Department.

The water usage costs have been broken down into 2 items:
Reconciliation of **CO #11 Item 1 Water Usage - Construction Phase:** Paid water usage from October 14, 2023 to January 14, 2025.

Reconciliation of **CO #11 Item 2 Water Usage - Irrigation/Landscape Maintenance Phase:** Paid water usage from January 14, 2025 to September 16, 2025. Billing for the three (3) yard meters has been transferred to the City of El Paso Streets and Maintenance Department.

CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME: 0 **TOTAL CHANGE ORDER AMOUNT:** $ 16,485.18

Project Manager recommends approval: Alex Avila

Engineering Division Manager recommends approval: Margaret K Schroeder

Financing Department approval: (If Required)

REQUEST FOR PO INCREASE/DECREASE FOR CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: 12 **DATE:** October 10, 2025 [X] INCREASE [ ] DECREASE

PROJECT: Rojas Drive Widening **SOLICITATION NO.** 2022-0747

Project Number: PCP20TRAN05
Class: 38170, 38290, 38230
Department: 190
Fund: 4950, 4741, 4743, 4970
Account: 580270

PURCHASE ORDER # 2300000186

CONTRACTOR NAME: International Eagle Enterprises, Inc.

AS A RESULT OF THIS CHANGE ORDER, PLEASE MAKE THE FOLLOWING ADJUSTMENT TO THE PUCHASE ORDER:

LINE	ADDED AMOUNT
LINE 9	$ (770.31)
LINE 10	$ 17,255.49

TOTAL NET CHANGE TO PURCHASE ORDER

$ 16,485.18

(should match cost below)

Additional funding/direction:

LINE 9	BASE BID 1 - CO #11 WATER USAGE						
Account	Dept	Fund	Division	Program	Project	Grant	Amount
580270	190	4743	28300		PCP20TRAN05		$ (770.31)

LINE 10	BASE BID 1 - CO #11 WATER USAGE						
Account	Dept	Fund	Division	Program	Project	Grant	Amount
580272	190	4743	38290		PCP20TRAN05		$ 17,255.49

TOTAL CHANGE ORDER AMOUNT: $ 16,485.18

Project Manager: Alex Avila

Engineering Division Manager recommends approval: Margaret K Schroeder

Contract Compliance:

AE - 10/14/25

File #: 25-1386, **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
Strategic and Legislative Affairs, Fernando Liano Berjano, (915) 337-2517

AGENDA LANGUAGE:

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

A Resolution that the City Manager be authorized to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the CITY OF EL PASO (the "CITY"), and the PASO DEL NORTE COMMUNITY FOUNDATION (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate with the Climate, Sustainability, and Energy Program (the "Program") to provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Program for a term of five (5) years and shall automatically renew for successive additional one (1) year periods.

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

DEPARTMENT: Strategic and Legislative Affairs

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Fernando Liano Berjano, Senior Climate P **PHONE NUMBER:** 915 337-2517

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

No. 8 Nurture & Promote a Healthy, Sustainable Community

SUBGOAL:

SUBJECT:

That the City Manager be authorized to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the CITY OF EL PASO (the "CITY"), and the PASO DEL NORTE COMMUNITY FOUNDATION (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate with the Climate, Sustainability, and Energy Program (the "Program") to provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Program for a term of five (5) years and shall automatically renew for successive additional one (1) year periods.

BACKGROUND / DISCUSSION:

This resolution will provide a not-for-profit vehicle for the Climate, Sustainability and Energy Program to receive donations and gifts from community, individuals, private entities or foundations for the benefit of the City of El Paso and the community. These funds will be held in a dedicated account at the Paso Del Norte Community Foundation specific to Program's goals. The PDNCF
will retain a maximum of 1 percent to compensate for this service and provide full accounting reports to the City of these fund balances.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

None to this specific item but the City does have an existing similar resolution with PDNCP for the BOSS and Zoo programs.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Stephen Ian Voglewede Digitally signed by Stephen Ian Voglewede Date: 2025.11.03 12:27:50 -07'00'

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

RESOLUTION

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

That the City Manager be authorized to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the **CITY OF EL PASO** (the "CITY"), and the **PASO DEL NORTE COMMUNITY FOUNDATION** (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate with the Climate, Sustainability, and Energy Program (the "Program") to provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Program for a term of five (5) years and shall automatically renew for successive additional one (1) year periods.

APPROVED by the City Council of El Paso on this _____ day of _____ 2025.

THE CITY OF EL PASO, TEXAS:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Stephen Ian Voglewede, Director
Strategic and Legislative Affairs

REVISED
4:04 pm, Nov 05, 2025

AGREEMENT REGARDING MUTUAL COOPERATION

THIS AGREEMENT REGARDING MUTUAL COOPERATION (this "Agreement") is entered into on _____ day of _____, 2025 (the "Effective Date") by and between the CITY OF EL PASO, a home rule municipality (the "City"), and **PASO DEL NORTE COMMUNITY FOUNDATION** (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties").

WHEREAS, the City has a Climate, Sustainability and Energy Program ("the Program") aimed at providing comprehensive support to departments and the community. The Program is designed to provide solutions to improve air quality, heat mitigation, adaptation to climate risks, and reduce operational energy and water costs;

WHEREAS, the Program economic sustainability strategy includes diversifying funding sources through private foundations and corporate sponsorships, investing in fundraising efforts, seeking partnership and sponsorship opportunities, advocating for continued City support, conducting program evaluation and reporting, exploring revenue-sharing agreements, and fostering community engagement and support;

WHEREAS, the City desires to partner with the PDNCF in furtherance of the Program;

WHEREAS, the PDNCF is a non-profit 501(c)(3) organization established to support the philanthropic goals of individuals, families, corporations, foundations and nonprofit organizations to improve health, education, social services, economic development and quality of life in the Paso del Norte region;

WHEREAS, in order to better accomplish the goals listed above, it will be beneficial for the Parties to outline their goals and objectives as described herein.

NOW, THEREFORE, the City and the PDNCF agree as follows:

1. **Initial Term and Automatic Renewals.** Unless terminated sooner as provided in this Agreement, the term of this Agreement shall be for a period five (5) years from the Effective Date (the "Term") and shall automatically renew for successive additional one (1) year periods unless either party provides written notice to the other of their decision not to renew at least sixty (60) days prior to the expiration of any Term.

2. **Agreements by the PDNCF.** Until the expiration of the Term of this Agreement or the earlier termination of thereof, the PDNCF hereby agrees to use commercially reasonable efforts to:

a. Establish the Climate, Sustainability and Energy Program Fund ("the Fund"), a restricted 501(c)(3) fund in the PDNCF, to receive gifts, grants, contributions and other revenue and incur liabilities to support the purposes of the Program.

b. Have the right to transfer funds from the restricted fund to the PDNCF's general fund for administrative fees, not to exceed 1%, necessary for the proper administration of the Program, all in accordance with an annual budget submitted by the City.

c. Understand that, in interfacing with the City, any agreements PDNCF may enter into in furtherance of providing on-going financial support to the Program; may be subject to the City requesting assistance to assure financial transparency and disclosure in order to address accounting and audit concerns as may arise.

Notwithstanding any of the foregoing to the contrary, in no event shall the PDNCF be required to take any action or refrain from taking any action that may, in the PDNCF 's sole discretion, cause the PDNCF to be in violation of applicable Internal Revenue Code rules or regulations or other applicable law.

3. **Agreements of the City and the PDNCF.** Until the expiration of the Term of this Agreement or the earlier termination thereof, the City agrees to use commercially reasonable efforts to:

a. Allow the PDNCF to use any creative design, logos, photography or other intellectual property and business or branding, which may be owned by the City, or its agents or assignees for purposes of continuity and association between the City, the PDNCF and the Program.

b. The City may not spend or otherwise obligate the PDNCF to pay for an amount or amounts exceeding the balance in Fund.

c. The Parties agree that all money and the fair market value of all property in the Fund, and all income derived therefrom, shall be reported as belonging to the PDNCF, on the PDNCF's financial statements, and tax returns. It is the intent of the Parties that this Agreement be interpreted to grant the PDNCF with variance power and enable the PDNCF to treat the Fund as the PDNCF's asset in accordance with Accounting Standards Codification (ASC) paragraphs ASC 958-605-25-25 and -26, formerly expressed in Statement No. 136 issued by the Financial Accounting Standards Board (FASB).

d. Unless otherwise agreed in writing, any tangible or intangible property, including intellectual property, such as copyrights, obtained from third parties or created in connection with the Program shall be the property of the City, held for the charitable purposes of the Program.

4. **Recognition of Joint Efforts.** During the term of this Agreement, the City and the PDNCF agree to acknowledge the joint efforts of each other during presentations to third parties. Additionally, for all projects wherein the City and the PDNCF are working together under this Agreement, printed and online materials shall contain a reference to such relationship with language such as "presented jointly by the City and the PDNCF" or such other language as the parties may reasonably agree to in writing.

5. **Termination and Amendments.**

a. Either Party may terminate this Agreement at any time upon thirty (30) calendar days' advance written notice to the other Party.

b. Unless the Agreement is terminated sooner as provided above, or the Parties amend the Agreement in advance of termination, this Agreement will renew automatically upon the expiration of the Term for successive additional one (1) year periods unless either party provides written notice to the other of their decision not to renew at least sixty (60) days prior to the expiration of any Term.

c. This Agreement may be amended or extended by the written authority of the City Manager.

6. **Disputes and Cure Rights.** The PDNCF and the City agree to use good faith efforts to resolve any breaches of this Agreement or any disputes regarding the subject matter and transactions contemplated by this Agreement through mediation or other non-binding alternate dispute resolution processes before exercising the termination rights set forth in Section 5 so long as the City is not required to incur any financial obligation for participation in mediation or other non-binding alternate dispute resolution processes. If the Parties' good faith efforts to resolve any breaches of this Agreement or any disputes regarding the subject matter and transactions contemplated by this Agreement through mediation or other non-binding alternate dispute resolution processes shall be unsuccessful after a period of thirty (30) days, the Parties agree that the sole remedy therefor shall be to exercise the termination rights set forth in Section 5.

7. **Notices.** With respect to any notice required or permitted to be given in connection with Agreement (a "Notice"), such Notice shall be deemed received three (3) days after deposit of such Notice in the United States Certified Mail, return receipt requested, postage pre-paid, or on the day of delivery, when delivered personally, to the addresses and parties provided below:

To the City: The City of El Paso
Attn: City Manager
300 N. Campbell
El Paso, Texas 79901

With Copy to: Strategic and Legislative Affairs Department
Attn: Director
300 N Campbell
El Paso, Texas 79901

PDNCF: Paseo del Norte Community Foundation
Attn: President
333 N. Oregon, 2nd Fl.
El Paso, Texas 79901

8. **Modification of this Agreement.** This Agreement may be modified only by written agreement by the Parties.

9. **Assignment.** The Parties may not assign any obligations or rights under this Agreement without the express written consent of the other Party.

10. **No Joint Enterprise.** This Agreement does not create any joint enterprise between the Parties.

11. **Independent Contractors.** The City and the PDNCF are independent legal entities. Nothing in this Agreement creates the relationship of employer and employee, principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the PDNCF nor any of their respective agents or employees has control or the right to control the activities of the other Party in carrying out the terms of this Agreement. Both Parties agree that neither Party has, nor will attempt to assert, authority to make commitments for or to bind the other Party to any obligation other than the obligations described in this Agreement.

12. **Headings.** The paragraph or section headings contained in this Agreement are for reference purposes only and do not control the meaning or interpretation of this Agreement.

13. **Expenditures.** Each Party to this Agreement is responsible for the costs associated with such Party's exercise of any rights or performance of any duties under this Agreement.

14. **Texas Public Information Act.** City is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code. The Parties acknowledge and agree that City shall only be obligated to perform its duties under this Agreement in compliance with the Public Information Act. To the extent to which some duties hereunder are not in conformity with the requirements of the Public Information Act, City shall be relieved of said duties without penalty or further liability. In the event that City receives a request, pertaining to this Agreement or information resulting from this Agreement, under the Public Information Act for Confidential Information it shall immediately notify PDNCF and confer on whether disclosure should be opposed. It is expressly agreed that City may request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to the

requested information and whether the information is to be made available to the public. PDNCF may be asked to support such requests for determination by the Attorney General. It is further agreed that City, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that City, its officers and employees shall have no liability to PDNCF for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require City or PDNCF to violate the terms of the Public Information Act.

15. **Governmental Function.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.

16. **Complete Agreement.** This Agreement constitutes and expresses the entire agreement between the Parties hereto in reference to the services and agreements herein described.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be constitute one and the same agreement. Delivery of an executed counterpart to this Agreement by Portable Document Format (.pdf file) attachment through electronic mail or other electronic means shall be effective as an original.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

19. **Severability.** If a court of competent jurisdiction finds any term of this Agreement to be illegal, invalid, or unenforceable, such term shall be excluded to the extent of such illegality, invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term shall be deemed replaced by a term that is legal, valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ___ day of _____ 2025.

THE CITY OF EL PASO, TEXAS:

Dionne Mack
City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Stephen Ian Voglewede
Strategic and Legislative Affairs

[Signatures continue on the following page]

PASO DEL NORTE COMMUNITY FOUNDATION:

By: Tracy Yellen

Name: Tracy J. Yellen

Title: CEO

ACKNOWLEDGMENT

STATE OF §
§
COUNTY OF §

This instrument was acknowledged before me on the 3 day of November, 2025, by Tracy Yellen as CEO of the **Paso Del Norte Community Foundation.**

DIANA MARIE RODRIGUEZ
Notary ID #135500758
My Commission Expires
February 4, 2029

Notary Public, State of Texas

My Commission Expires:

02/04/29

File #: 25-1388, **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
Strategic and Legislative Affairs, Luther Jones, (915) 332-9339

AGENDA LANGUAGE:

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

A Resolution that the City Manager be authorized to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the CITY OF EL PASO (the "CITY"), and the PASO DEL NORTE COMMUNITY FOUNDATION (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate with the Veterans and Military Affairs Program (the "Program") to provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Program for a term of five (5) years and shall automatically renew for successive additional one (1) year periods.

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

DEPARTMENT: Strategic and Legislative Affairs

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Luther Jones, Veterans Program Coordina **PHONE NUMBER:** 915 332-9339

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

No. 8 Nurture & Promote a Healthy, Sustainable Community

SUBGOAL:

SUBJECT:

That the City Manager be authorized to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the CITY OF EL PASO (the "CITY"), and the PASO DEL NORTE COMMUNITY FOUNDATION (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate with the Veterans and Military Affairs Program (the "Program") to provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Program for a term of five (5) years and shall automatically renew for successive additional one (1) year periods.

BACKGROUND / DISCUSSION:

This resolution will provide a not-for-profit vehicle for the Veterans and Military Affairs Program to receive donations and gifts from community, individuals or foundations for the benefit of the City of El Paso and the community. These funds will be held in a dedicated account at the Paso Del Norte Community Foundation specific to Program's goals. The PDNCF will retain a maximum of 1 percent to compensate for this service and provide full accounting reports to the City of these fund balances.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

None to this specific item but the City does have an existing similar resolution with PDNCP for the BOSS and Zoo programs.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Stephen Ian Voglewede Digitally signed by Stephen Ian Voglewede Date: 2025.11.03 12:28:11 -07'00'

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

RESOLUTION

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

That the City Manager be authorized to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the **CITY OF EL PASO** (the "CITY"), and the **PASO DEL NORTE COMMUNITY FOUNDATION** (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate with the Veterans and Military Affairs Division (the "Division") to provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Division for a term of five (5) years and shall automatically renew for successive additional one (1) year periods.

APPROVED by the City Council of El Paso on this _____ day of _____2025.

THE CITY OF EL PASO, TEXAS:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Stephen Ian Voglewede, Director
Strategic and Legislative Affairs

AGREEMENT REGARDING MUTUAL COOPERATION

THIS AGREEMENT REGARDING MUTUAL COOPERATION (this "Agreement") is entered into on _____ day of _____, 2025 (the "Effective Date") by and between the CITY OF EL PASO, a home rule municipality (the "City"), and **PASO DEL NORTE COMMUNITY FOUNDATION** (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties").

WHEREAS, the City has a Veterans and Military Affairs Division ("the Division") aimed at providing comprehensive support to veterans, service members, and their families within the community. The Division is entrusted to coordinate and enhance access to benefits, employment, education, housing, mental health, and community resources; strengthen collaboration among local, state, and federal partners; and promote El Paso as a leading city in veteran and military family support.;

WHEREAS, the Division's economic sustainability strategy includes diversifying funding sources through private foundations and corporate sponsorships, investing in fundraising efforts, seeking partnership and sponsorship opportunities, advocating for continued City support, conducting Division evaluation and reporting, exploring revenue-sharing agreements, and fostering community engagement and support;

WHEREAS, the City desires to partner with the PDNCF in furtherance of the Division's goals;

WHEREAS, the PDNCF is a non-profit 501(c)(3) organization established to support the philanthropic goals of individuals, families, corporations, foundations and nonprofit organizations to improve health, education, social services, economic development and quality of life in the Paso del Norte region;

WHEREAS, in order to better accomplish the goals listed above, it will be beneficial for the Parties to outline their goals and objectives as described herein.

NOW, THEREFORE, the City and the PDNCF agree as follows:

1. **Initial Term and Automatic Renewals.** Unless terminated sooner as provided in this Agreement, the term of this Agreement shall be for a period five (5) years from the Effective Date (the "Term") and shall automatically renew for successive additional one (1) year periods unless either party provides written notice to the other of their decision not to renew at least sixty (60) days prior to the expiration of any Term.

2. **Agreements by the PDNCF.** Until the expiration of the Term of this Agreement or the earlier termination of thereof, the PDNCF hereby agrees to use commercially reasonable efforts to:

a. Establish the Veterans and Military Affairs Fund ("the Fund"), a restricted 501(c)(3) fund in the PDNCF, to receive gifts, grants, contributions and other revenue and incur liabilities to support the purposes of the Division.

b. Have the right to transfer funds from the restricted fund to the PDNCF's general fund for administrative fees, not to exceed 1%, necessary for the proper administration of the Division, all in accordance with an annual budget submitted by the City.

c. Understand that, in interfacing with the City, any agreements PDNCF may enter into in furtherance of providing on-going financial support to the Division; may be subject to the City requesting assistance to assure financial transparency and disclosure in order to address accounting and audit concerns as may arise.

Notwithstanding any of the foregoing to the contrary, in no event shall the PDNCF be required to take any action or refrain from taking any action that may, in the PDNCF 's sole discretion, cause the PDNCF to be in violation of applicable Internal Revenue Code rules or regulations or other applicable law.

3. **Agreements of the City and the PDNCF.** Until the expiration of the Term of this Agreement or the earlier termination thereof, the City agrees to use commercially reasonable efforts to:

a. Allow the PDNCF to use any creative design, logos, photography or other intellectual property and business or branding, which may be owned by the City, or its agents or assignees for purposes of continuity and association between the City, the PDNCF and the Division.

b. The City may not spend or otherwise obligate the PDNCF to pay for an amount or amounts exceeding the balance in Fund.

c. The Parties agree that all money and the fair market value of all property in the Fund, and all income derived therefrom, shall be reported as belonging to the PDNCF, on the PDNCF's financial statements, and tax returns. It is the intent of the Parties that this Agreement be interpreted to grant the PDNCF with variance power and enable the PDNCF to treat the Fund as the PDNCF's asset in accordance with Accounting Standards Codification (ASC) paragraphs ASC 958-605-25-25 and -26, formerly expressed in Statement No. 136 issued by the Financial Accounting Standards Board (FASB).

d. Unless otherwise agreed in writing, any tangible or intangible property, including intellectual property, such as copyrights, obtained from third parties or created in connection with the Division shall be the property of the City, held for the charitable purposes of the Division.

4. **Recognition of Joint Efforts.** During the term of this Agreement, the City and the PDNCF agree to acknowledge the joint efforts of each other during presentations to third parties. Additionally, for all projects wherein the City and the PDNCF are working together under this Agreement, printed and online materials shall contain a reference to such relationship with language such as "presented jointly by the City and the PDNCF" or such other language as the parties may reasonably agree to in writing.

5. **Termination and Amendments.**

a. Either Party may terminate this Agreement at any time upon thirty (30) calendar days' advance written notice to the other Party.

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c. This Agreement may be amended or extended by the written authority of the City Manager.

6. **Disputes and Cure Rights.** The PDNCF and the City agree to use good faith efforts to resolve any breaches of this Agreement or any disputes regarding the subject matter and transactions contemplated by this Agreement through mediation or other non-binding alternate dispute resolution processes before exercising the termination rights set forth in Section 5 so long as the City is not required to incur any financial obligation for participation in mediation or other non-binding alternate dispute resolution processes. If the Parties' good faith efforts to resolve any breaches of this Agreement or any disputes regarding the subject matter and transactions contemplated by this Agreement through mediation or other non-binding alternate dispute resolution processes shall be unsuccessful after a period of thirty (30) days, the Parties agree that the sole remedy therefor shall be to exercise the termination rights set forth in Section 5.

7. **Notices.** With respect to any notice required or permitted to be given in connection with Agreement (a "Notice"), such Notice shall be deemed received three (3) days after deposit of such Notice in the United States Certified Mail, return receipt requested, postage pre-paid, or on the day of delivery, when delivered personally, to the addresses and parties provided below:

To the City:	The City of El Paso Attn: City Manager 300 N. Campbell El Paso, Texas 7990I
With Copy to:	Strategic and Legislative Affairs Department Attn: Director 300 N Campbell El Paso, Texas 7990I
PDNCF:	Paseo del Norte Community Foundation Attn: President 333 N. Oregon, 2nd Fl. El Paso, Texas 79901

8. **Modification of this Agreement.** This Agreement may be modified only by written agreement by the Parties.

9. **Assignment.** The Parties may not assign any obligations or rights under this Agreement without the express written consent of the other Party.

10. **No Joint Enterprise.** This Agreement does not create any joint enterprise between the Parties.

11. **Independent Contractors.** The City and the PDNCF are independent legal entities. Nothing in this Agreement creates the relationship of employer and employee, principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the PDNCF nor any of their respective agents or employees has control or the right to control the activities of the other Party in carrying out the terms of this Agreement. Both Parties agree that neither Party has, nor will attempt to assert, authority to make commitments for or to bind the other Party to any obligation other than the obligations described in this Agreement.

12. **Headings.** The paragraph or section headings contained in this Agreement are for reference purposes only and do not control the meaning or interpretation of this Agreement.

13. **Expenditures.** Each Party to this Agreement is responsible for the costs associated with such Party's exercise of any rights or performance of any duties under this Agreement.

14. **Texas Public Information Act.** City is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code. The Parties acknowledge and agree that City shall only be obligated to perform its duties under this Agreement in compliance with the Public Information Act. To the extent to which some duties hereunder are not in conformity with the requirements of the Public Information Act, City shall be relieved of said duties without penalty or further liability. In the event that City receives a request, pertaining to this Agreement or information resulting from this Agreement, under the Public Information Act

for Confidential Information it shall immediately notify PDNCF and confer on whether disclosure should be opposed. It is expressly agreed that City may request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to the requested information and whether the information is to be made available to the public. PDNCF may be asked to support such requests for determination by the Attorney General. It is further agreed that City, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that City, its officers and employees shall have no liability to PDNCF for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require City or PDNCF to violate the terms of the Public Information Act.

15. **Governmental Function.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.

16. **Complete Agreement.** This Agreement constitutes and expresses the entire agreement between the Parties hereto in reference to the services and agreements herein described.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be constitute one and the same agreement. Delivery of an executed counterpart to this Agreement by Portable Document Format (.pdf file) attachment through electronic mail or other electronic means shall be effective as an original.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

19. **Severability.** If a court of competent jurisdiction finds any term of this Agreement to be illegal, invalid, or unenforceable, such term shall be excluded to the extent of such illegality, invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term shall be deemed replaced by a term that is legal, valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ___ day of _____ 2025.

THE CITY OF EL PASO, TEXAS:

Dionne Mack
City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Stephen Ian Voglewede
Strategic and Legislative Affairs

[Signatures continue on the following page]

PASO DEL NORTE COMMUNITY FOUNDATION:

By: _____

Name: Tracy J. Yellen

Title: CEO

ACKNOWLEDGMENT

STATE OF §
§
COUNTY OF §

This instrument was acknowledged before me on the 3 day of November, 2025, by Tracy Yellen as CEO (title) of the **Paso Del Norte Community Foundation**.

DIANA MARIE RODRIGUEZ
Notary ID #135500758
My Commission Expires
February 4, 2029

_____

Notary Public, State of Texas

My Commission Expires:

02/04/29

File #: 25-1394, **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 2 and 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Armida R. Martinez, (915) 212-1553

AGENDA LANGUAGE:

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

A Resolution that the closure of rights-of-way within the City of El Paso for the Sun Bowl Thanksgiving Parade & Turkey Trot from 5:00 am to 2:00 pm on Thursday, November 27, 2025, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Copia St. between La Luz Ave. and Tularosa Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: November 18,2025

PUBLIC HEARING DATE: November 18, 2025

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Armida R. Martinez **PHONE NUMBER:** (915) 212-1605

DISTRICT(S) AFFECTED: 8 and 2

STRATEGIC GOAL:
#4 Enhance El Paso's quality of life through recreational, cultural and education environments

SUBGOAL:
4.2 Create innovative recreational, educational and cultural programs

SUBJECT:

A Resolution that the closure of right-of-way within the City of El Paso for the Sun Bowl Thanksgiving Day Parade & Turkey Trot from 5:00 a.m. to 2:00 p.m. on Thursday, November 28, 2024, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s) in excess of four hours for a portion of Copia St. between La Luz Ave. and Tularosa Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV24-00054)

BACKGROUND / DISCUSSION:

EVENT NAME: Sun Bowl Thanksgiving Day Parade & Turkey Trot
PERMIT CASE NUMBER: CSEV24-00054
EVENT DATE/HOURS: Thursday, November 28, 2024, at 10:00 a.m. to 2:00 p.m.
TRAFFIC CONTROL: Thursday, November 28, 2024, at 5:00 a.m. to 2:00 p.m.
STATE ROW IN USE: Copia St. between La Luz Ave. and Tularosa Ave.
APPLICANT: Sun Bowl Association

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Kevin Smith for Philip Etiwe

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

R E S O L U T I O N

WHEREAS, the Sun Bowl Association (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the Sun Bowl Thanksgiving Parade & Turkey Trot from 5:00 am to 2:00 pm on Thursday, November 27, 2025 (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of El Paso (hereinafter referred to as the "City") has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including Copia St. between La Luz Ave. and Tularosa Ave. within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the Sun Bowl Thanksgiving Parade & Turkey Trot from 5:00 am to 2:00 pm on Thursday, November 27, 2025, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Copia St. between La Luz Ave. and Tularosa Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

(Signatures begin on the following page)

APPROVED this _____ day of _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

_____
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for
_____
Philip F, Etiwe, Director
Planning & Inspections Department

STATE OF TEXAS §
§
COUNTY OF EL PASO §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of El Paso, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Copia St. between La Luz Ave. and Tularosa Ave., in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of Copia St. between La Luz Ave. and Tularosa Ave., for the purpose of allowing Sun Bowl Thanksgiving Day Parade & Turkey Trot, from 5:00 a.m. on Thursday, November 27, 2025 to 2:00 p.m. on Thursday, November 27, 2025 as described in the attached **"Exhibit A"**, hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 18 th day of November 2025, the El Paso City Council passed a Resolution, attached hereto and identified as **"Exhibit B,"** establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and

stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as **"Exhibit C,"** and incorporated as if fully set forth herein.

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, including but not limited to; plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.

B. The local government shall submit to the State for review and approval: the construction plans, if construction or modifications to the State's right of way is required; the traffic control and signage plans; traffic enforcement plans, and; all other plans deemed necessary by the State. The State may require that any traffic control plan of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan, and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.
(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	**State:**
City of El Paso Attn: Dionne Mack City Manager 300 N. Campbell- City 1, 2nd Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Tomas C. Trevino El Paso District Engineer 13301 Gateway West El Paso, Texas 79928-5410

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF EL PASO
Executed on behalf of the local government by:

_____ Date_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for
_____
Philip F. Etiwe, Director
Planning and Inspections Department

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
Tomas C. Trevino
El Paso District Engineer

EXHIBIT "A"

City of El Paso
Streets and Maintenance
Traffic Control Permit

Site Address: 820 MESA, EL PASO, TX 79902

Permit No: **EPTC25-02111**
CSEV25-00084

Issued: **10/29/2025**

Expires: **11/28/2025**

Applicant	Phone Number	Barricade Company
JOE DAUBACH 4150 PINNACLE STREET EL PASO, TX 79907	Applicant:915-820-6157 Barricade:915-240-9039	LEEDSMANN CONSTRUCTION INC. DBA TCS 3120 TRAWOOD DR EL PASO, TX 79936

WORK AUTHORIZED: SUN BOWL ASSOCIATION WILL BE HOLDING THEIR ANNUAL THANKSGIVING PARADE AT 820 MESA, REQUIRING LANE AND SIDEWALK CLOSURES PROVIDED BY TCS BARRICADE COMPANY. NO OVERNIGHT TC DEVICES, EQUIPMENT, OR DEBRIS ARE TO BE LEFT ON OR OFF THE WORK AREA. ACTIVE TCP MUST BE PRESENT AND FOLLOWED AT ALL TIMES WITH AT LEAST 10-FOOT TRAVEL LANES. RESIDENT, BUSINESS, AND EMERGENCY VEHICLES MUST HAVE ACCESS AT ALL TIMES.

TYPE OF TRAFFIC CONTROL SET UP: STREET CLOSURE AND LANE CLOSURES

Start Date: 11/27/2025 5:00AM

Expiration Date: 11/27/2025 2:00PM

Length of Term: Short

EVENT TIME
10:00AM-2:00PM

DECAL
INSTALLATIOIN
REMOVED FROM
TCP 11/04/25

PERMIT APPORVED
FOR COEP ROW
ONLY

*** NOTICE ***

1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.

2. THIS TRAFFIC CONTROL PERMIT AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE JOB SITE UNTIL COMPLETION OF THE PROJECT.

3. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT.

City Traffic Engineer

Contractor's, Owner's or Agent's Signature

Issued By Jose De Santiago

www.invarion.com

Date: 10/16/2024 Author: TCS ADAM MIJARES 915-216-7296 Project: SUN BOWL THANKSGIVING PARADE

Comments:
SET UP STREET CLOSURE AND LANE CLOSURE TO ALLOW
THE EVENT TO TAKE PLACE .

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Space of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55	L = WS	550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

EPTC25-02111

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

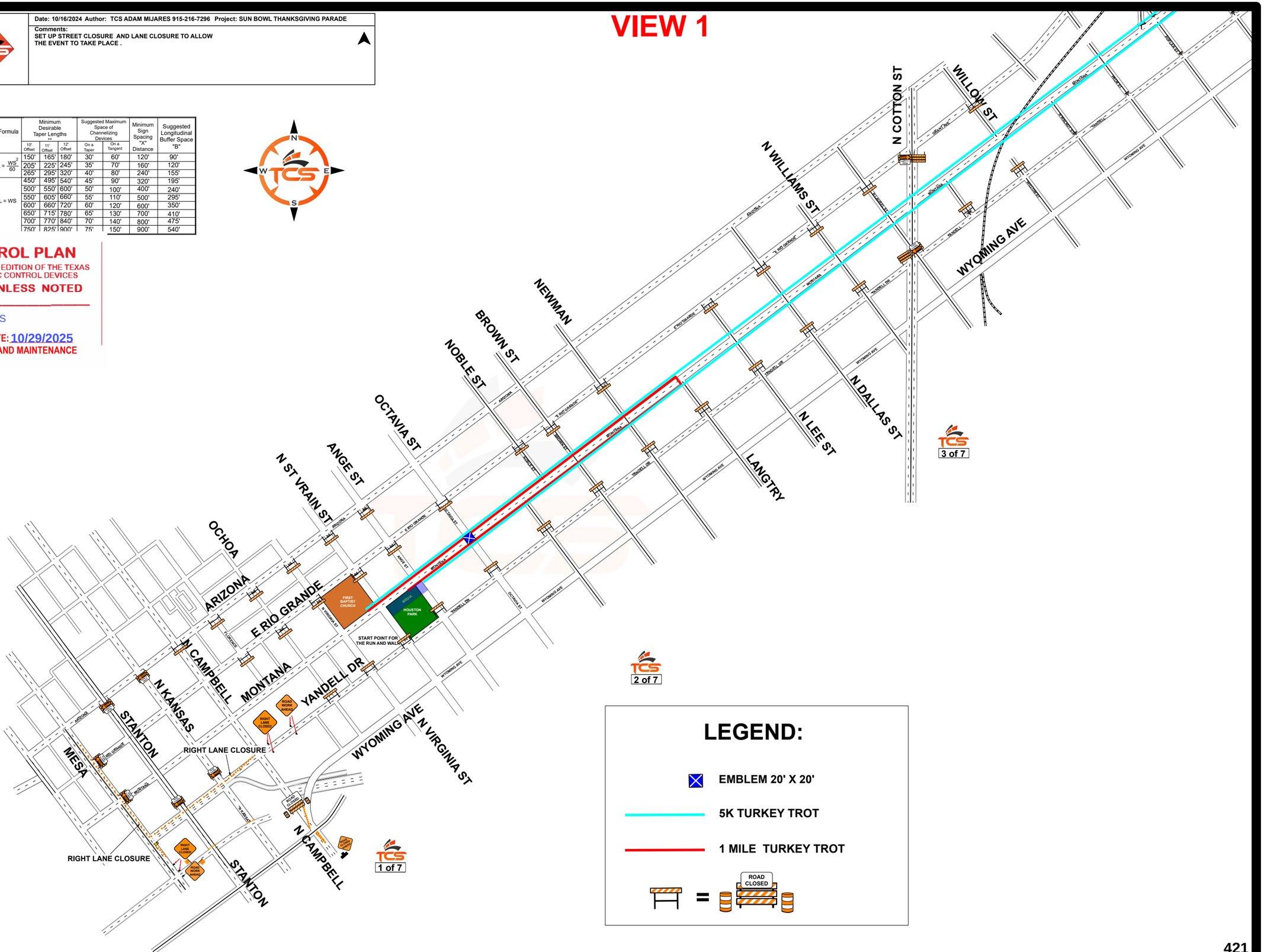
CLOSURE DATE: 11/27/25

Time: 5:00AM-2:00PM THURS

BY: _____ DATE: 10/29/2025

CITY OF EL PASO STREETS AND MAINTENANCE

VIEW 1



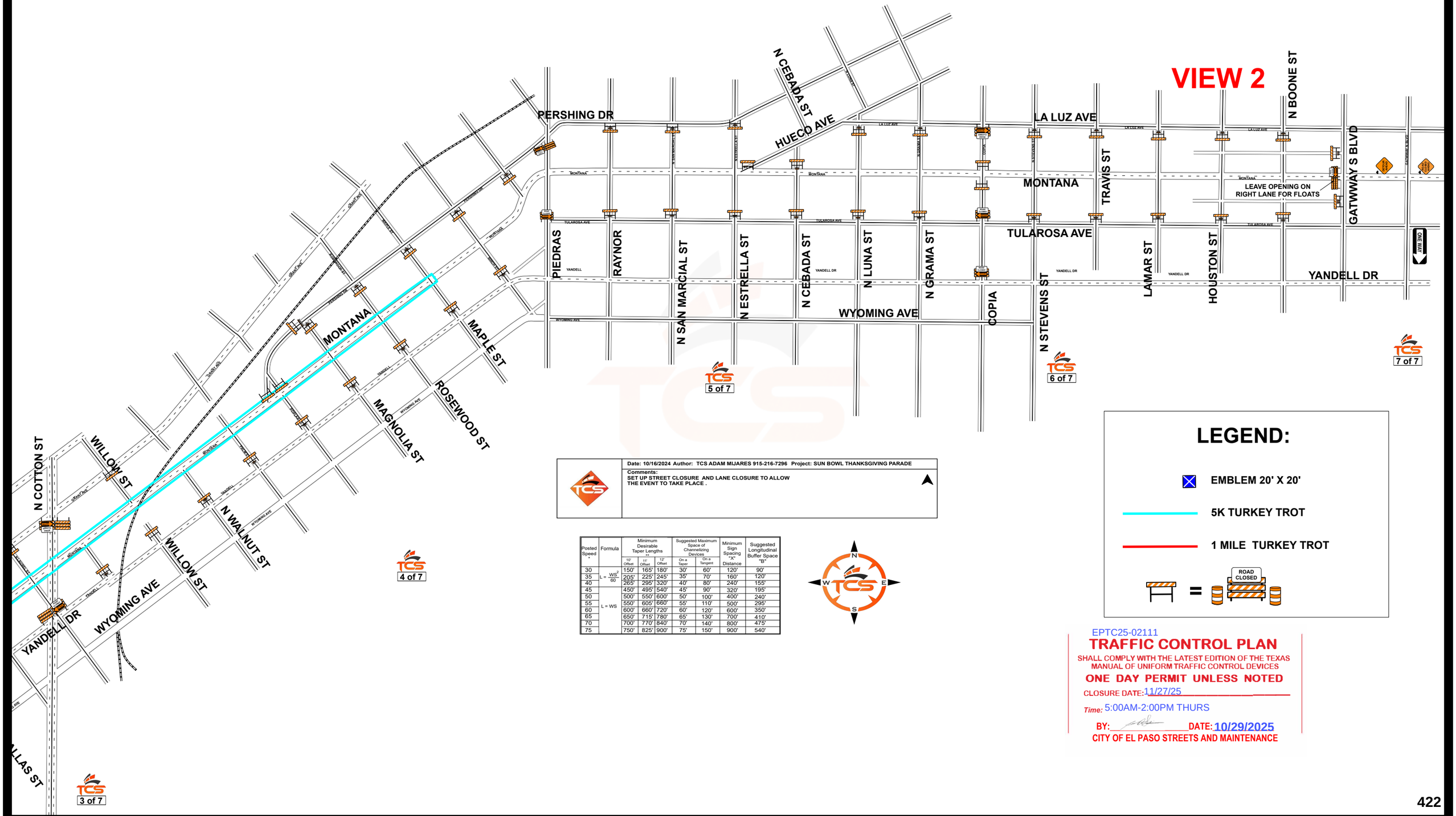
LEGEND:

- EMBLEM 20' X 20'
- 5K TURKEY TROT
- 1 MILE TURKEY TROT
- = ROAD CLOSED

www.invarion.com

VIEW 2

Manifest
100 x Barrier
100 x Channelizing Device
10 x R11-2 road closed R11-2
12 x W4-10 Detour W4-10L
10 x Sign Stand
6 x Barrel
3 x W4-10 W4-10
2 x CW23-1 road work ahead
2 x CW23-3 road closed ahead
1 x R6-1 one way (R)



	Date: 10/16/2024 Author: TCS ADAM MIJARES 915-216-7296 Project: SUN BOWL THANKSGIVING PARADE
	Comments: SET UP STREET CLOSURE AND LANE CLOSURE TO ALLOW THE EVENT TO TAKE PLACE .

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Space of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55	L = WS	550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

LEGEND:

- EMBLEM 20' X 20'
- 5K TURKEY TROT
- 1 MILE TURKEY TROT
- = ROAD CLOSED

EPTC25-02111

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: 11/27/25

Time: 5:00AM-2:00PM THURS

BY: _____ DATE: 10/29/2025

CITY OF EL PASO STREETS AND MAINTENANCE

EXHIBIT "B"

R E S O L U T I O N

WHEREAS, the Sun Bowl Association (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the Sun Bowl Thanksgiving Parade & Turkey Trot from 5:00 am to 2:00 pm on Thursday, November 27, 2025 (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of El Paso (hereinafter referred to as the "City") has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including Copia St. between La Luz Ave. and Tularosa Ave. within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the Sun Bowl Thanksgiving Parade & Turkey Trot from 5:00 am to 2:00 pm on Thursday, November 27, 2025, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Copia St. between La Luz Ave. and Tularosa Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

(Signatures begin on the following page)

APPROVED this _____ day of _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

_____
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for
_____
Philip F, Etiwe, Director
Planning & Inspections Department

EXHIBIT "C"

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Organization Information

Name of the Organization:		
Sun Bowl Association		
Address:		
4150 Pinnacle Street, Suite 100		
City	State	Zip Code
El Paso	Texas	79902
Phone		
9155334416		
E-Mail:		
bolivas@sunbowl.org; joe@sunbowl.org		

Contact Information

Name:		
Bernie Olivas		
Address:		
4150 Pinnacle Street, Suite 100		
City:	State:	Zip Code:
e	Texas	79902
Phone:		
915-533-4416, Bernie Olivas cell 915-490-7255, Joe Daubach cell 915-490-5975		
E-Mail:		
bolivas@sunbowl.org; joe@sunbowl.org		
Preferred Language:		
English ●	Español	

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Event Details

Name of the Event:
Sun Bowl Thanksgiving Day Parade & Turkey Trot

Location of the Event: (Event must take place in city limits or on park grounds)		
Montana Street from Mesa Street to US54		
City	**State**	**Zip Code**
El Paso	Texas	79902

Event Type: (Only Choose One)

Athletic Event	March	Procession	PD Escort
Bazaar	Block Party	Celebration	Festival
Sidewalk Sale	Street Dance	Street Display	● Other:

Target Audience: (Only Choose One)

18 Years +	21 Years +	● Families	Children	Teens

Does the event route or footprint cross or take place near/on Union Pacific railroad property?	
● Yes	No

Does the event route or footprint cross or take place near/on Streetcar right-of-way?	
● Yes	No

Does the event take place on a park?	
● No	Yes (List Park Name):

Does your event utilize a parking lot or private property? (If yes; see additional documentation below)	
No	● Yes (Provide Address): St Clements, Emergence Health Network, other various lot that

Additional Documentation

If your event will be utilizing a parking lot or private property please provide a letter on letterhead from the business manager, owner, property owner on letterhead. ***Further review will be required to ensure additional permits are not needed.**

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Parades Only

Where will you begin staging for your parade? (Provide the exact location)		
See maps; Montana/Mesa to Montana Campbell from Rio Grande to Yandel, pre-staging will take place on 11/26/25		
Address:		
Montana/Mesa to Montana/I54		
City:	State:	Zip Code:
El Paso	Texas	79902
How will the parade participants be released?		
All at Once	● In waves/groups	
Turn-by-Turn Directions: (Include this on your attached route; if utilizing MapMyRun provide the map link)		
see maps Turkey Trot - Montana from Virginia to right past Laurel Street Parade- Montana from Mesa to US-54		

Event Date(s) & Time, Traffic Control & Traffic Monitoring

Event Date		Event Time	
Start Date:	November 27, 2025	Start Time:	~~10 am~~ 5 am
End Date:	November 27, 2025	End Time:	2 pm
Traffic Control			
Start Date:	November 27, 2025	Start Time:	5 am
End Date:	November 27, 2025	End Time:	2 pm
Traffic Monitoring			
Start Date:	November 27, 2025	Start Time:	~~Defer to PD~~ 5 am
End Date:	November 27, 2025	End Time:	~~Defer to PD~~ 2 pm

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Expected Event Attendance (Whole numbers only)

Anticipated number of participants:
3,000-4,000
Anticipated number of event staff/volunteers:
600-700
Anticipated number of vehicles:
50-100
Type of Vehicle: (food truck, trailer, etc.):
military vehicles, cars, floats, street sweepers, motorcycles
Anticipated number of total people attending event:
200,000
How are the numbers above determined?
formula created and calculated by approximate number of people per block for 3 miles/ discuss with PD

Event Clean Up

The El Paso City Code requires applicants to clean the street, sidewalks, parks and other rights-of-way from all event litter and debris. In the event that the areas are not cleaned by the applicants, the City may perform such cleaning at a cost to the applicant. Arrangements may be made in advance to perform the cleaning, at a cost, by requesting the City Street Sweeping services below.

Who is responsible for the clean up of the event footprint? (Street, Sidewalk, Park, etc.)

● Applicant	City Street Sweeping	Downtown Management District	Third Party Service

Name and cell phone number of the on-site responsible person for clean up:	
Joe Daubach	9154905975

What is your cleaning and sanitation plan? (Be detailed)

as we have had in the past, 400-600 volunteer will be stationed per block along the entire parade route. Once the end

Will you have portable jons and/or handwashing stations? (If yes, list the company name and phone number)

● No	Yes:

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Event Clean Up continued

How many portable jons and/or handwashing stations will you have?	
Portable Jons: NA	Handwashing Stations: NA

Alcohol Sales and Consumption

Insurance and other provisions may be required when hosting, serving, consuming or selling on city right-of-way. All alcohol sales require a TABC license.

Will alcoholic beverages be sold, served or consumed at the event?
NO
Will alcoholic beverages be sold, served or consumed at a city park?
NO
Will alcoholic beverages be sold, served or consumed on city right-of-way?
NO
Is your event BYOB?
NO
ALCOHOL SALES ONLY—Trade Name of the TABC licensed applicant:
NO

Traffic Control Plan

Traffic control is normally not required for parades; however, it may vary on a case by case basis.

Barricade Company:	
Traffic Control Specialist (Sun Bowl Association contracts with), whomever the City contracts with	
Alley affected?	
● Yes	No
Description of Closure (Name of streets that are being closed):	
Please refer to the Emergency Management Plan	

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Police and Security

EPPD estimated cost for your event will be provided to you; the deposit is to be paid two (2) business days prior to your event date.

Will you be hiring the El Paso Police Department to conduct traffic control/enforcement for your event?

● Yes	No (Name of the licensed Texas Peace Officer Entity):

If you elected no for the question above submit a signed memo from the respective licensed Texas Peace Officer Entity on department letterhead indicating that they will be providing traffic enforcement services.

Will you be hiring security guards (armed/unarmed)?

● No	Yes (Number of Guards):

Name of the Company:

NA

Contact Person:

NA

Address:

NA

City:	State:	Zip Code:
NA		NA

Phone Number:

NA

E-Mail:

NA

Parking Meters

All parking meters requested for exclusive use will be bagged at 6:00AM on the start date selected; additional fees may apply.

Do you need parking meters **within the event** footprint to be bagged?

Yes	● No

Parking Meters continued

Do you need parking meters **outside the event** footprint to be bagged?	
Yes	● No
Start Date for Meter Bagging:	
End Date for Meter Bagging:	
Attach the meter numbers on a separate page.	

Fire & Safety

All temporary fencing, barriers and temporary structures must be detailed on the site plan. A public safety plan, crowd managers and/or fire guards may be required and must be approved by EPFD.
Will temporary fences or barriers be erected?
YES- please refer to Emergency Management Plan
Will temporary membrane structures be erected (tents/canopies)?
NO
Will stages or other structures be erected?
NO
Quantity and Size of Structure(s):
NA
Description/Purpose of Structure(s):
NA
How will you supply power to your event?
NA
Will the event feature or utilize fireworks/pyrotechnics?

Yes	● No

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Amplification Use

Amplification utilized during the event shall comply with the noise standards set forth in Chapter 9.40 (Noise) and 13.28

Will your event use amplified devices, microphones, speakers, instruments?

● Yes	No

How many of the following will you be using?

Microphones: NA	Speakers: TBD	Amplifiers: TBD	Other:

Purpose of Amplification: (Select only one)

Announcements	● Ambience	Concert	Advertising

Location description of amplification devices:

each float will have music playing on them (15-25 float), bands and other musical groups will play live without

Animals

Applicants are required to keep event footprint clean and free of animal excrement during the event.

Will your event feature animals?

No	● Yes (Breed and how many): horses approximately 60, dog from human society

How will the animals be used during the event?

show

Will on-site housing be provided?

Yes	● No

If Yes, describe housing:

Food Sales

Health permits are to be pulled separately through the health department.

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Food Sales continued

Will the event feature food, beverage or merchandise vendors?	
● Yes	No
Approximate number of food location:	
refer to Big Boy Concessions	
Approximate number of beverage locations:	
refer to Big Boy Concessions	
Approximate number of pre-packaged food locations:	
refer to Big Boy Concessions	
Approximate number of exposed food location:	
refer to Big Boy Concessions	

General Agreements

Please make sure that all required fields are filled in and/or checked. Incomplete applications will be rejected.

- ✔ I understand that at least 50% of the estimate for EPPD escort and street sweeping must be paid a minimum of 2 business days in advance prior to permit issuance or my event may be cancelled.
- ✔ I understand that at any estimate that is provided is only an approximation of the actual cost. I will be responsible for paying the full cost of the services provided to me, which may be higher than the estimates provided.
- ✔ If requesting street sweeping services: I hereby request that the City of El Paso provide the cleaning as indicated in the application and the city and its employees deem appropriate. I am obligated under the El Paso City code to keep the event footprint clean of all litter and debris; whether, caused by myself, participants or spectators to the event. I agree to pay the city for the cost of such cleaning services when I am billed within 30 days of receiving the invoice.
- ✔ I understand that the application fee is non-refundable.
- ✔ The information provided in this application as well as the supporting documents are true and correct.

Additional Documentation

Provide your legible route along with turn-by-turn directions.
Provide your legible site map.

EVENT PERMIT APPLICATION

Parades, Temporary & Special Events

CITY OF EL PASO ■ 811 TEXAS AVE. ■ EL PASO, TX 79901 ■ (915) 212-1563

Electronic Signature & Date

eSigned via SeamlessDocs.com

Bernardino Olivas Jr.

Key: cb0d572becc1559710d1c49893b3408a

05-05-2025

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name: BERNIE OLIVAS

Business Name: SUN BOWL ASSOCIATION

Agenda Item Type: _____

Relevant Department: _____

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

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

OR

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

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

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

Signature: _____ Date: 10/31/25

File #: 25-1391, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Jordan Furman to the El Paso Housing Finance Corporation by Mayor Renard U. Johnson.

Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Consent
Date of Council Meeting	11/18/25
Name of Board	El Paso Housing Finance Corporation

Agenda Posting Language

Appointment of Jordan Furman to the El Paso Housing Finance Corporation by Mayor Renard U. Johnson.

Appointment Type	Regular

Member Qualifications

A person whose duties include daily operations of the El Paso Housing Finance Corporation.

Nominee Name	Jordan Furman
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 8
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

[redacted]

Previous Appointee	Beatrice Santana-Gaskins
Reason for Vacancy	Resigned
Date of Appointment	11/18/25
Term Begins On	02/07/24
Term Expires On	02/07/30
Term	Unexpired Term

JORDAN FURMAN

CEO OF ASCENT HOLDINGS



EDUCATION

TEXAS CHRISTIAN UNIVERSITY | FORT WORTH, TX
NEELEY SCHOOL OF BUSINESS
BACHELOR OF BUSINESS ADMINISTRATION
MAY 2015

REGISTRATIONS

TEXAS REAL ESTATE SALESPERSONS LICENSE (LICENSE NO. 672091)

AFFILIATIONS

NATIONAL APARTMENT ASSOC. & TEXAS APARTMENT ASSOC.
TREC (THE REAL ESTATE COUNCIL) "YOUNG GUNS"
INTERNATIONAL COUNCIL OF SHOPPING CENTERS
SIGMA PHI EPSILON - ALUMNI
YPO NEXT GENERATION
GLOBAL REAL ESTATE – BOARD MEMBER
TCU – FOUNDING PRESIDENT
DALLAS/HOUSTON – MEMBER

YEARS OF EXPERIENCE:

10

Jordan Furman, CEO of Ascent EP Holdings, LLC ("Ascent Holdings") has over ten years of development and operational experience in the commercial real estate industry. Furman was involved with developments across the country from New York to Hawaii in all different asset types valued at over $4 Billion. The latter part of his career at Howard Hughes Corporation (NYSE:HHH) where he was involved with developing over 3,000 multifamily units, almost all of which were different building types from concrete high-rise to 3-story garden style product and everything in between.

Beyond his experience in multifamily, Furman was involved with other mixed-use projects, top ranked master planned communities, and the development of the tallest skyscraper in Chicago since the 1980s. Since leaving HHH, Furman has stayed in close contact with the ex-President of HHH and are now business partners. Furthermore, Furman's capital partners are made up of over 15 individuals, families, and corporations across the country. Not only does that portray trust but it serves as a framework for developing efficiently to yield attractive returns for his partners. Furman spent nearly 10 years in Dallas and later Houston before moving back to El Paso, his hometown, in 2021.

MULTI-FAMILY EXPERIENCE

Desert Commons West
Desert Commons East
Creekside Park The Grove | The Woodlands TX*
The Lane | The Woodlands TX*
Two Lakes Edge | The Woodlands TX*
Lakeside Row | Cypress TX*
Juniper Merriweather | Colombia, Maryland*
Tanager | Las Vegas*

*DENOTES WORK EXPERIENCE UNDER PREVIOUS FIRM

RESOLUTION

WHEREAS, the Housing Finance Corporation Act, Chapter 394 Local Government Code authorizes the creation of a Housing Finance Corporation; and

WHEREAS, the City of El Paso has approved the incorporation of the El Paso Housing Finance Corporation pursuant to the Housing Finance Corporations Act, which incorporation took place in 1979; and

WHEREAS, the Articles of Incorporation and the Articles of Amendment of the El Paso Housing Finance Corporation provide the appointment of members of the Board of Directors to be appointed by written resolution of the governing body of the City of El Paso, Texas.

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

That Jordan Furman be appointed to the Board of Directors of the El Paso Housing Finance Corporation to fill the term that ends February 7, 2030.

APPROVED this ___ day of _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



11/5/2025
_____
Karla M. Nieman
City Attorney

File #: 25-1379, **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, Sasho Andonoski, (915) 212-1092

AGENDA LANGUAGE:

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

For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of September 21, 2025 - October 20, 2025, for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

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

DEPARTMENT: City Manager's Office

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Sasho Andonoski **PHONE NUMBER:** (915) 212-1092

2nd CONTACT PERSON NAME: **PHONE NUMBER:**

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

6. Set the Standard for Sound Governance and Fiscal Management

SUBGOAL:

SUBJECT:

For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of September 21, 2025 – October 20, 2025, for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

BACKGROUND / DISCUSSION:

Per FY 2026 Budget Resolution, all Special Projects, Discretionary and P-Card transactions will be posted monthly to the City Council Agenda for notation and to the City's website to include the Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff expenditures under this section shall adhere with all relevant city and

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Sasho Andonoski Digitally signed by Sasho Andonoski Date: 2025.11.04 08:26:50 -07'00'

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

CITY COUNCIL SPECIAL PROJECTS OR DISCRETIONARY FUNDS EXPENDITURES

OCTOBER 2025

DISTRICT	VENDOR	DATE	AMOUNT	DESCRIPTION
DISTRICT 4	EXERPLAY INC	6/10/2025	$ 389.50	Plaque
DISTRICT 4	EXERPLAY INC	6/10/2025	$ 585.00	Freight
DISTRICT 4	EXERPLAY INC	6/10/2025	$ 1,472.50	Bench

`

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/1/2025	$ 50.00	for renewal of TCAA membership for Jesus Quintanilla
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/1/2025	$ 50.00	for renewal of TCAA membership Carlos Gomez
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/1/2025	$ 50.00	for renewal of TCAA membership
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/1/2025	$ 50.00	for renewal of TCAA membership Roberta Brito
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/1/2025	$ 50.00	for renewal of TCAA membership Miguel Talamantes
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/1/2025	$ 50.00	for renewal of TCAA membership Wendi Vineayrd
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/1/2025	$ 50.00	for renewal of TCAA membership Carlos Armendariz
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/1/2025	$ 50.00	for renewal of TCAA membership Karla Saenz
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/1/2025	$ 50.00	for renewal of TCAA membership Russell Abeln
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/1/2025	$ 50.00	for renewal of TCAA membership for MAtt Marquez
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/1/2025	$ 50.00	for renewal of TCAA membership EricGutierrez
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/1/2025	$ 50.00	for renewal of TCAA membership Juan GOnzalez
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/7/2025	$ 80.00	for city attorney Karla Nieman to be registered as a member of the TCAA. this has been ongoing in the office for several years.
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/7/2025	$ 50.00	for City attorney Karla Nieman to be registered as a member of the TCAA. this has been ongoing in the office for several years.
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/7/2025	$ 50.00	for Senior attorney Russell Abeln to be registered as a member of the TCAA. this has been ongoing in the office for several years.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/7/2025	$ 50.00	for attorney Eric Gutierrez to be registered as a member of the TCAA. this has been ongoing in the office for several years.
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/7/2025	$ 40.00	to enroll for the paralegals to attend a paralegal webinar for paralegal day. Approved by City Attorney
CITY ATTORNEY	Garcia Sandra	Paypal	10/16/2025	$ 50.00	for attorney Sarah Hartnett to be registered as a participating member of the TCAA
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	9/22/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	9/24/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	9/25/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	9/25/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	9/30/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	9/30/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/1/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/1/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/2/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/6/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/6/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/6/2025	$ 7.50	Fee for uploading documents to the AG portal.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/6/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/6/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/7/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/8/2025	$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/9/2025	$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/15/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/15/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/15/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/16/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Villegas Bergen	Epshrm	9/23/2025	$ 105.00	Purchase of registration for Assistant City Attorney, Sarah Hartnett, to attend EPSHRM September Legal Seminar.
CITY ATTORNEY	Villegas Bergen	Epshrm	9/23/2025	$ 105.00	Purchase of registration for Assistant City Attorney, Karla Saenz, to attend EPSHRM September Legal Seminar.
CITY ATTORNEY	Villegas Bergen	Epshrm	9/23/2025	$ 105.00	Purchase of registration for Assistant City Attorney, Roberto Aguinaga, to attend EPSHRM September Legal Seminar.
CITY ATTORNEY	Villegas Bergen	Southwes	10/10/2025	$ 716.94	Purchase of round-trip flight for Assistant City Attorney, Joyce Garcia, to attend UT Law Expo in Austin, TX.
CITY ATTORNEY	Villegas Bergen	Southwes	10/10/2025	$ 716.94	Purchase of round-trip flight for Deputy City Attorney, Sergio Estrada, to attend UT Law Expo in Austin, TX.
CITY ATTORNEY	Villegas Bergen	Southwes	10/14/2025	$ 696.37	Purchase of round-trip flight for City Attorney Support Staff, Bergen Villegas, to attend Synergy/Software Conference in Orlando, FL.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Villegas Bergen	Southwes	10/14/2025	$ 677.36	Purchase of round-trip flight for City Attorney Support Staff, Morgan Furr, to attend Synergy/Software Conference in Orlando, FL.
CITY MANAGER	Argumedo Angel	Canva* I04665-52031137	10/10/2025	$ 120.00	Canva account for Urban Planning and Design
CITY MANAGER	Argumedo Angel	Canva* I04665-52031137	10/16/2025	$ (7.43)	Tax refund for Canva account for City Plan and design
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	9/23/2025	$ 32.45	Subtitles and captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Linktree* Linktree	9/23/2025	$ (0.52)	Credit for LinkTree application that Comms uses to promote City Services and Programs
CITY MANAGER	Cruz-Acosta Laura	Psi Exams	9/29/2025	$ 175.00	City TV Drone License/Certification test.
CITY MANAGER	Cruz-Acosta Laura	Facebk *2c7ux6vuk2	10/1/2025	$ 49.93	Social Media community outreach for ESD Cleanups, D1 Dance Day, Parks Cowboy Boots Event
CITY MANAGER	Cruz-Acosta Laura	Amazon Prime	10/4/2025	$ 14.99	Amazon Prime Purchase fee for Office Supplies
CITY MANAGER	Esquivel Luz	Regency Printing Inc	9/26/2025	$ 65.00	Posters for the Leadership event. Posters were used in some of the City departments booths.
CITY MANAGER	Monsivais Rosa Maria	14th Annual Southwest	9/30/2025	$ 9.56	Southwest Women's conference ticket fee- Ticket purchased for DCM Guerra
CITY MANAGER	Sepulveda Denice	Target 00008490	9/24/2025	$ 93.97	missing supplies for workbooks for the program-based budgeting sessions, we will host a total of 8. Approved supply purchases by Roman Sanchez
CITY MANAGER	Sepulveda Denice	Tst*district Coffee Co	9/25/2025	$ 58.94	Items purchased for 2nd Program based budgeting workshops, hosted 30 DH and DCMs from 8-1, approved by Roman Sanchez. BT pending
CITY MANAGER	Sepulveda Denice	Dunkin #302466 Q35	10/9/2025	$ 59.67	items purchased for Program based budgeting and SPS sessions with CMO and DHs, approved by Roman Sanchez. Dept will be submitting a BT to move monies for this
CITY MANAGER	Sepulveda Denice	Dunkin #302466 Q35	10/9/2025	$ 13.39	items purchased for Program based budgeting and SPS sessions with CMO and DHs, approved by Roman Sanchez. Dept will be submitting a BT to move monies for this
CITY MANAGER	Sepulveda Denice	Dunkin #302466 Q35	10/16/2025	$ 101.14	items purchased for Program based budgeting and SPS sessions with CMO and DHs, approved by Roman Sanchez. Dept will be submitting a BT to move monies for this

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 01	Acosta Gladys	Wal-Mart #1015	9/25/2025	$ 42.60	Refreshments and Supplies for September Community Meeting
DISTRICT 01	Acosta Gladys	Crazymonkeystickersweb	10/2/2025	$ 45.00	Stickers for District 1 Tabling Events
DISTRICT 01	Acosta Gladys	Wal-Mart #4105	10/4/2025	$ 23.88	Donuts for Volunteers and Participants of District 1 Neighborhood Cleanup
DISTRICT 01	Acosta Gladys	Wal-Mart #0512	10/6/2025	$ 59.97	Table for District Events that require tabling
DISTRICT 01	Acosta Gladys	Viva Cafe	10/14/2025	$ (31.00)	Reimbursement for Delivery Fee charged for National Dance Day Breakfast Burritos that office ended up picking up instead.
DISTRICT 01	Acosta Gladys	Wm Supercenter #4415	10/16/2025	$ 45.72	Candy and Snacks for Community Trunk or Treat at Empower Behavioral Health
DISTRICT 02	Carlos Diego	Mailchimp	10/3/2025	$ 26.50	newsletter service
DISTRICT 02	Carlos Diego	Canva* I04658-48452437	10/3/2025	$ 14.99	Graphic design
DISTRICT 03	Jimenez Melody	Linktree* Linktree	9/24/2025	$ 9.54	this expenditure is to pay for our link tree in which we provide community outreach/ information to our constituents electronically
DISTRICT 03	Jimenez Melody	Sams Club #6502	10/3/2025	$ 32.38	purpose of this expense is to provide snacks and drinks for constituents and volunteers to have when attending community clean up event for D3
DISTRICT 03	Jimenez Melody	Taco Cabana 20272	10/4/2025	$ 68.17	purpose of this expense is to provide a small breakfast item for constituents and volunteers to have when attending community clean up event for D3
DISTRICT 03	Jimenez Melody	Dunkin #302466 Q35	10/4/2025	$ 21.53	purpose of this expense is to provide a coffee for constituents and volunteers to have when attending community clean up event for D3
DISTRICT 03	Jimenez Melody	Taco Cabana 20272	10/8/2025	$ 45.44	purpose of this expense is to provide a small breakfast item for constituents to have when attending community meeting
DISTRICT 03	Maldonado-Rocha Deanna	Dunkin #302466 Q35	9/24/2025	$ 43.06	Provided light breakfast for constituents attending the District 3 Community Meeting
DISTRICT 03	Maldonado-Rocha Deanna	Sams Club #8280	9/24/2025	$ 35.88	Provided light breakfast for constituents attending the District 3 Community Meeting

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 03	Maldonado-Rocha Deanna	Miracleleag	9/30/2025	$ 200.00	Attended to support the Miracle League's Banquet, recognizing and celebrating the organization's contributions to inclusive recreation and community engagement.
DISTRICT 03	Maldonado-Rocha Deanna	Cci	10/5/2025	$ 91.00	Monthly charge for email distribution service for D3 office newsletter
DISTRICT 03	Maldonado-Rocha Deanna	Canva* I04669-44626443	10/14/2025	$ 12.99	Monthly charge for graphic design making service for D3 office.
DISTRICT 04	Trejo Cynthia	Fair Data Llc	10/6/2025	$ 1,447.80	District 4 Communication to constituents via SMS
DISTRICT 04	Trejo Cynthia	Canva* I04666-40095535	10/11/2025	$ 30.00	Professional Services Software for Newsletters
DISTRICT 05	Aguilar Mike	Jcpenney 2960	10/15/2025	$ 99.98	Purchased Office Polo's
DISTRICT 06	Fierro Art	Sq *vago Promotions	9/23/2025	$ 200.00	Payment for two luchadores to attend Movies at the Park as entertainment.
DISTRICT 06	Fierro Art	Big Boy Concessions	9/24/2025	$ 132.58	popcorn and chicharrines for movies at the park event 9.27.2025
DISTRICT 06	Maldonado Mariaelena	Big Boy Concessions	9/27/2025	$ 34.32	Dry ice for Otter Pops given at Movies at the park
DISTRICT 06	Maldonado Mariaelena	Swank Motion Pictures In	9/29/2025	$ 510.00	Movie rights for Nacho Libre
DISTRICT 06	Maldonado Mariaelena	Gannett Media Co	10/1/2025	$ 89.00	El Paso Times yearly subscription
DISTRICT 08	Abbas Tatiana	In *tovar Printing, Inc.	9/30/2025	$ 80.00	Printing of business cards for sharing District 8 contact information.
DISTRICT 08	Abbas Tatiana	Wm Supercenter #1015	10/9/2025	$ 119.88	Purchase of bagged candy for joint community event, sparkling water for office and mints (Smarties) for office.
DISTRICT 08	Abbas Tatiana	Wm Supercenter #1015	10/9/2025	$ 47.78	Purchase of bagged candy for joint community event, sparkling water for office and mints (Smarties) for office.
DISTRICT 08	Rodriguez Alma	In *proaction, Inc.	10/7/2025	$ 300.00	First aid services for Segundo Barrio Block Party 2025. Expense coming from fiscal year 2025.

File #: 25-1393, **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
Office of the Comptroller, Margarita Marin, (915) 212-1174

AGENDA LANGUAGE:

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

For Notation Only - Delinquent Hotel Occupancy Tax Report as of October 31, 2025.

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

DEPARTMENT: Office of the Comptroller

AGENDA DATE: November 18, 2025

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Margarita Marin – DCFO-Comptroller – 915-212-1174

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 6: Set the Standard for sound governance and fiscal management

SUBGOAL: 6.6 Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

SUBJECT:

For Notation Only,- Delinquent Hotel Occupancy Tax Report as of 10/31/2025

BACKGROUND / DISCUSSION:

On the August 19, 2025 Regular City Council Meeting, The City Council directed the City Manager to provide quarterly status updates on a regular city council meeting agenda on Delinquent Hotel Occupancy Tax.

PRIOR COUNCIL ACTION:

City Council accepted the results of Round 9 of the Hotel Occupancy Tax Audit.

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)

Hotel Delinquency Report
As of 10/31/2025

Owner/Management	Address	Total	Status
Bapa Sitaram LLC	5034 N. Desert Blvd	230,774.97	With Office of the Comptroller Collection Process
Del Sol Rr LLC	3500 Joe Battle Blvd.	25,160.83	With Office of the Comptroller Collection Process
Diamond Star Sr LLC	1091 Doniphan Park Circle	2.29	With Office of the Comptroller Collection Process
EH EL PASO JV LLC	10740 Montana Ave.	16,643.37	With Office of the Comptroller Collection Process
ELP Mc Venture LLC	6610 International Road	32,757.08	With Office of the Comptroller Collection Process
K&K Hotel Group	7550 Remcon Circle	39,460.98	With Office of the Comptroller Collection Process
K&K Hotel Group	7944 Gateway Blvd E	43,956.78	With Office of the Comptroller Collection Process
K&K Hotel Group - ELP Cielo Vista LLC	9125 Gateway West Blvd.	22,894.72	With Office of the Comptroller Collection Process
K&K Hotel Group - ELP Lomaland LLC	11033 Gateway West Blvd.	50,066.23	With Office of the Comptroller Collection Process
Kalad Hotels LLC	949 Sunland Park Dr	1,917.39	With External Legal Collection Firm
LF3 El Paso LLC	900 Sunland Park Drive	271,353.13	With Office of the Comptroller and the City's Internal Audit Department
LF3 El Paso Univeristy Trs LLC	111 W University Ave	335,708.20	With Office of the Comptroller and the External Legal Collection Firm
NEXGEN HOSPITALITY V LLC	6635 Gateway West Blvd.	1,026.08	With Office of the Comptroller Collection Process
Relianse El Placer East LLC	12211 Gateway West	56,312.82	With External Legal Collection Firm
Relianse Extv LLC	500 Executive Center Blvd	164,682.88	With External Legal Collection Firm
Relianse Land M6 LLC	1330 Lomaland Drive	149,408.29	With External Legal Collection Firm
Relianse Loma S6 Tx LLC	11049 Gateway Boulevard West	87,191.66	With External Legal Collection Firm
Relianse Mesa LLC	7620 N Mesa Street	195,720.50	With External Legal Collection Firm
Relianse RR LLC	7530 Remcon Circle	213,504.82	With External Legal Collection Firm
Relianse Yar LLC	900 N Yarbrough Dr	404,174.78	With External Legal Collection Firm
Rim Mesa LLC	7651 N Mesa St	8,335.14	With Office of the Comptroller Collection Process
Sai El Paso LLC	10635 Gateway Blvd W	6,241.09	With Office of the Comptroller Collection Process
SPR Lodging LLC	5035 S Desert Boulevard	15,777.96	With Office of the Comptroller Collection Process
		$ 2,373,071.99	

File #: 25-1371, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Tax, Maria O. Pasillas, (915) 212-1737

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

The request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order(s) to increase contract 2016-891R Delinquency Tax Collection Services to Delgado, Acosta, Spencer, Linebarger & Perez, LLP and Appraisal & Collection Technologies LLC. This change order will increase referenced contract by $360,000.00 for a total estimated amount not to exceed $1,950,000.00. This change order will add capacity to the contract to cover services until the expiration of the contract, December 2026.

Department:	Tax Office
Award to:	Delgado, Acosta, Spencer, Linebarger & Perez, LLP and Appraisal & Collection Technologies LLC
City & State:	San Antonio, TX
Current Contract Estimated Award:	$1,590,000.00
Change Order Amount:	$360,000.00
Total Estimated Award	$1,950,000.00
Account(s)	206-3700-19040-522020
Funding Source(s):	Enterprise Funds
District(s):	All

This was a Request for Qualifications - Services Contract.

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

DEPARTMENT: Tax Office
Purchasing & Strategic Sourcing
AGENDA DATE: November 18, 2025
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Maria O. Pasillas, Tax Assessor & Collector **PHONE NUMBER:** (915) 212-1737
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: All

SUBJECT:
The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2016-891R Delinquency Tax Collection Services to Delgado, Acosta, Spencer, Linebarger & Perez, LLP and Appraisal & Collection Technologies LLC. This change order will increase referenced contract by $360,000.00 for a total estimated amount not to exceed $1,950,000.00.

BACKGROUND / DISCUSSION:
This change order will add capacity to the contract to cover services until the expiration of the contract, December 2026.

COMMUNITY AND STAKEHOLDER OUTREACH:
N/A

SELECTION SUMMARY:
N/A

CONTRACT VARIANCE:
N/A

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
On October 4, 2016, City Council approved the award of contract Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2016-891R Delinquency Tax Collection Services to Delgado, Acosta, Spencer, Linebarger & Perez, LLC and Appraisal & Collection Technologies LLC., for a five (5) year term and five (5) year-option to extend for a total estimated award of $1,590,000.00.

AMOUNT AND SOURCE OF FUNDING:
Amount: $ 1,950,000.00
Funding Source: Enterprise Fund
Account: 206-3700-19040-522020

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

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

NAME	AMOUNT ($)
Form was provided to the applicant	N/A

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

DEPARTMENT HEADS:

Maria O. Pasillas

Maria O. Pasillas, Tax Assessor & Collector

for _____

Claudia A. Garcia – Director of Purchasing & Strategic Souring

Project Form
Change Order

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

Please place the following item on the Consent Agenda for the City Council Meeting of November 18, 2025.

Award Summary:

The request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order(s) to increase contract 2016-891R Delinquency Tax Collection Services to Delgado, Acosta, Spencer, Linebarger & Perez, LLP and Appraisal & Collection Technologies LLC. This change order will increase referenced contract by $360,000.00 for a total estimated amount not to exceed $1,950,000.00. This change order will add capacity to the contract to cover services until the expiration of the contract, December 2026.

Department:	Tax Office
Award to:	Delgado, Acosta, Spencer, Linebarger & Perez, LLP and Appraisal & Collection Technologies LLC
City & State:	San Antonio, TX
Current Contract Estimated Award:	$1,590,000.00
Change Order Amount:	$360,000.00
Total Estimated Award	$1,950,000.00
Account(s)	206-3700-19040-522020
Funding Source(s):	Enterprise Funds
District(s):	All

This was a Request for Qualifications – Services Contract.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Adrian Garza
Business Name	Appraisal & Collection Technologies, LLC
Agenda Item Type	Change order
Relevant Department	Tax Office

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

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

OR

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

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

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

Signature: Adrian Garza Digitally signed by Adrian Garza Date: 2025.10.30 10:25:30 -05'00' Date: 10/30/2025

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name _____

Business Name Delgado Acosta Spencer Linebarger & Perez, LLP

Agenda Item Type _____

Relevant Department _____

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

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OR

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

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

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

Signature: _____ Date: 10-30-2025

File #: 25-1375, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 2
Purchasing and Strategic Sourcing, Claudia A, Garcia, (915) 212-0043
Police, Chief Peter Pacillas, (915) 212-4305

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

The award of Solicitation 2025-0458 Security Services Police to TriCorps Security Inc., for a three (3) year term for an estimated amount of $522,823.68. This contract will provide daily security guard services for the headquarters of the City of El Paso Police Department.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $49,623.68, which represents a 10.49% increase due to additional service hours and increase in hourly rates.

Department:	Police
Award to:	TriCorps Security Inc.
City & State:	Oklahoma City, OK
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$174,274.56
Initial Term Estimated Award:	$522,823.68
Option Term Estimated Award:	N/A
Total Estimated Award	$522,823.68
Account(s)	321-1000-522120-21100
Funding Source(s):	General Fund
District(s):	2

This was a Best Value Bid Procurement - services contract.

The Purchasing & Strategic Sourcing and Police Departments recommend award as indicated to TriCorps Security Inc., the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

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

DEPARTMENT: Police
Purchasing & Strategic Sourcing
AGENDA DATE: November 18, 2025
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Peter Pacillas, Chief of Police **PHONE NUMBER:** (915) 212-4305
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: 2

SUBJECT:
The award of solicitation 2025-0458 Security Services Police to TriCorps Security Inc., for a three (3) year term for an estimated amount of $522,823.68.

BACKGROUND / DISCUSSION:
This contract will provide daily security guard services for the headquarters of the City of El Paso Police Department.

COMMUNITY AND STAKEHOLDER OUTREACH:
A pre-bid meeting was held on August 20, 2025. Four (4) suppliers were in attendance.

SELECTION SUMMARY:
Solicitation was advertised on August 12, 2025 and August 19, 2025. The solicitation was posted on City website on August 12, 2025. There were a total of twenty (20) viewers online; six (6) bids were received; one (1) from local suppliers.

CONTRACT VARIANCE:
The difference based in comparison to the previous contract is as follows: An increase of $49,623.68, which represents a 10.49% increase due to additional service hours and increase in hourly rates.

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $522,823.68
Funding Source: General Fund
Account: 321-1000-522120-21100

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

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

NAME	AMOUNT ($)
Form was provided to the applicant	N/A

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

DEPARTMENT HEAD:

Peter Pacillas, Chief of Police

for

Claudia A. Garcia – Director of Purchasing & Strategic Souring

Project Form
Best Value Bid

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

Please place the following item on the Consent Agenda for the City Council Meeting of November 18, 2025.

Award Summary:
The award of solicitation 2025-0458 Security Services Police to TriCorps Security Inc., for a three (3) year term for an estimated amount of $522,823.68. This contract will provide daily security guard services for the headquarters of the City of El Paso Police Department.

Contract Variance:
The difference based in comparison to the previous contract is as follows: The difference based in comparison to the previous contract is as follows: An increase of $49,623.68, which represents a 10.49% increase due to additional service hours and increase in hourly rates.

Department:	Police
Award to:	TriCorps Security Inc.
City & State:	Oklahoma City, OK
Item(s):	ALL
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$174,274.56
Initial Term Estimated Award:	$522,823.68
Option Term Estimated Award:	N/A
Total Estimated Award	$522,823.68
Account(s)	321-1000-522120-21100
Funding Source(s):	General Fund
District(s):	2

This was a Best Value Bid Procurement – services contract

The Purchasing & Strategic Sourcing and Police Departments recommend award as indicated to TriCorps Security Inc., the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

CITY OF EL PASO BEST VALUE SCORESHEET

PROJECT: 2025-0458 Security Services Police

Evaluation of Submittal

	MAX POINTS	Night Eyes Protective Services, Inc.	TriCorps Security Inc.	Vets Securing America Inc.	Aventus Security	Blackstone Security Services of Texas, Inc.	Honeybadger Solutions LLC
Factor A - Price					Bid deemed non-responsive	Bid deemed non-responsive	Bid deemed non-responsive
	35	$ 553,392.00	$ 522,823.68	$ 889,116.48			
		33.07	35.00	20.58			
Factor B - Experience – Comparable Contracts							
	35	31.00	32.28	31.72			
Factor C - References							
	10	10.00	6.67	6.67			
Factor D – Employeee Medical Benefits and Incentives							
	10	2.00	2.00	2.00			
Factor E – Operational Factor							
	10	8.67	10.00	10.00			
TOTAL SCORE	100	84.73	85.95	70.97			
Rank		2	1	3			

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Security Services Police **BID NO: 2025-0458**

BID DATE: September 10, 2025 **DEPARTMENT: Police Department**

			Aventus Security North Hollywood, CA			Honeybadger Solutions LLC Glendale, AZ			Blackstone Security Services of Texas, Inc. Troy, MI		
			Bidder 1 of 6			Bidder 2 of 6			Bidder 3 of 6		
Item No.	Description	Estimated Annual Hours (A)	Hourly Bill Rate (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Hourly Bill Rate (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Hourly Bill Rate (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	Commissioned Security Guards- Armed	8,784	$ 30.00	$ 263,520.00	$ 790,560.00	$ 50.00	$ 439,200.00	$ 1,317,600.00	$ 25.00	$ 219,600.00	$ 658,800.00
Total					$ 790,560.00			$ 1,317,600.00			$ 658,800.00
OPTION TO EXTEND THE TERM OF THE AGREEMENT											
THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.											
BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:											
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)			**X**			**N/A**			**X**		
NO OPTION OFFERED						**N/A**					
AMENDMENTS ACKNOWLEDGED:			**X**			**N/A**			**X**		

Approved by X_____/s/
Date Approved_____9/22/2025

			Night Eyes Protective Services, Inc El Paso, TX			TriCorps Security Inc. Oklahoma City, OK			Vets Securing America, Inc. dba Vets Securing America San Antonio, TX		
			Bidder 4 of 6			Bidder 5 of 6			Bidder 6 of 6		
Item No.	Description	Estimated Annual Hours (A)	Hourly Bill Rate (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Hourly Bill Rate (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Hourly Bill Rate (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	Commissioned Security Guards- Armed	8,784	$ 21.00	$ 184,464.00	$ 553,392.00	$ 19.84	$ 174,274.56	$ 522,823.68	$ 33.74	$ 296,372.16	$ 889,116.48
Total					$ 553,392.00			$ 522,823.68			$ 889,116.48
OPTION TO EXTEND THE TERM OF THE AGREEMENT											
THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.											
BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:											
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)				X							
NO OPTION OFFERED							X			X	
AMENDMENTS ACKNOWLEDGED:				X			X			X	

BIDS SOLICITED: 370 LOCAL BIDS SOLICITED: 125 BIDS RECEIVED: 6 LOCAL BIDS RECEIVED: 1 NO BID: 5

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved by X /s/
Date Approved 9/22/2025

2025-0458 Security Guard Services Views List			
Participant Type	Participant Name	City	State
1	TriCorps Security, Inc	Oklahoma City	OK
2	Night Eyes Protective Services, INC	El Paso	TX
3	Vets Securing America, Inc (Vets Securing America)	San Antonio	TX
4	Blackstone Security Services, Inc. of Texas	EL PASO	TX
5	Aventus Security	Los Angeles	CA
6	American Global Security, Inc.	Chatsworth	CA
7	Border Industrial Solutions LLC	El Paso	TX
8	Construction Reporter	Albuquerque	NM
9	ekenex ventures and services	dallas	TX
10	Lovett's Bookkeeping LLC (Nayda Yolanda Lovett)	El Paso	TX
11	Mike Garcia Merchant Security, LLC	El Paso	TX
12	Oscar Mike Security LLC	Sealy	TX
13	Pro-Fit Outfitters	Navasota	TX
14	PyroCom Systems, Inc.	El Paso	TX
15	Securitas	Oklahoma City	OK
16	Texas Veteran Security	San Antonio	TX
17	The Car Care Pro Collision and Dent repair	El paso	TX
18	The Open Source Research	Sterling	VA
19	Troy Industries Inc.	Clarksville	TN
20	Universal Protection Service, LP dba Allied Universal Security Services	Santa Ana	CA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Sarah Burrows
Business Name	TriCorps Security, Inc.
Agenda Item Type	
Relevant Department	

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

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

OR

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

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

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

Signature: Sarah Burrows Digitally signed by Sarah Burrows Date: 2025.10.29 15:30:33 -05'00' Date: 10/29/2025

File #: 25-1361, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Dr. Roberto Moreno, for the purchase price of $130,000.00; such real property municipally known and numbered as 331 W. Missouri, El Paso, Texas.

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

DEPARTMENT: Real Estate

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE: 12/2/25

CONTACT PERSON NAME: Mary Lou Espinoza **PHONE NUMBER:** (915) 212-0825

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL:

No. 1: Cultivate an environment conducive to strong, economic development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

An ordinance authorizing the conveyance of real property owned by the City of El Paso to Dr. Roberto Moreno, for the purchase price of $130,000.00; such real property municipally known and numbered as 331 W. Missouri, El Paso, Texas.

BACKGROUND / DISCUSSION:

The City of El Paso desires to sell the real property parcel identified municipally as 331 West Missouri Avenue, PID 391174, consisting of approximately 0.14 acres of vacant land, that is proposed to be conveyed to Dr. Roberto Moreno.

The city-owned parcel was marketed through a licensed real estate broker in accordance with Texas Local Government Code Section 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for the sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Executive Session September 29, 2025.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO DR. ROBERTO MORENO, FOR THE PURCHASE PRICE OF $130,000.00; SUCH REAL PROPERTY MUNICIPALLY KNOWN AND NUMBERED AS 331 W. MISSOURI, EL PASO, TEXAS.

WHEREAS, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

WHEREAS, the property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code, Chapter 253.

WHEREAS, the City of El Paso wishes to effectuate the sale of this property.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property municipally known and numbered as 331 Missouri, El Paso, Texas, and legally described as Lots 18 and 19, Block A, Stevens Addition, City of El Paso, El Paso County, Texas, for the purchase price of $130,000.00.

That the City Manager or designee is authorized to: (1) execute a Contract of Sale with Dr. Roberto Moreno, (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

ADOPTED this _____ day of _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
331 Missouri, El Paso, TX 79901

This Contract of Sale ("**Agreement**") is made this 29th day of October, 2025 ("**Effective Date**") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and Dr. Roberto Moreno ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:

1. Lots 18 and 19, Block A, STEVENS ADDITION, an Addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Book 2, Page 60, Real Property Records of El Paso County, Texas., as further described in **Attachment "A"**, the "**Property**".

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $130,000.00 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $1,300.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

    a. Any "as-built" plans for any improvements on the Property, if any;

    b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

    c. All environmental reports of the Property and the improvements on the Property.

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes to representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE. The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.

3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.

4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or

c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to

postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "B"**;

2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;

3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and

4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.

2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.

3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.

C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller:

The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890
CityManager1@elpasotexas.gov

Copy:	City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890 CityAttorney@elpasotexas.gov
Copy:	City of El Paso Capital Assets Manager, Real Estate P.O. Box 1890 El Paso, Texas 79950-1890 RealEstate@elpasotexas.gov
To the Buyer:	Dr. Roberto Moreno 2121 N. St. Vrain St. El Paso, Texas 79902

E. CONFIDENTIALITY. The Buyer 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 Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond

either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. COUNTERPARTS. The parties may execute this Agreement in counterparts.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____ 2025.

SELLER:
CITY OF EL PASO, TEXAS

By: _____
Dionne Mack, City Manager

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

_____
Notary Public, State of Texas

My commission expires:

_____

EXECUTED by Buyer the 29th day of October, 2025

BUYER:
Dr. Roberto Moreno

By: _____
Dr. Roberto Moreno

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

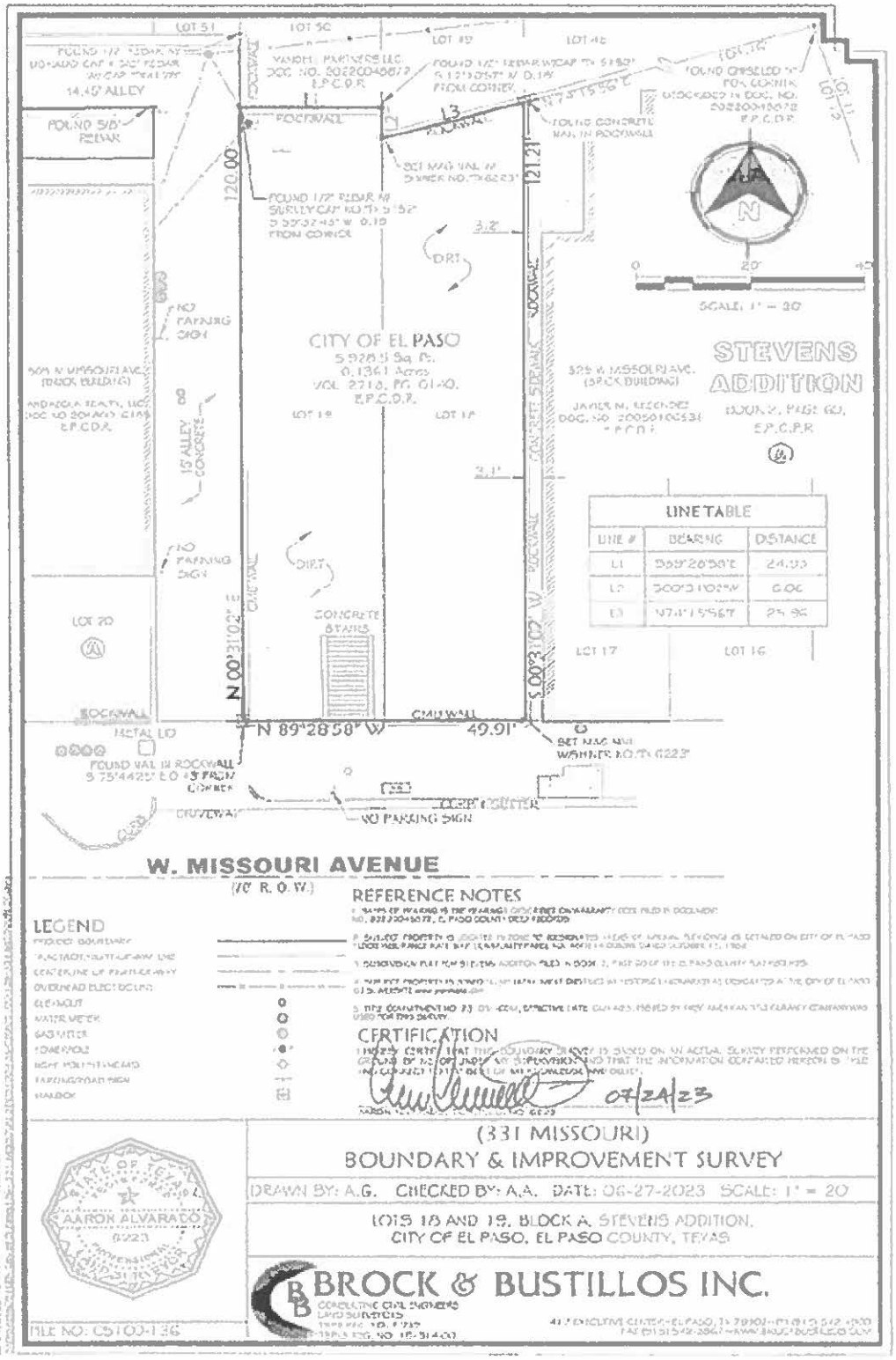
This instrument was acknowledged before me on this 29th day of October, 2025 by Dr. Robert Moreno, as **Buyer**.

MICHELLE MARENCO
Notary Public, State of Texas
Comm. Expires 03-14-2026
Notary ID 12508262-1

_____
Notary Public, State of Texas
Notary's Printed Name: Michelle Marenco

My commission expires: 3/14/2026

ATTACHMENT "A"
PROPERTY DESCRIPTION



ATTACHMENT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date:	_____, 2025
Grantor:	**City of El Paso, Texas,** a Texas home-rule municipality
Grantor's Mailing Address:	City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
Grantee:	Dr. Roberto Moreno
Grantee's Mailing Address:	2121 N. St. Vrain St. El Paso, Texas 79902

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Lots 18 and 19, Block A, STEVENS ADDITION, an Addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Book 2, Page 60, Real Property Records of El Paso County, Texas., as more particularly described in **Attachment "A"**.

CONSIDERATION

$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE

[To be added per title commitment.]

RESERVATIONS TO CONVEYANCE

None

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor and Grantee, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 202__, BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN THE SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, 2025.

GRANTOR:
CITY OF EL PASO

By: _____
Dionne Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

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

_____
Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name: Robert A. Moreno, MD

Business Name: Robert A. Moreno

Agenda Item Type: Proposed Purchase of 331 Missouri Ave

Relevant Department: City of El Paso Real Estate

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

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

OR

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

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

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

Signature: _____ Date: 10/30/2025

File #: 25-1335, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 1
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Armida R. Martinez, (915) 212-1605

AGENDA LANGUAGE:

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

An Ordinance vacating a portion of a sixty-foot drainage easement (0.69 acres of land) located within Block 9, Canutillo Industrial Park, an addition to the City of El Paso, El Paso County, Texas.

Subject Property: North of Los Mochis Dr. and West of Interstate 10
Applicant: Chanate Partners, LTD, SUET24-00006

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: November 18,2025

PUBLIC HEARING DATE: December 2, 2025

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Armida R. Martinez **PHONE NUMBER:** (915) 212-1605

DISTRICT(S) AFFECTED: 1

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 portion of a sixty-foot drainage easement (0.69 acres of land) located within Block 9, Canutillo Industrial Park, an addition to the City of El Paso, El Paso County, Texas

Subject Property: North of Los Mochis Dr. and West of Interstate 10
Applicant: Chanate Partners, LTD, SUET24-00006

BACKGROUND / DISCUSSION:

The applicant is requesting to vacate a portion of a sixty-foot (60') drainage easement that is no longer needed or in use by any entity. City Plan Commission recommended 7-0 to approve the drainage easement vacation on May 22, 2025. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

See accompanying document.

NAME	AMOUNT ($)
Patrick Gordon	$ 1,000.00

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

DEPARTMENT HEAD: Philip Etive

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

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF A SIXTY-FOOT DRAINAGE EASEMENT (0.69 ACRES OF LAND) LOCATED WITHIN BLOCK 9, CANUTILLO INDUSTRIAL PARK, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the property owner has requested a vacation of a portion of a sixty-foot drainage easement located within Block 9, Canutillo Industrial Park, an addition to the City of El Paso, El Paso County, Texas; and,

WHEREAS, after public hearing the City Plan Commission on May 22, 2025, has recommended a vacation of a portion of the sixty-foot drainage easement located within Block 9, Canutillo Industrial Park, an addition to the City of El Paso, El Paso County, Texas; and

WHEREAS the El Paso City Council finds that said easement is not needed for public use and should be vacated as recommended.

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

That, in consideration of the receipt by the City of El Paso of TWENTY-FIVE DOLLARS ($25.00) and other good and valuable consideration, the sufficiency of which is acknowledged, a sixty-foot drainage easement located within Block 9, Canutillo Industrial Park, an addition to the City of El Paso, El Paso County, Texas, as further described in the attached metes and bounds description identified as Exhibit "A" and in the attached survey identified as Exhibit "B" made a part hereof by reference, be and is hereby vacated, closed and abandoned.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated easement to **Chanate Partner, LTD.**

PASSED AND APPROVED this _____ day of _____, 2025.

THE CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip F. Etiwe, Director
Planning and Inspections Department

(Quitclaim Deed on the following page)

Exhibit A

METES & BOUNDS
60' WIDE DRAINAGE
EASEMENT

Property Description:
A portion of land out of Block 9, **CANUTILLO INDUSTRIAL PARK,** El Paso, El Paso County, Texas, containing 0.69 of an acre [30,275.93 s.f]. and being more particularly described by metes and bounds as follows.

Commencing at a point lying on the common boundary line between Canutillo Heights Unit 2 subdivision and said Block 9, Canutillo Industrial Park, said point being a boundary corner of the Easement herein being described and also the TRUE POINT OF BEGINNING of the parcel of land herein being described.

THENCE, North 00°04'23" East, with said boundary line, a distance of 60.00 feet to a point for a boundary corner lying on the southerly boundary line of Lot 3, Block 9, Canutillo Industrial Park, El Paso, El Paso County, Texas and the northerly boundary line of this easement being described herein.

THENCE, South 90°00'00" East, with said boundary line,a distance of 504.56 feet to a point for a boundary corner lying on the westerly boundary line of a 20.00 feet Drainage Easement located in Block 9, Canutillo Industrial Park.

THENCE, South 00°00'07" East, with said boundary line, a distance of 59.98 feet to a point for a boundary corner lying on the common boundary line between the easement herein being described and the northerly boundary line of Lot 4, Block 9, Canutillo Industrial Park.

THENCE, North 90°00'00" West, with said boundary line, a distance of 504.56 feet back to the TRUE POINT OF BEGINNING of this description.

Said parcel of land containing acres 0.69 of an acre[30,275.93 s. f.] of land, more or less.

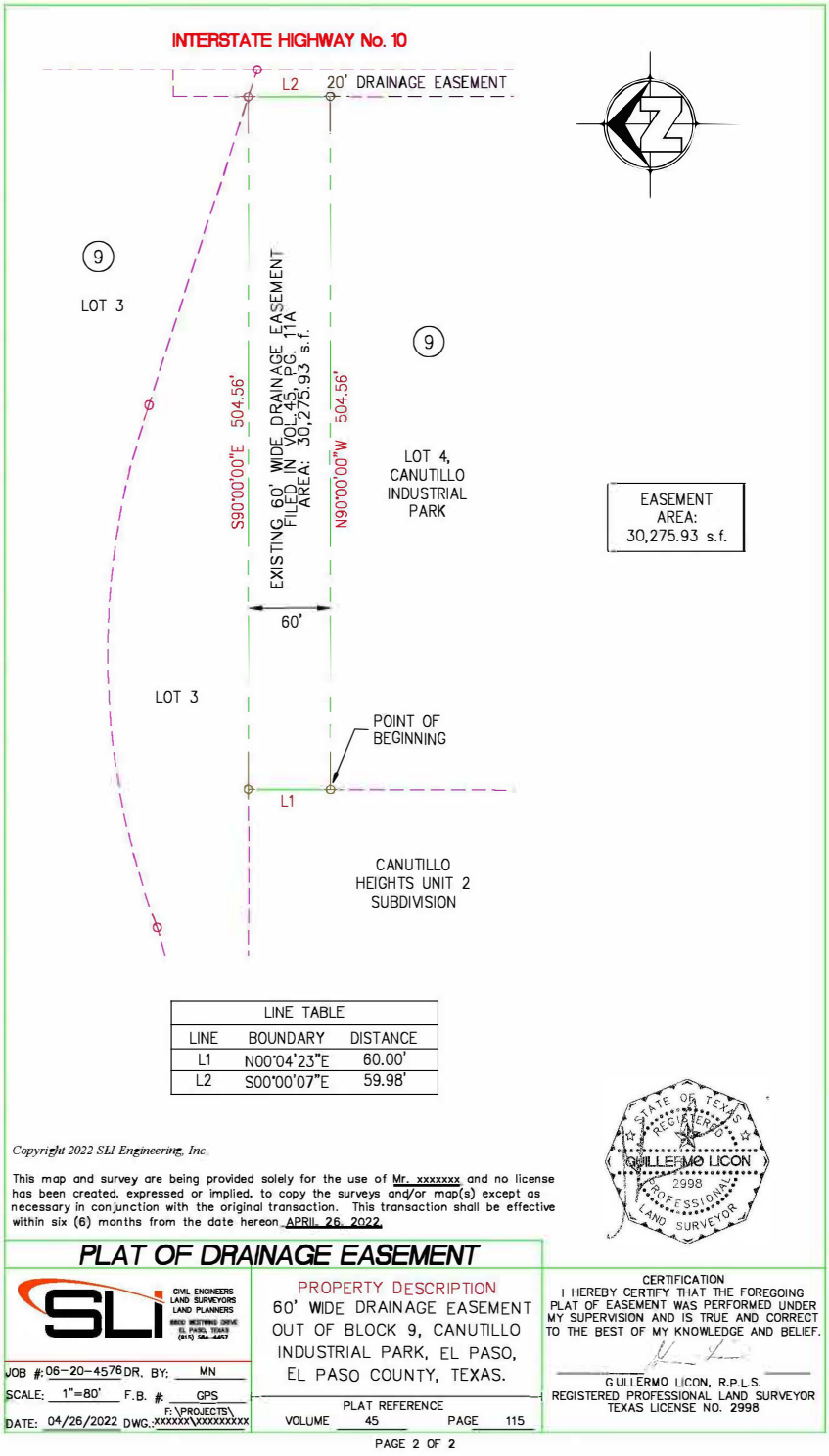
SLI ENGINEERING, INC.
Consulting Engineers – Land Surveyors.



Guillermo Licon
Registered Professional Land Surveyor
Texas License No. 2998

April 26, 2022.
Job # 06-20-4576
M&B/MN

Exhibit B


INTERSTATE HIGHWAY No. 10
L2
20' DRAINAGE EASEMENT
9
LOT 3
EXISTING 60' WIDE DRAINAGE EASEMENT FILED IN VOL. 45, PG. 11A AREA: 30,275.93 s.f.
S90°00'00"E 504.56'
N90°00'00"W 504.56'
9
LOT 4, CANUTILLO INDUSTRIAL PARK
60'
LOT 3
POINT OF BEGINNING
L1
CANUTILLO HEIGHTS UNIT 2 SUBDIVISION
EASEMENT AREA: 30,275.93 s.f.
LINE TABLE
LINE BOUNDARY DISTANCE
L1 N00°04'23"E 60.00'
L2 S00°00'07"E 59.98'
Copyright 2022 SLI Engineering, Inc.
This map and survey are being provided solely for the use of Mr. xxxxxxx and no license has been created, expressed or implied, to copy the surveys and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon. APRIL 26, 2022.
STATE OF TEXAS REGISTERED GUILLERMO LICON 2998 PROFESSIONAL LAND SURVEYOR
PLAT OF DRAINAGE EASEMENT
CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS
JOB #: 06-20-4576 DR. BY: MN
SCALE: 1"=80' F.B. #: GPS
DATE: 04/26/2022 DWG.: F:\PROJECTS\XXXXXX\XXXXXXXX
PROPERTY DESCRIPTION
60' WIDE DRAINAGE EASEMENT OUT OF BLOCK 9, CANUTILLO INDUSTRIAL PARK, EL PASO, EL PASO COUNTY, TEXAS.
PLAT REFERENCE
VOLUME 45 PAGE 115
CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING PLAT OF EASEMENT WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
PAGE 2 OF 2

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 TWENTY-FIVE AND NO/100THS DOLLARS ($25.00) and other good and 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 **Chanate Partners, LTD** all of its right, 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 portion of a 60' drainage easement out of Block 9, Canutillo Industrial Park**, an addition to the City of El Paso, El Paso County, Texas, more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and incorporated herein for any and all purposed.

WITNESS the following signatures and seal this _____ **day of** _____ **2025**.

THE CITY OF EL PASO

_____
Dionne Mack, City Manager

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:
Russell T. Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:
Philip Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

Acknowledgement

THE STATE OF TEXAS)
)
COUNTY OF TEXAS)

This instrument is acknowledged before me on this _____ day of _____, **2025** by Dionne Mack as City Manager of THE CITY OF EL PASO, a municipal corporation.

My Commission Expires:

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

AFTER FILING RETURN TO:
SLI Engineering
6600 Westwind Drive
El Paso, Texas 79912

Exhibit A

METES & BOUNDS
60' WIDE DRAINAGE
EASEMENT

Property Description:
A portion of land out of Block 9, **CANUTILLO INDUSTRIAL PARK,** El Paso, El Paso County, Texas, containing 0.69 of an acre [30,275.93 s.f]. and being more particularly described by metes and bounds as follows.

Commencing at a point lying on the common boundary line between Canutillo Heights Unit 2 subdivision and said Block 9, Canutillo Industrial Park, said point being a boundary corner of the Easement herein being described and also the TRUE POINT OF BEGINNING of the parcel of land herein being described.

THENCE, North 00°04'23" East, with said boundary line, a distance of 60.00 feet to a point for a boundary corner lying on the southerly boundary line of Lot 3, Block 9, Canutillo Industrial Park, El Paso, El Paso County, Texas and the northerly boundary line of this easement being described herein.

THENCE, South 90°00'00" East, with said boundary line,a distance of 504.56 feet to a point for a boundary corner lying on the westerly boundary line of a 20.00 feet Drainage Easement located in Block 9, Canutillo Industrial Park.

THENCE, South 00°00'07" East, with said boundary line, a distance of 59.98 feet to a point for a boundary corner lying on the common boundary line between the easement herein being described and the northerly boundary line of Lot 4, Block 9, Canutillo Industrial Park.

THENCE, North 90°00'00" West, with said boundary line, a distance of 504.56 feet back to the TRUE POINT OF BEGINNING of this description.

Said parcel of land containing acres 0.69 of an acre[30,275.93 s. f.] of land, more or less.

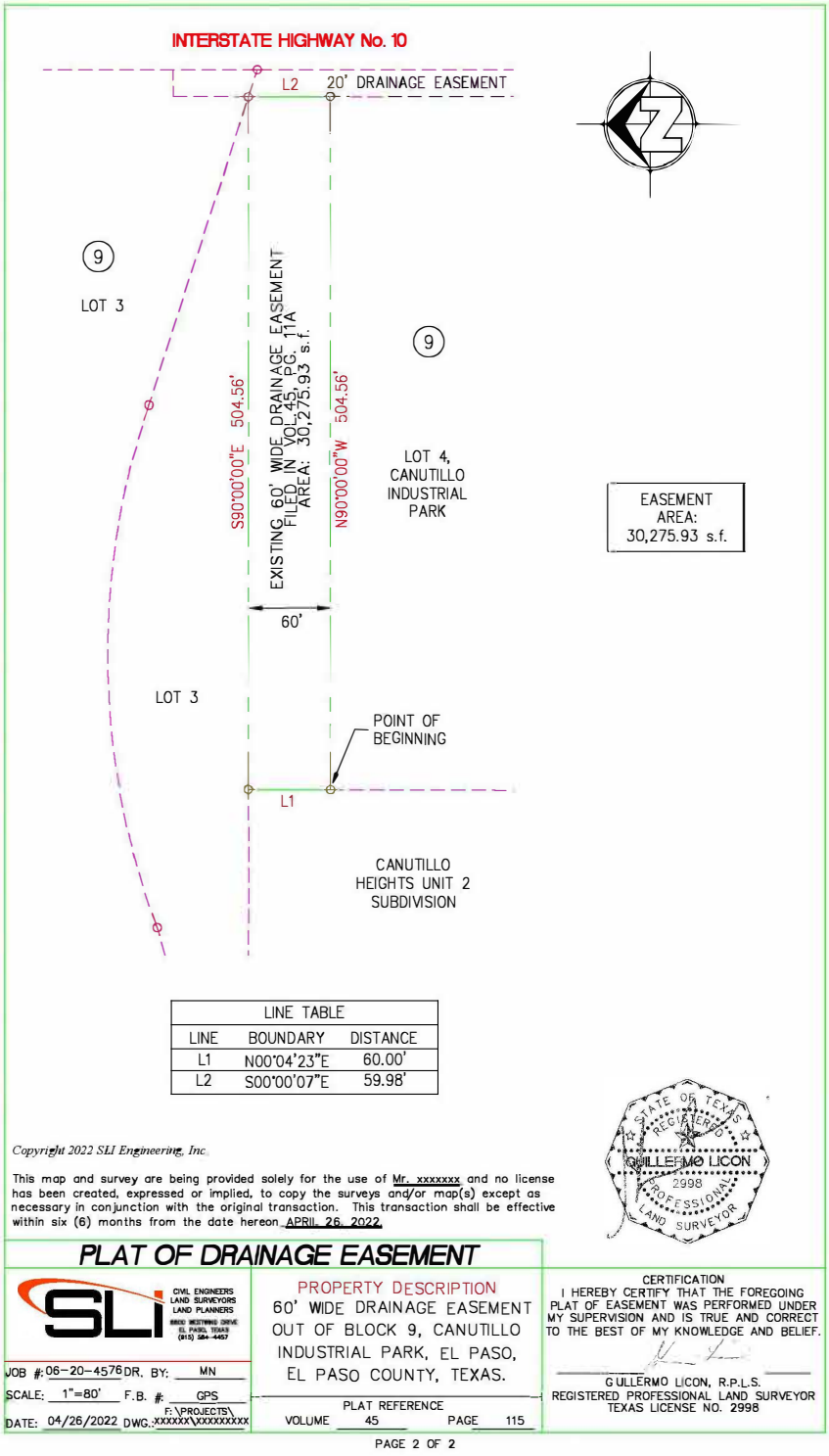
SLI ENGINEERING, INC.
Consulting Engineers – Land Surveyors.



Guillermo Licon
Registered Professional Land Surveyor
Texas License No. 2998

April 26, 2022.
Job # 06-20-4576
M&B/MN

Exhibit B


INTERSTATE HIGHWAY No. 10
L2
20' DRAINAGE EASEMENT
9
LOT 3
EXISTING 60' WIDE DRAINAGE EASEMENT FILED IN VOL. 45, PG. 11A AREA: 30,275.93 s.f.
S90°00'00"E 504.56'
N90°00'00"W 504.56'
9
LOT 4, CANUTILLO INDUSTRIAL PARK
60'
EASEMENT AREA: 30,275.93 s.f.
LOT 3
POINT OF BEGINNING
L1
CANUTILLO HEIGHTS UNIT 2 SUBDIVISION
LINE TABLE
LINE BOUNDARY DISTANCE
L1 N00°04'23"E 60.00'
L2 S00°00'07"E 59.98'
Copyright 2022 SLI Engineering, Inc.
This map and survey are being provided solely for the use of Mr. xxxxxxx and no license has been created, expressed or implied, to copy the surveys and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon APRIL 26, 2022.
STATE OF TEXAS REGISTERED GUILLERMO LICON 2998 PROFESSIONAL LAND SURVEYOR
PLAT OF DRAINAGE EASEMENT
CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS
JOB #: 06-20-4576 DR. BY: MN
SCALE: 1"=80' F.B. #: GPS
DATE: 04/26/2022 DWG.: F:\PROJECTS\XXXXXX\XXXXXXXX
PROPERTY DESCRIPTION
60' WIDE DRAINAGE EASEMENT OUT OF BLOCK 9, CANUTILLO INDUSTRIAL PARK, EL PASO, EL PASO COUNTY, TEXAS.
PLAT REFERENCE
VOLUME 45 PAGE 115
CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING PLAT OF EASEMENT WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
PAGE 2 OF 2

SUBDIVISION

Canutillo Industrial Park Replat A Easement Vacation

City Plan Commission — May 22, 2025 ***REVISED***

CASE NUMBER/TYPE:	**SUET24-00006 – EASEMENT VACATION**
CASE MANAGER:	Armida R Martinez, (915) 212-1605, Martinezar@elpasotexas.gov
PROPERTY OWNER:	Chanate Partners, LTD.
REPRESENTATIVE:	SLI Engineering
LOCATION:	North of Los Mochis Dr. and West of Interstate 10
PROPERTY AREA:	0.97 acres
ZONING DISTRICT(S):	C-3/c (Commercial/condition)

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL WITH A CONDITION** of the vacation of a portion of a sixty-foot (60') drainage easement located within Canutillo Industrial Park Replat A. The condition is as follows:

- That a revised survey be submitted showing only the portion within the city limits that is being vacated prior to City Council approval.

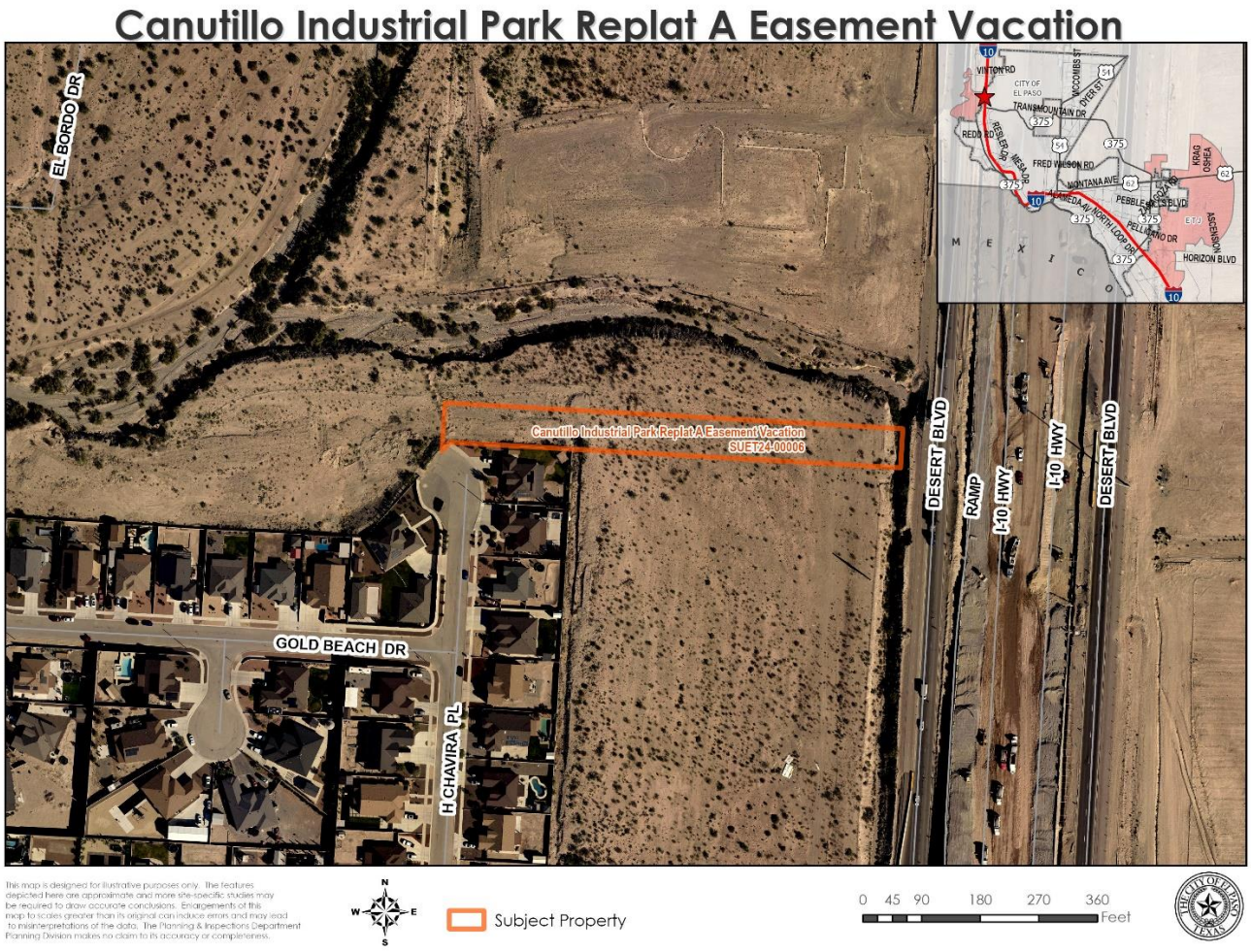


Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant is requesting to vacate a portion of a sixty-foot (60') drainage easement located within Block 9, Canutillo Industrial Park Replat A. This request is due to the easement no longer needed or in use by any entity.

CASE HISTORY/RELATED APPLICATIONS: N/A

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

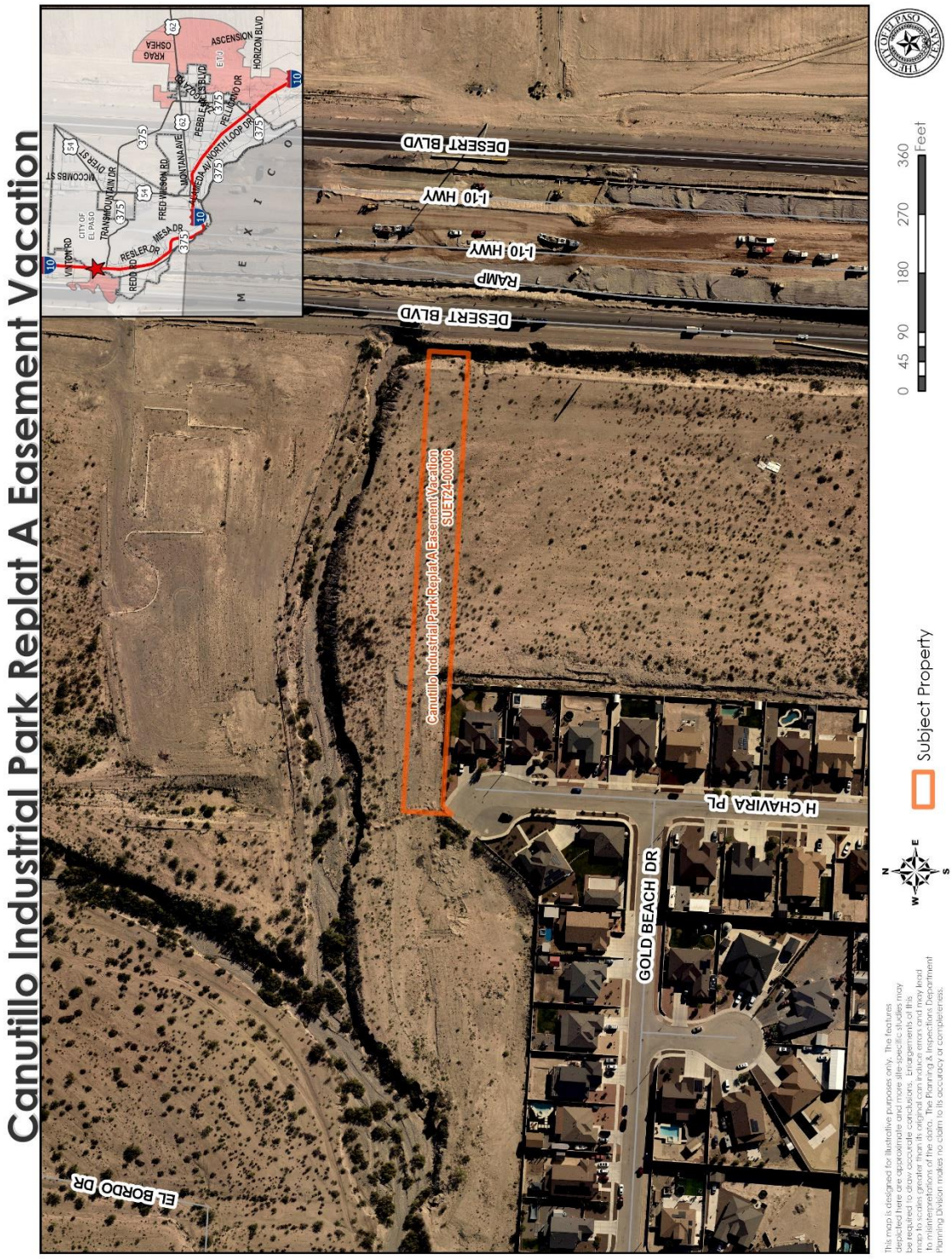
Surrounding Zoning and Use	
North	I-MU (Industrial Mixed Use) / Vacant
South	C-3/c (Commercial/condition) / Vacant
East	C-3/c (Commercial/condition) / Interstate 10
West	ETJ (Extra Territorial Jurisdiction) / Residential
Nearest Public Facility and Distance	
Park	Enchanted Hills Park #3 (1.00 miles)
School	Canutillo Middle School (1.63 miles)
Plan El Paso Designation	
O-1 (Preserve)	
Impact Fee Service Area	
Westside Impact Fee Service Area	

CITY PLAN COMMISSION OPTIONS:
The City Plan Commission has the authority to advise City Council on easement vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

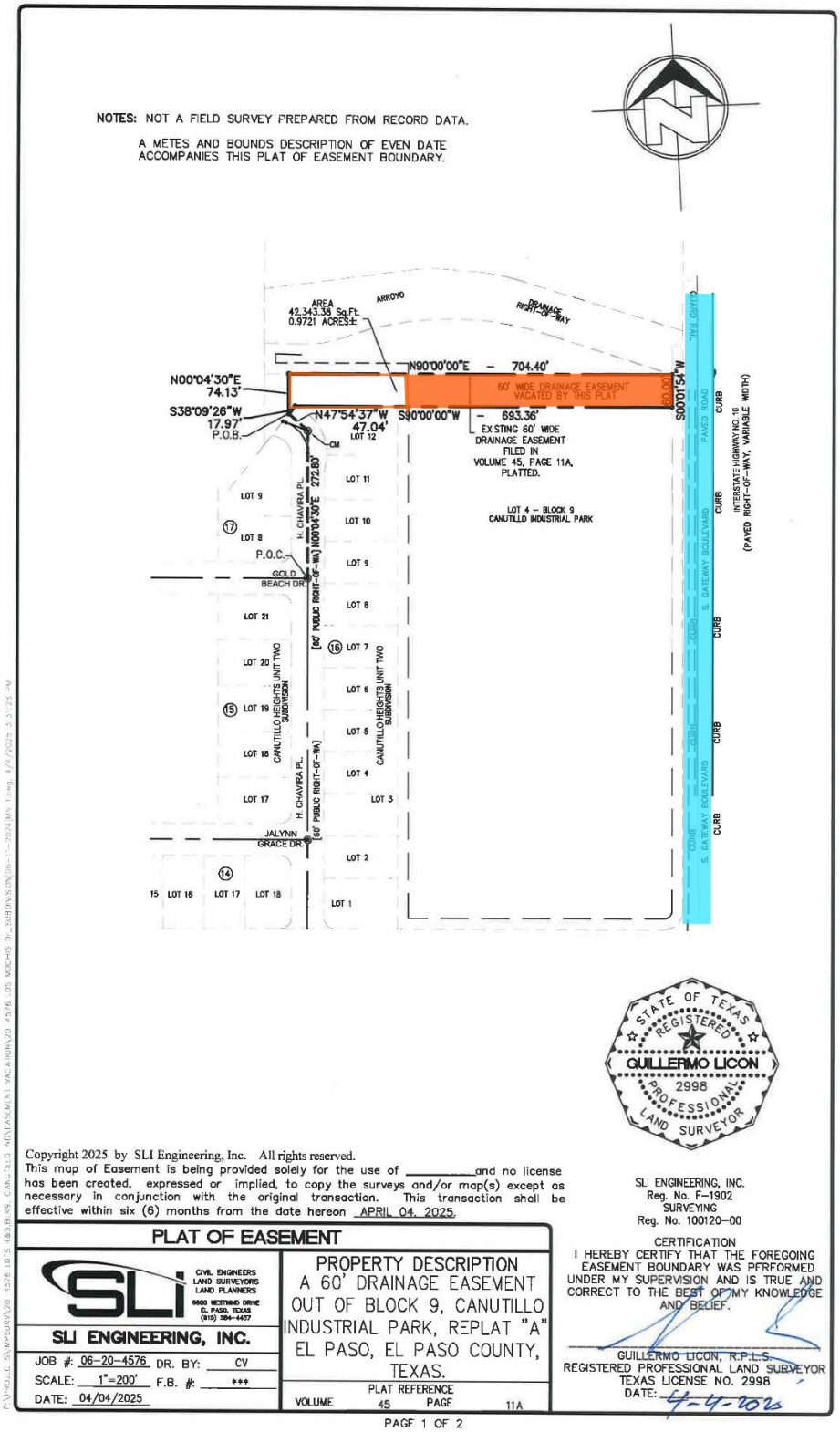
1. **Recommend Approval**: The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code.
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

ATTACHMENTS:
1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

EASEMENT BOUNDARY DESCRIPTION

Easement description: a 60' drainage easement out of Block 9, CANUTILLO INDUSTRIAL PARK, REPLAT "A", according to the plat thereof recorded in Volume 45, Page 11A, Plat RecOrds of El Paso, El Paso County, Texas and being described by metes and bounds as follows:

Commencing at a city monument lying on the centerline of H. Chavira Place cul-de-sac, from witch a city monument lying on the centerline intersection of said H. Chavira Place and Gold Beach Drive bears North 00°04'30" East, a distance of 272.80 feet; Thence, North 47°54'37" West, a distance of 47.04 feet to a point for a boundary corner of the easement herein being described, said point being the TRUE POINT OF BEGINNING of this boundary description.

THENCE, North 00°04'30" East, a distance of 74.13 feet to a point for a boundary corner.

THENCE, North 90°00'00" East, a distance of 704.40 feet to a point for a boundary corner lying on the westerly right-of-way of a 20 feet drainage easement.

THENCE, South 00°01'54" West, with said right-of-way line, a distance of 60.00 feet to a point for a boundary corner lying on the northerly property line of Lot 4, Block 9, Canutillo Industrial Park, Replat "A".

THENCE, South 90°00'00" West, with said property line and away from said right-of-way line, a distance of 693.36 feet to a point for a boundary corner lying on the northerly right-of-way line of H. Chavira Place.

THENCE, South 38°09'26" West, away from said right-of-way line, a distance of 17.97 feet back to the TRUE POINT OF BEGINNING of this easement description.

Said Easement containing 0.9721 of an acre [42,343.38 Sq. Ft.] of land, more or less.

NOTE:
ALL INFORMATION SHOWN HEREON WITH RESPECT TO UNDERGROUND CONDITIONS, WAS DETERMINED BY DATA COLLECTED THROUGH SURVEY CREW OBSERVATION AND OTHER INFORMATION TAKEN FROM EXISTING PLANS AND MAPS OF RECORD. NO UNDERGROUND UTILITIES EXISTING OR ABANDONED WERE EXPOSED OR LOCATED.

UNLESS SPECIFICALLY ACCEPTED BY SLI ENGINEERING, INC. IN WRITING, SLI ENGINEERING, INC. MAKES NO CLAIM, EXPRESSED OR IMPLIED, AS TO THE UNDERGROUND SITE CONDITIONS.

A PLAT OF EASEMENT DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT OF EASEMENT BOUNDARY.

STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

Copyright 2025 by SLI Engineering, Inc. All rights reserved.
This map of Easement is being provided solely for the use of _____and no license has been created, expressed or implied, to copy the surveys and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon APRIL 04, 2025.

SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING EASEMENT BOUNDARY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
DATE: 4.4.2025

METES AND BOUNDS

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6500 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

JOB #: 06-20-4576 DR. BY: CV
SCALE: ***** F.B. #: ***
DATE: 04/04/2025

PROPERTY DESCRIPTION
A 60' DRAINAGE EASEMENT OUT OF BLOCK 9, CANUTILLO INDUSTRIAL PARK, REPLAT "A" EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
VOLUME 45 PAGE 11A

PAGE 2 OF 2

ATTACHMENT 4

VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: 7-11-2023 File No. SUET24-00006

1. APPLICANTS NAME CHANATE Partners, Ltd.

ADDRESS 660-0 WESTWIND ZIP CODE 79912 TELEPHONE 915 203 7277

2. Request is hereby made to vacate the following: (check one)

Street [ ] Alley [ ] Easement [✓] Other [ ]

Street Name(s) _____ Subdivision Name CANUTILLO INDUSTRIALPARK REPLAT A

Abutting Blocks 9 _____ Abutting Lots 4

3. Reason for vacation request: THE EASEMENT IS NOT NEEDED ANYMORE

4. Surface Improvements located in subject property to be vacated:
None [✓] Paving [ ] Curb & Gutter [ ] Power Lines/Poles [ ] Fences/Walls [ ] Structures [ ] Other [ ]

5. Underground Improvements located in the existing rights-of-way:
None [✓] Telephone [ ] Electric [ ] Gas [ ] Water [ ] Sewer [ ] Storm Drain [ ] Other [ ]

6. Future use of the vacated right-of-way:
Yards [ ] Parking [✓] Expand Building Area [ ] Replat with abutting Land [ ] Other [ ]

7. Related Applications which are pending (give name or file number):
Zoning [ ] Board of Adjustment [ ] Subdivision [ ] Building Permits [ ] Other [ ]

8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
	LOT 4 BLOCK 9 CANUTILLO INDUSTRIAL PARK	915 203 7277

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: georges Digitally signed by georges Date: 2025.07.11 10:44:24 -06'00'

REPRESENTATIVE (PHONE): 915 203 7277

REPRESENTATIVE (E-MAIL): ghalloul@sli-engineering.com

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.

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

ATTACHMENT 5

Planning and Inspections Department- Planning Division

Staff recommends approval of the drainage easement vacation.

1. Provide a copy of the subdivision plat or instrument by which the public easement was dedicated, showing the recording information.
2. Provide articles of incorporation stating who is authorized to sign on behalf of the property owner.
3. Verify the South to West length right-of-way line. If length was reduced, length seems to have increased from the initial submittal from 504.49' to 693.36'.
4. Submit an application with the applicants correct name.
5. Label the two easements south of the sixty-foot (60') easement being vacated.
6. Provide a revised survey showing only the portion within the city limit that is being vacated.

Planning and Inspections Department- Land Development Division

We have reviewed subject plats and recommend **Approval**

The Developer/Engineer shall address the following comments.

1. Stormwater runoff shall remain unobstructed.
2. Verify notes on page 2 of 2: Not a filed survey. Prepared from record data. The word "even" should be "easement".
3. Provide and label official addresses of adjacent lots.

Parks and Recreation Department

No objections to this proposed easement vacation request.

El Paso Water

EPWater-PSB does not object to this request.

There are no water and sanitary sewer mains in the proposed area to be vacated.

El Paso Water -Stormwater Engineering

Has no objections.

Texas Gas

Teas Gas Service does not have any comments.

El Paso Electric

We have no comments for the El Chanate Easement Vacation request.

El Paso County 911 District

No comments received.

Texas Department of Transportation

No comments received.

El Paso County

The County has no further objection based on the revised limit of vacation.

El Paso County Water Improvement District #1

The mentioned item is not within the boundaries of EPCWID.

Sun Metro

No comments received.

Fire Department
Recommend Approval

Streets and Maintenance Department
Traffic and Transportation Engineering
No objections to application

Street Lights Department:
Does not object to this request. Comments apply to the area inside the City of El Paso limits.
Gateway Blvd. South is a Texas Department of Transportation (TXDoT) right-of-way.

Plans shall show City of El Paso limits.

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

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

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

AT & T
No objection to the vacation request located I Canutillo Industrial Park at Los Mochis & West of South Desert Blvd.

Capital Improvement Department
No comments received.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Patrick Gordon
Business Name	
Agenda Item Type	SUET24-00006 - Canutillo Industrial Park Replat A Easement Vacation
Relevant Department	

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

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

OR

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1	Alejandra Chavez	$1,000.00
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

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

Signature: _____ Date: 9/29/2025

File #: 25-1363, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Blanca Perez, (915) 212-1561

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST25-00009, to allow for infill development with reduction to average lot width and side yard setback on the property described as Lot 5, Block 37, Magoffin Addition, 911 Tays Street, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 911 Tays Street
Applicant: Luis Herrera, PZST25-00009

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Blanca Perez **PHONE NUMBER:** (915) 212-1561

DISTRICT(S) AFFECTED: 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 Special Permit No. PZST25-00009, to allow for infill development with reduction to average lot width and side yard setback on the property described as Lot 5, Block 37, Magoffin Addition, 911 Tays Street, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 911 Tays Street
Applicant: Luis Herrera, PZST25-00009

BACKGROUND / DISCUSSION:

The applicant is requesting a special permit and detailed site development plan approval for infill development with reduction to average lot width and side yard setback for a proposed use of multifamily in the A-3 (Apartment) zoning district. City Plan Commission recommended 6-0 to approve the proposed special permit on September 25, 2025. As of November 4, 2025, the Planning Division has not received any communication in support or opposition to the special permit request. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Tiwe

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST25-00009, TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCTION TO AVERAGE LOT WIDTH AND SIDE YARD SETBACK ON THE PROPERTY DESCRIBED AS LOT 5, BLOCK 37, MAGOFFIN ADDITION, 911 TAYS STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, H&N Property Holdings, LLC, have applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City for a reduction to average lot width and side yard setback; and,

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

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

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

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

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

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

   Lot 5, Block 37, Magoffin Addition, 911 Tays Street, *City of El Paso, El Paso County, Texas and,*

2. That the City Council hereby grants a Special Permit under Sections 20.04.320 of the El Paso City Code, to allow an infill development for a reduction to average lot width and side yard setback; and,

3. That this Special Permit is issued subject to the development standards in the A-3 (Apartment) District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes; and,

4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. **PZST25-00009** shall automatically terminate, and

construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,

5. That the Owners shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russel T. Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

H&N Property Holdings, LLC, referred to in the above Ordinance, hereby agree to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the A-3 (Apartment) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 21 day of October, 2025.

H&N Property Holdings, LLC:

By: Luis F. Herrera (Managing Member / Owner)
(name/title)

Luis F.
(signature)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 21 day of October, 2025, by Luis F Herrera, for H&N Property Holdings, LLC, as Owner.

My Commission Expires:

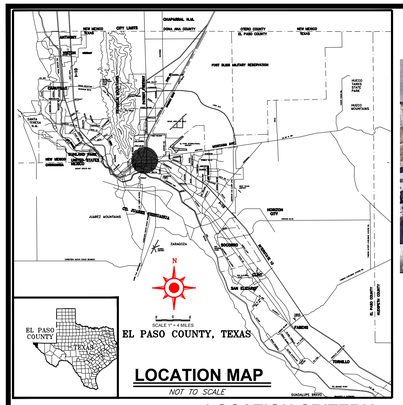
Denise Villarreal
Notary Public, State of Texas

DENISE VILLARREAL
Notary Public, State of Texas
My Commission Expires
September 24, 2029
NOTARY ID 132892891

Notary's Printed or Typed Name:

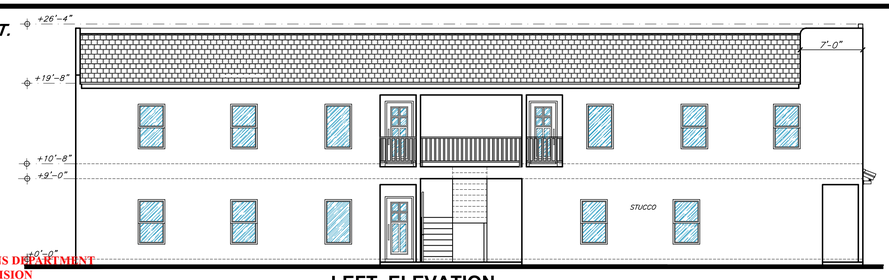
Denise Villarreal

Exhibit "A"

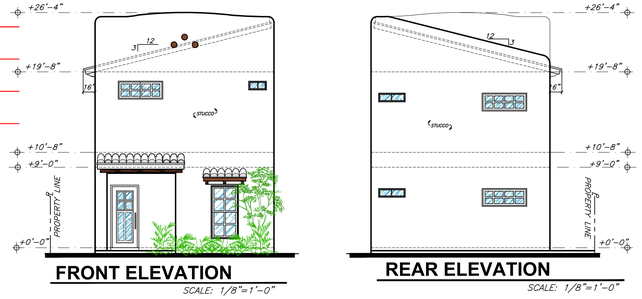




PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL
10/21/2025
DATE
APPLICANT
Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER



LEFT ELEVATION SCALE: 1/8"=1'-0"



FRONT ELEVATION SCALE: 1/8"=1'-0"

REAR ELEVATION SCALE: 1/8"=1'-0"

LEGEND

- CONCRETE CURB
- ARROWS INDICATE STREET ENTRANCE
- STORM WATER DRAINAGE FLOW ARROWS
- FIRE HYDRANT COVERAGE
- EXISTING FIRE HYDRANT
- LANDSCAPING CALCULATION
- INTERIOR 5'-0" SIDEWALK
- NEW BUILDING'S A & B

PROJECT DATA

APPLICABLE CODES
INTERNATIONAL RESIDENTIAL CODE 2021

LAND AREA
SITE: 3000.00 SQ FT

LEGAL ADDRESS
911 TAYS STREET.
EL PASO, COUNTY TEXAS

LEGAL DESCRIPTION
BLOCK 37, LOT 5,
MAGOFFIN ADDITION, AN ADDITION TO THE CITY OF EL PASO,
EL PASO COUNTY, TEXAS

REGISTERED ARCHITECT JAIME MONTOYA 27344 STATE OF TEXAS
08/27/2025

SCOPE OF WORK
NEW CONSTRUCTION - (QUADRUPLEX)

OCCUPANCY:
RESIDENTIAL

LOT AREA: (3000 SQ FT)
3.000.00 SQ. FT. (0.068 ACRES)

CONSTRUCTION TYPE: TYPE: V

AREAS BUILDING:

LIVING:	2936.00 SQ. FT.
UNIT A	734 SQ. FT.
COV'D PORCH	36.00 SQ. FT.
UNIT B	734 SQ. FT.
COV'D PORCH	36.00 SQ. FT.
UNIT C	734 SQ. FT.
COV'D PORCH	36.00 SQ. FT.
UNIT D	734 SQ. FT.
COV'D PORCH	36.00 SQ. FT.

PARKING REQUIRED:
8 PARKING SPACES

UNIT A	2 BEDROOM= 1 PARKING
UNIT B	2 BEDROOM= 1 PARKING
UNIT C	2 BEDROOM= 1 PARKING
UNIT D	2 BEDROOM= 1 PARKING

TOTAL PARKING REQUIRED = 4 SPACES
PROPOSED = 2 SPACES

INFILL DEVELOPMENT ALLOWS FOR 50% AUTOMATIC PARKING REDUCTION

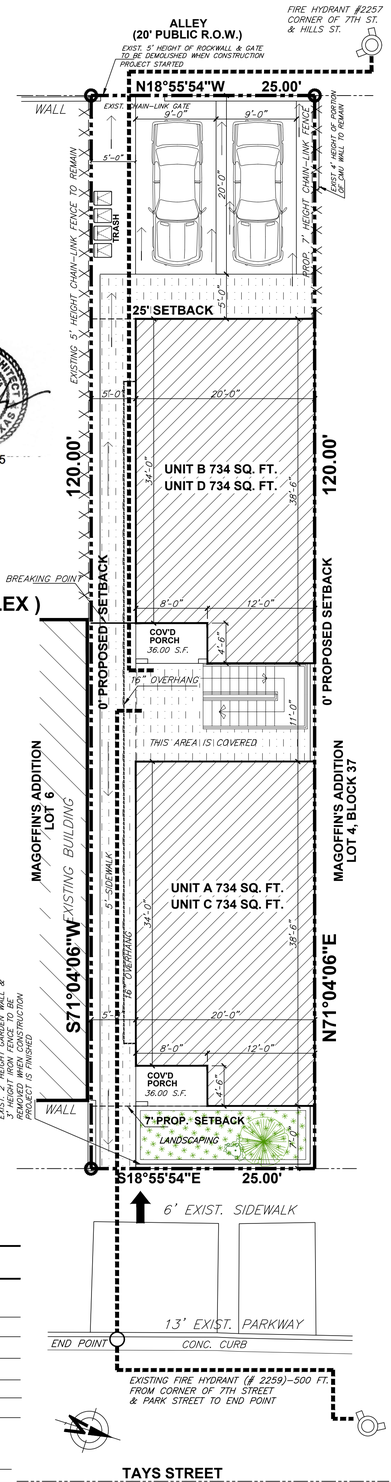
EXISTING ZONING A-3

SETBACKS

	A-3 REQUIRED	SPECIAL PERMIT PROPOSED
FRONT YARD	0'	7'-0"
REAR YARD	20'	25.00'
ACCUM. FRONT & REAR YARD	N/A	N/A
SIDE YARD	4'	0.00'
MAX. HEIGHT	35'-0"	26'-4"

LOT SIZE REDUCTION:

	REQUIRED	PROPOSED
WIDTH	50.00'	25.0'
DEPTH	80.00'	120.00'
AREA	4,000.00'	3,000.00'
BUILDING HEIGHT	35.00'	26'-4"
PARKING	4	2



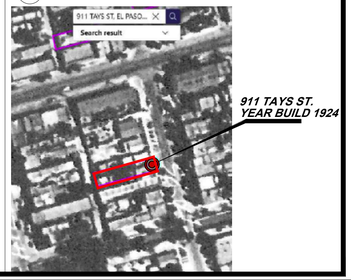
DET. DEVELOPMENT PLAN
SCALE: 1/8"=1'-0"

LOCATION CRITERIA
MANDATORY DESIGN REQUIREMENTS (MIN. 1)

1.2 LAND WITHIN THE DOWNTOWN PLAN AREA.

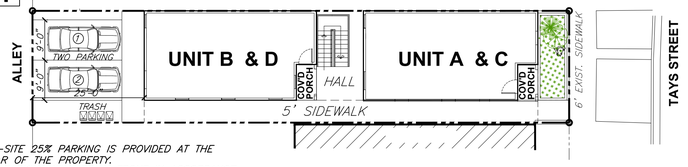


1.3 LAND ANNEXED PRIOR TO 1955.



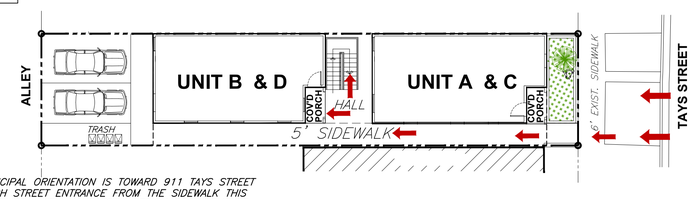
1 MANDATORY DESIGN REQUIREMENTS

1.1



ON-SITE 25% PARKING IS PROVIDED AT THE REAR OF THE PROPERTY.
NO PARKING WILL BE IN FRONT IN ACCORDANCE WITH MANDATORY REQUIREMENT.

1.2



PRINCIPAL ORIENTATION IS TOWARD 911 TAYS STREET WHICH STREET ENTRANCE FROM THE SIDEWALK THIS COMPLIES WITH MANDATORY DESIGN REQUIREMENTS.

1.3





FOR PROPOSALS ABUTTING RESIDENTIAL DEVELOPMENT THE FRONT BUILDING SETBACK SHALL NOT DEVIATE FROM THE AVERAGE FRONT SETBACKS OF LOTS WITHIN THE SAME BLOCK AS THE PROPOSED DEVELOPMENT BY MORE THAN 15%.
ALL SETBACKS ON THIS BLOCK HAVE A FRONT SETBACK THAT VARY OF 0'-0", 7'-0", 14'-0" & 21'-0", WITH AN AVERAGE OF 8'-0". 15% OF THE AVERAGE OF 8' IS 1.2'. THE NEW STRUCTURE IS LOCATED APPROXIMATELY 7'-0" FROM FRONT PROPERTY LINE. WHICH MEETS THIS STANDARD.

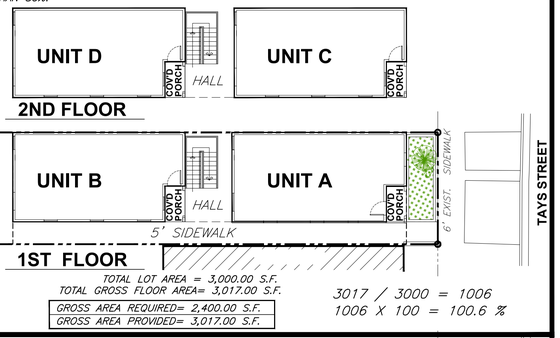
FRONT SETBACK REQUIRED WILL BE 7'-0".

EXISTING FRONT SET BACK

ADDRESS	SETBACK AVERAGE
2 E 7th Ave.	0'-0"
907 Tays St.	14'-0"
909 Tays St.	7'-0"
911 Tays St.	7'-0"
913 Tays St.	7'-0"
915 Tays St.	0'-0"
919 Tays St.	21'-0"

2 SELETIVE DESIGN GUIDELINES:
MANDATORY DESIGN REQUIREMENTS
(NO LESS THAN 3)

2.2
THE PERCENTAGE OF GROSS FLOOR AREA DIVIDED BY THE TOTAL LOT AREA FOR INFILL DEVELOPMENT PROJECTS SHALL BE NO LESS THAN 80%.

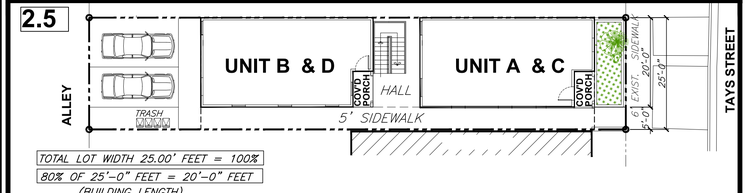


TOTAL LOT AREA = 3,000.00 S.F.
TOTAL GROSS FLOOR AREA= 3,017.00 S.F.
GROSS AREA REQUIRED= 2,400.00 S.F.
GROSS AREA PROVIDED= 3,017.00 S.F.

3017 / 3000 = 1006
1006 X 100 = 100.6 %

LIVING:	3017.00 SQ. FT.
UNIT A	734 SQ. FT.
UNIT B	734 SQ. FT.
UNIT C	734 SQ. FT.
UNIT D	734 SQ. FT.
STAIR	81 SQ. FT.

2.5

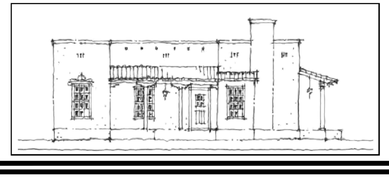


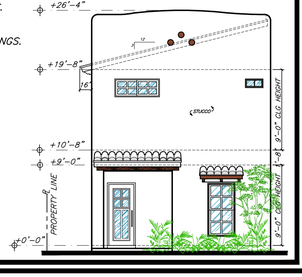
TOTAL LOT WIDTH 25.00' FEET = 100%
80% OF 25'-0" FEET = 20'-0" FEET
(BUILDING LENGTH)
80% REQUIRED:-------20'-0" L. F.
PROVIDED:----------20'-0" L. F.
* TOTAL WIDTH OF THE PROPERTY STRUCTURE SHALL BE GREATER THAN OR EQUAL TO 80% OF THE TOTAL LOT WIDTH ALONG THE MAIN STREET

2.6
THE PROJECT DEMONSTRATE COMPLIANCE WITH ONE OF THE ARCHITECTURAL STYLES DEFINED BY COMMUNITY DESIGN MANUAL OF PLAN EL PASO.

1. PUEBLO STYLE.
CHARACTERISTICS:
-FLAT ROOF W/PARAPET WALL
-CORNERS ARE ROUNDED.
-PROJECTED WOODEN BEAMS OR "VIGAS" PIERCING WALLS.
-STUCCO, EARTH-COLORED EXTERIOR FINISH
-ONE OR TWO STORY BUILDINGS.

2. PUEBLO STYLE
Example:





REVISIONS	BY

NZ DRAFTING
RESIDENTIAL & COMMERCIAL
1 915 504 3575

DETAILED SITE DEVELOPMENT PLAN

PZST25 - 00009

OWNER:
H & N PROPERTY HOLDINGS LLC
NEW QUADRUPLEX:
911 TAYS ST.

ARCHITECT
JAIME MONTOYA
3810 OKLAHOMA ST.
EL PASO, TEXAS 79930
PHONE : (915) 519-5464

DRAWN
NURYS ZARATE
(915) 504 3575

DATE
8/27/2025

DETAILED SITE DEVELOPMENT PLAN

SHEET
A-1
1 OF 1 SHEETS

ZONING

911 Tays

City Plan Commission — September 25, 2025 SPECIAL PERMIT

CASE NUMBER:	**PZST25-00009**
CASE MANAGER:	Blanca Perez, (915) 212-1561, PerezBM@elpasotexas.gov
PROPERTY OWNER:	H&N Property Holdings, LLC
REPRESENTATIVE:	Nicholas Najera
LOCATION:	911 Tays St. (District 8)
PROPERTY AREA:	0.068 acres
EXISTING ZONING:	A-3 (Apartment)
REQUEST:	Special Permit for Infill Development with reduction to average lot width and side yard setback.
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None as of September 18, 2025

SUMMARY OF REQUEST: The applicant is requesting a special permit and detailed site development plan approval for an infill development with reduction to average lot width and side yard setback for a proposed use of a quadraplex in an A-3 (Apartment) zone district.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the special permit for infill development with reduction to lot width and side yard setback in the A-3 (Apartment) zone district. The proposal meets all the requirements of El Paso City Code Sections 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.280 – Infill Development. The proposed development is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.

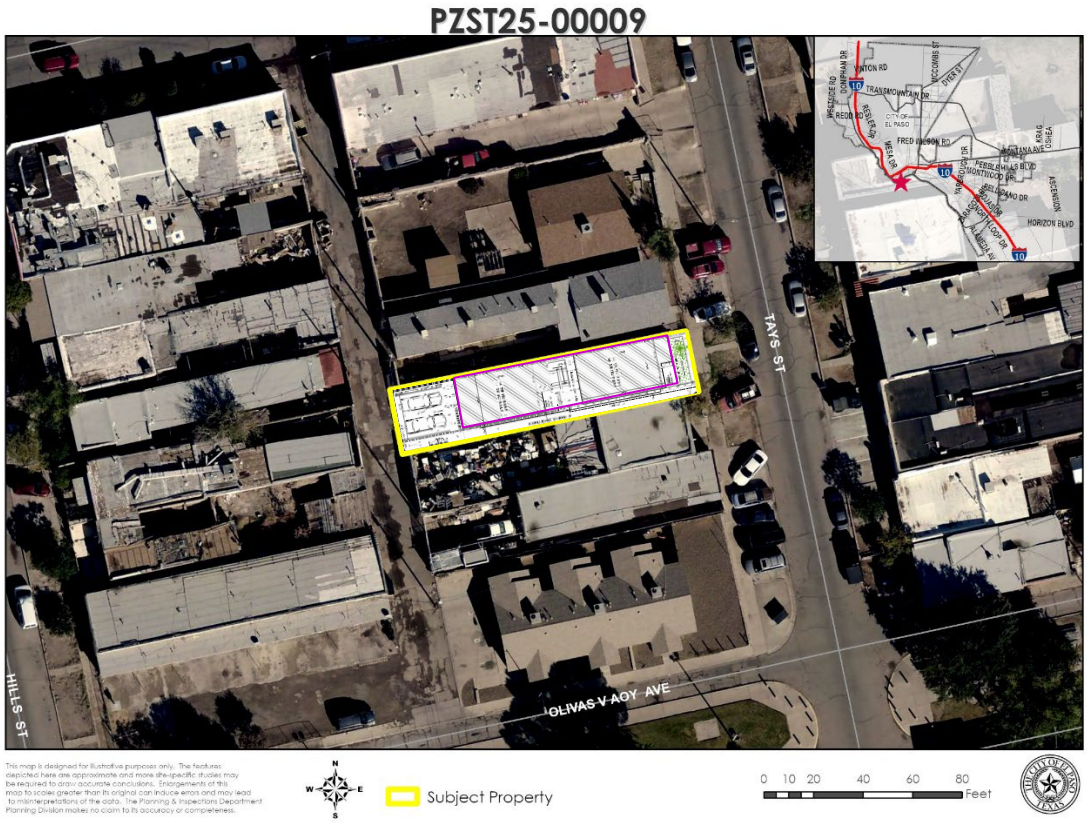


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant requests review and approval of a Special Permit and Detailed Site Development Plan for Infill Development within the A-3 (Apartment) zoning district. The request includes a reduction to the average lot width and the required side yard setback in order to allow for the construction of a quadraplex. The subject property is currently developed with a single-family dwelling, which is proposed to be demolished. The Detailed Site Development Plan illustrates a proposed two-story building with a maximum height of twenty-six feet, four inches (26'-4"), consisting of four (4) dwelling units and totaling 3,017 square feet of gross floor area. The applicant is requesting the following reductions:

A-3 (Apartment) Zone District – Quadraplex		
Density/Dimensional Standard	**Required**	**Proposed**
Lot Area (min.)	4,000 sq. ft. *	3,000 sq. ft.
Lot Width (average min.)	**50'**	**25'**
Lot Depth (min.)	80'	120'
Front Yard Setback (min.)	Min. 6.8'; Max. 9.2'**	7'
Rear Yard Setback (min.)	20'	No Change
Side Yard Setback (min.)	**4'**	**0'**

* There shall be no minimum area requirement for lots within an infill development (20.10.280.I)
**Average required per Infill Development guidelines (±15% deviation)
Note: bold indicated requested reductions

Pursuant to Senate Bill 840, applicable parking requirements are one (1) space per dwelling unit for multifamily developments. Additionally, infill development automatically allows a 50% parking reduction. The applicant is proposing two (2) parking spaces, representing a 50% reduction from the four (4) spaces otherwise required. The Detailed Site Development Plan complies with all applicable standards of the El Paso City Code. Pedestrian access will be provided from Tays Street, and vehicular access will be provided through the alleyway connecting Seventh Avenue and Olivas V. Aoy Avenue.

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)	
Criteria	**Does the Request Comply?**
Location Criteria: An infill development may be located on any parcel of land which meets at least one of the location criteria.	Yes. The subject property is located within the Downtown Plan Area and was annexed prior to 1955, thereby satisfying Mandatory Requirement 20.10.280.B.2 of the El Paso City Code.
Mandatory Design Requirement 1.1: Where on-site surface parking is proposed, it shall be located at the rear of the property and when possible, accessed via alleyway; or at the side of the property and screened in accordance with Section 21.50. 070.F5.	Yes. The subject property has access through an alleyway located at the rear. The principal building will screen the proposed parking from public view, ensuring compliance with the applicable requirement.
Mandatory Design Requirement 1.2: Buildings shall be placed on the parcels such that the principal orientation is toward the main street and the principal entrance is from the sidewalk.	Yes. The proposed development orients the building toward Tays Street, providing pedestrian access along the same frontage. The main entrance to the principal building will be accessed directly from the sidewalk on Tays Street.
Mandatory Design Requirement 1.3: For proposals abutting existing residential development the front setback shall not deviate from the average front setback of lots within the same block as the proposed development by more than 15%.	Yes. The properties along the block have an average front setback of eight feet (8'), which is consistent with the deviation proposed.
Selective Design Requirement 2.2: The percentage of gross floor area divided by the total lot area for infill development project shall be no less than eighty percent.	Yes. The proposed development provides a gross floor area that is at least 80% of the total lot area.

Selective Design Requirement 2.5: The total width of the primary structure shall be greater than or equal to 80% of the total lot width along the main street. For the purposes of this calculation, any necessary vehicular access driveway shall be subtracted from the total lot width.	Yes. The proposed development provides a primary structure with a total width of 80% of the lot's width along the main street frontage.
Selective Design Requirement 2.6: The project shall demonstrate compliance with one of the architectural styles defined in the Community Design Manual of Plan El Paso.	Yes. The proposed development complies with the architectural component requirements outlined in the Community Design Manual of *Plan El Paso*. The two-story structure will be constructed in Pueblo Style and will include the required features.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
Criteria	**Does the Request Comply?**
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. Aside from the requested reduction, the detailed site development plan complies with all applicable standards of the El Paso City Code.
2. Furthers *Plan El Paso* and applicable neighborhood plans or policies.	Yes. The request is consistent with the recommendations of *Plan El Paso* and the G-2, Traditional Neighborhood (Walkable) Future Land Use designation. The proposed development will integrate with the surrounding buildings and uses, while providing access from both the front and rear.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property fronts Tays Street, classified as a local street on the City of El Paso's Major Thoroughfare Plan (MTP). The existing infrastructure is adequate to support the proposed use.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. No adverse impacts are anticipated from the approval of the proposed special permit and detailed site development plan.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. The subject property does not involve greenfield areas, environmentally sensitive land, or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. Based on the zoning and proposed use, landscaping is not required. However, the proposed development will provide screening where required.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The proposed use and building configuration are compatible with the surrounding properties in the immediate area.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed development is comparable in intensity and scale to the surrounding area and is not expected to create socioeconomic or physical impacts on neighboring properties.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:	Yes. The proposed development meets the intent of the G-2, Traditional Neighborhood (Walkable) Future Land Use designation. The proposed development will integrate with nearby single-family and multi-family

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:	
G-2, Traditional Neighborhood: This sector includes the remainder of Central El Paso as it existing through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in the Comprehensive Plan.	dwellings, incorporate existing pedestrian access from Tays Street, and provide vehicular access through the alleyway. The principal building will be connected to a fronting sidewalk, with parking areas screened from public view.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **A-3 (Apartment) District:** The purpose of these districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low-density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.	Yes. The subject property is zoned A-3 (Apartment) and is located within an area characterized by a mix of housing types. Permissible uses in the A-3 district range from single-family dwellings to apartment complexes of five or more units. The proposed development, a quadraplex, will contribute to residential density in the area by introducing a housing type not previously available.
THE PROPOSED PROJECT'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 located within the Segundo Barrio Historic District. However, this federal designation does not affect the request and does not require additional review or approval.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the request.	The proposed development is not expected to result in any adverse impacts on the surrounding community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield areas, environmentally sensitive land, or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable, with no rezoning in the area 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 existing zoning will remain unchanged. However, because the property is located in one of the oldest areas of the City, the lot width and side setback does not conform to the current requirements of the A-3 (Apartment) zoning district, thereby necessitating a reduction.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property fronts Tays Street, which is designated as a local street in the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate to support the proposed development. Pedestrian access is provided through an existing six-foot (6') sidewalk along Tays Street, while vehicular access is proposed through a rear alleyway connecting Seventh Avenue and Olivas V. Aoy Avenue. Public transit is readily accessible, with four (4) bus stops located within a five-minute walking distance

(0.25 miles) of the property. The nearest bus stop is approximately 0.03 miles away, at the southwest corner of Seventh Avenue and Tays Street.

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

PUBLIC COMMENT: The subject property is located within the boundaries of the El Paso Central Business Association, Sunrise Civic Group, and Southside Neighborhood Association, all of which were notified of the special permit application. Notices were mailed to property owners within 300 feet of the subject property on September 12, 2025. As of September 18, 2025, the planning division has not received any communications in support or opposition to the special permit request.

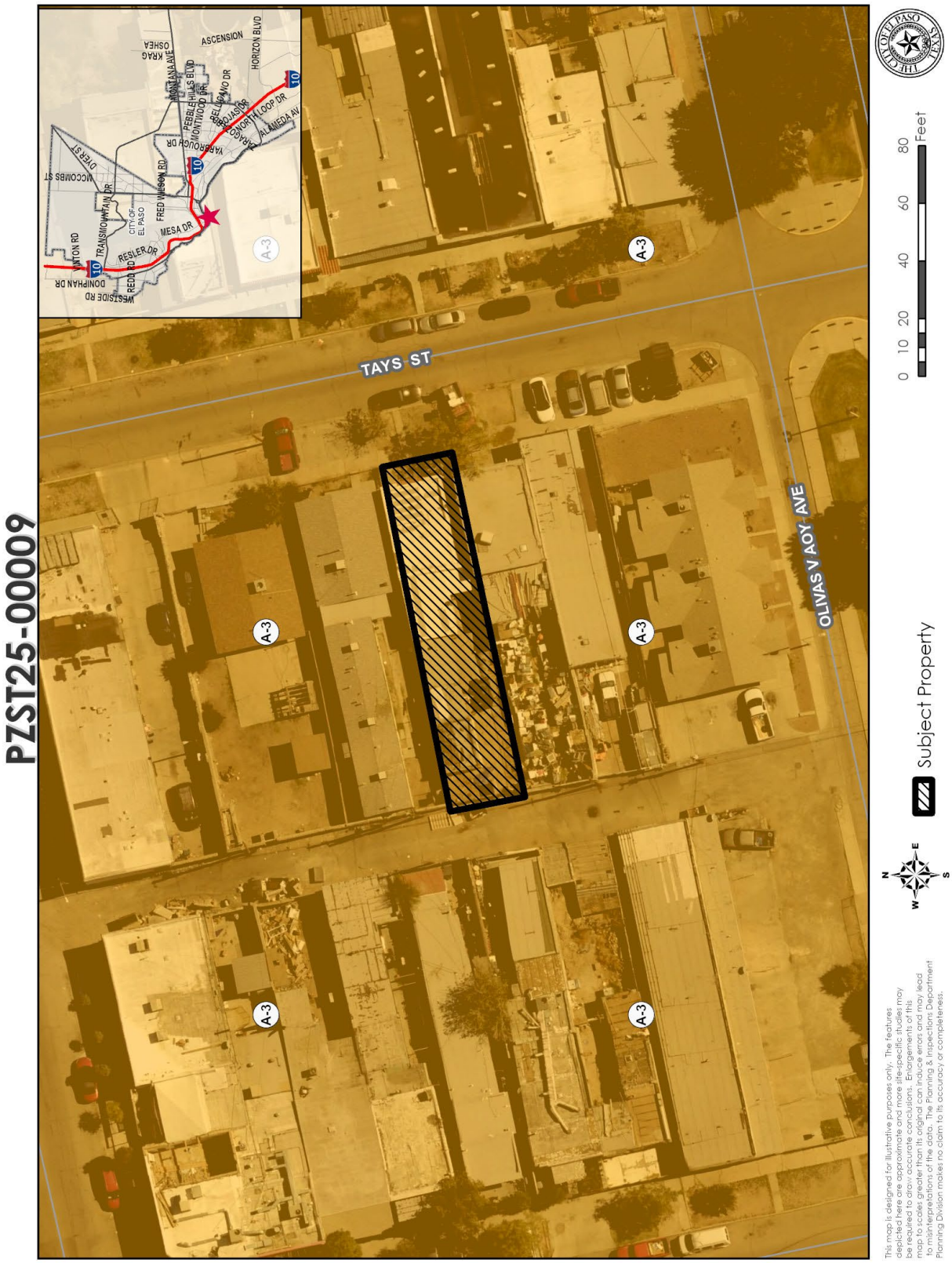
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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

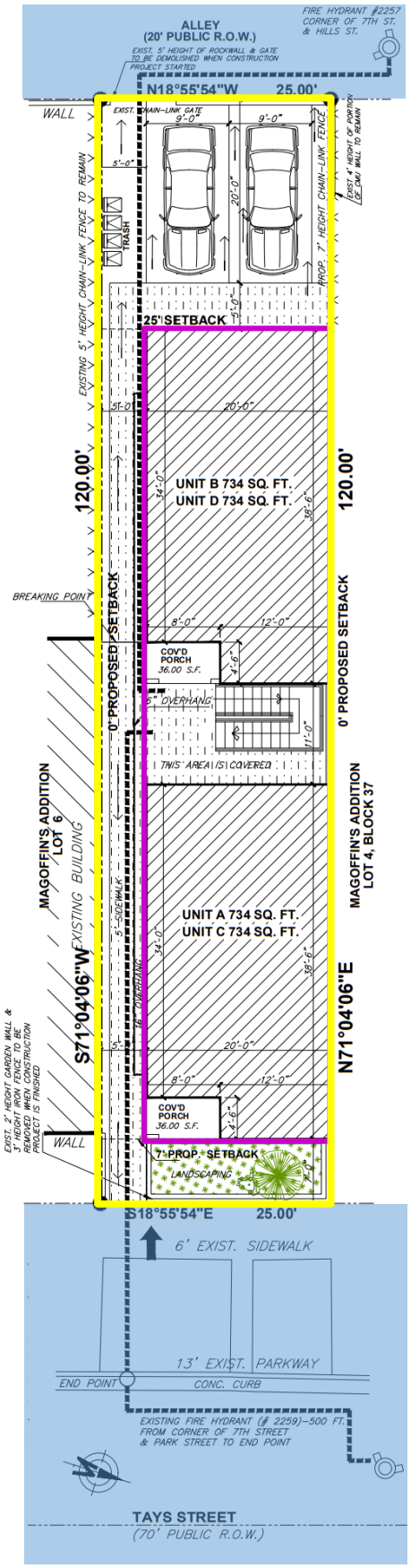
ATTACHMENTS:

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

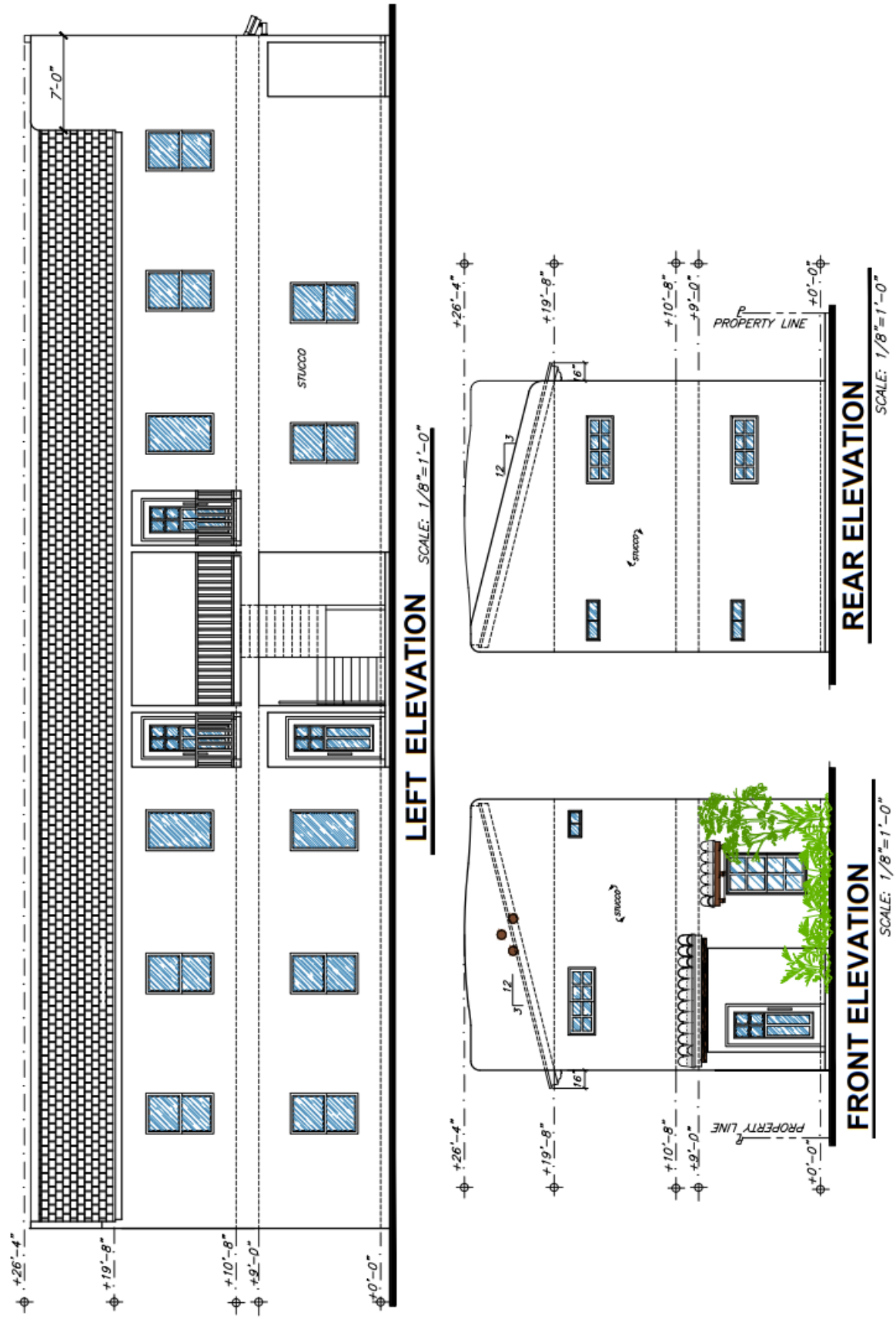
ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department - Planning Division
Staff recommends **APPROVAL** of the special permit for infill development with reduction to lot width and side yard setback in the A-3 (Apartment) zone district. The proposal meets all the requirements of El Paso City Code Sections 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.280 – Infill Development. The proposed development is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division
No comments or objections.

Planning and Inspections Department – Land Development
No objections to proposed special permit.

Fire Department
No adverse comments.

Police Department
No comments provided.

Environment Services
No comments provided.

Streets and Maintenance Department
Traffic and Transportation Engineering:
No objections to application. Parking reduction study approved.

Street Lights Department:
Does not object to this request.

For this development a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

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

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval

Sun Metro
No comments provided.

El Paso Water

EPWater does not object to this request.

EPWU-PSB Comments

There is an existing 4-inch diameter water main extending along the alley that is between Seventh Ave. and East Olivas Villegas Aoy Ave., that is available to provide service. The water main is located approximately 6 feet west of the western property line.

There is an existing 12-inch diameter water main extending along Tays St. that is available to provide service. The water main is located approximately 18 feet west of the eastern right-of-way line.

Previous water pressure reading from fire hydrant #02257, located in the northwest corner of Seventh Ave. and Hills St., yielded a static pressure of 92 psi, a residual pressure of 84 psi, and a flow discharge of 750 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.

EPWater records indicate an active 3/4-inch water meter serving the subject property. The service address for this meter is 911 Tays St.

Sanitary Sewer

There is an existing 8-inch diameter sanitary sewer main extending along the alley that is between Seventh Ave. and East Olivas Villegas Aoy Ave., that is available to provide service, the sewer main is located approximately 10 feet west of the western property line.

General

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

Stormwater:

As per the Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of green space, 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.

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

El Paso County 911 District

No comments or concerns regarding this zoning.

Texas Department of Transportation

No comments provided.

El Paso County Water Improvement District #1

No comments provided.

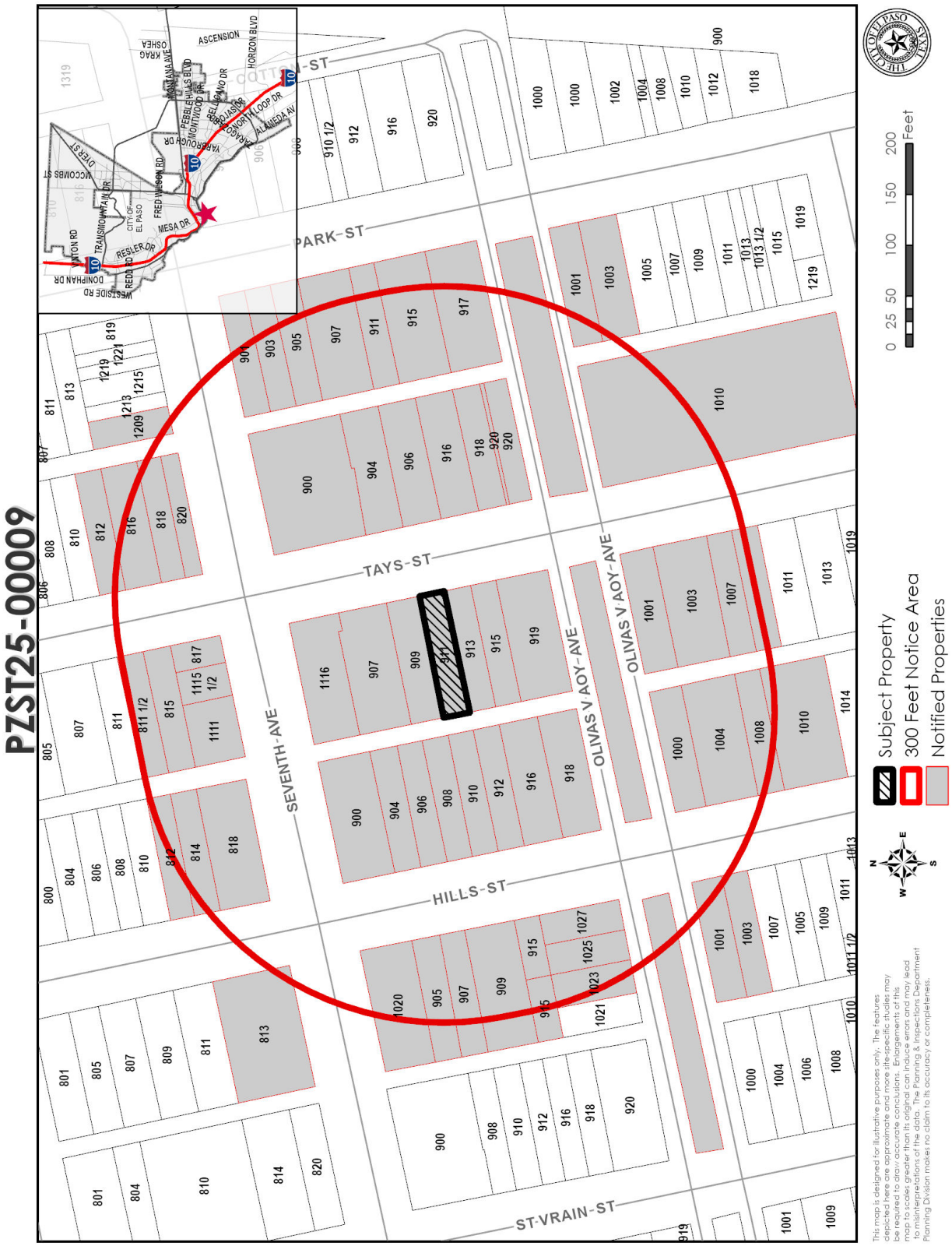
Texas Gas Services

Texas Gas Service has a service line at 911 Tays St.

El Paso Electric

No adverse comments for 911 Tays St.

ATTACHMENT 5



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	H&N PROPERTY HOLDINGS LLC
Business Name	H&N PROPERTY HOLDINGS LLC
Agenda Item Type	N/A
Relevant Department	N/A

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

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

OR

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

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

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

Signature: Luis F. Herrera Digitally signed by Luis F. Herrera Date: 2025.07.29 12:52:31 -06'00' Date: _____

File #: 25-1370, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of the property described as Lot 7 and Lot 8, Block 10, Eastwood Section 1, 7804 and 7808 Bois D' Arc Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to S-D (Special Development), pursuant to Section 20.04.360, and approving a detailed site development plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a medical office as permitted in the S-D (Special Development) zone district. 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: 7804 and 7808 Bois D' Arc Drive
Applicant: Adaeze A. Onuoha, PZRZ24-00026

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Jose Beltran **PHONE NUMBER:** (915) 212-1607

DISTRICT(S) AFFECTED: 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 the property described as Lot 7 and Lot 8, Block 10, Eastwood Section 1, 7804 and 7808 Bois D' Arc Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to S-D (Special Development), pursuant to Section 20.04.360, and approving a detailed site development plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a medical office as permitted in the S-D (Special Development) zone district. 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: 7804 and 7808 Bois D' Arc Drive
Applicant: Adaeze A. Onuoha, PZRZ24-00026

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from R-3 (Residential) to S-D (Special Development) and approval of a detailed site development plan to allow for a medical office. City Plan Commission recommended 6-0 to approve the proposed rezoning and detailed site development plan on September 11, 2025. As of November 18, 2025, the Planning Division has not received any communication in support or opposition to the rezoning and detailed site development plan approval request. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etive

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF THE PROPERTY DESCRIBED AS LOT 7 AND LOT 8, BLOCK 10, EASTWOOD SECTION 1, 7804 AND 7808 BOIS D' ARC DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO S-D (SPECIAL DEVELOPMENT), PURSUANT TO SECTION 20.04.360, AND APPROVING A DETAILED SITE DEVELOPMENT PLAN PURSUANT TO SECTION 20.04.150 AND 20.10.360 OF THE EL PASO CITY CODE TO ALLOW FOR A MEDICAL OFFICE AS PERMITTED IN THE S-D (SPECIAL DEVELOPMENT) ZONE DISTRICT. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Adaeze A. Onuoha, (Owner) has applied for a rezoning of property from **R- 3 (Residential)** to **S-D (Special Development)** per Section 20.04.360 of the El Paso City Code; and,

WHEREAS, Owner has also applied for approval of a detailed site development plan pursuant to Sections 20.04.150 and 20.10.360 of the El Paso City Code for a medical office, which requires approval from both City Plan Commission and City Council; and,

WHEREAS, a public hearing was held for the rezoning and detailed site plan requests at a City Plan Commission meeting; and,

WHEREAS, City Plan Commission has recommended approval of the subject rezoning and detailed site development plan; and,

WHEREAS, the rezoning and detailed site development plan has been submitted to the City Council of the City of El Paso for review and approval; and,

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

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

1. Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *Lot 7 and Lot 8, Block 10, Eastwood Section 1, 7804 and 7808 Bois D Arc Drive, City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A",* be changed from **R-3 (Residential)** to **S-D (Special Development),** as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

2. Pursuant to the requirements of the El Paso City Code, the City Council hereby approves the detailed site development plan submitted by the Owner, to allow a medical office as permitted under the S-D (Special Development) district regulations of 20.04.150 and 20.10.360.

3. A copy of the approved detailed site development plan, signed by the Owner, the City Manager, and the Secretary of the City Plan Commission, is attached hereto, as Exhibit "B" and incorporated herein by reference for all purposes.

4. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the **S-D (Special Development)** District regulations.

5. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the **S-D (Special Development)** district. 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.

6. The approval of this detailed site development plan shall automatically be void if construction on the property is not started in accordance with the attached plan Exhibit "B" within four (4) years from the date hereof.

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

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

ATTEST:

_____
Renard U. Johnson
Mayor

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln
_____
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____ **Zoning Case No: PZRZ24-00026**

AGREEMENT

By execution hereof, **Adaeze A. Onuoha** ("Owner"), referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **S-D (Special Development)** District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 15th day of October, 2025.

OWNER: Adaeze A. Onuoha

By: _____

Adaeze Anyanwututu Onuoha, MD.
(Print name & Title) owner

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
CO UNTY OF EL PASO)

This instrument is acknowledged before me on this 15th day of October, 2025, by Adaeze A. Onuoha, in her legal capacity on behalf of **Adaeze A. Onuoha.**

_____
Notary Public, State of Texas

My Commission Expires:

June 24, 2029

ADRIANA QUIROZ VARGAS
Notary ID #133176604
My Commission Expires
June 24, 2029

ORDINANCE NO. _____ **Zoning Case No: PZRZ24-00026**

Exhibit "A"

Lots 7 and 8, Block 10,
Eastwood Section 1
City of El Paso, El Paso County, Texas

October 26, 2023

METES AND BOUNDS DESCRIPTION

7804-7808 Bois D' Arc Drive
Exhibit "A"

FIELD NOTE DESCRIPTION of Lots 7 and 8, Block 10, Eastwood Section 1, an Addition to the City of El Paso, El Paso County, Texas, according to the Plat or Map thereof recorded in Volume 14, Page 16, Official Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a 1/2" rebar found at the southerly right-of-way line of Bois D' Arc Drive (55' R.O.W.), marking the northwest corner of Lot 4 and northeast corner of Lot 5 od said Block 10, Eastwood Section 1, **THENCE,** along said southerly right-of-way line, 123.25 feet along the arc of a curve to the right which has a central angle of 12°22'03", a radius of 571.00 feet and a chord which bears North 52°23'01" West, a distance of 123.01 feet to the northeast corner of Lot 7, Block 10 and the **POINT OF BEGINNING** of the herein described parcel;

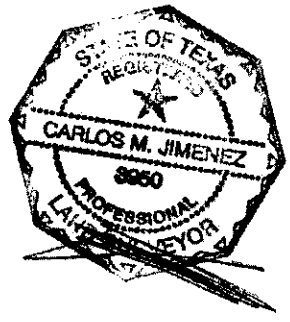
THENCE, leaving said southerly right-of-way line of Bois D' Arc Drive, South 43°48'00" West, a distance of 150.00 feet to a point for corner;

THENCE, North 43°06'00" West, a distance of 77.78 feet to a point for corner;

THENCE, North 31°12'00" West, a distance of 221.37 feet to a point for corner;

THENCE, South 77°07'00" West, a distance of 197.77 feet to a point for corner at the southerly right-of-way line of said Bois D' Arc Drive;

THENCE, along said southerly right-of-way, 122.77 feet along the arc of a curve to the left which has a central angle of 12°19'07", a radius of 571.00 feet and a chord which bears South 40°02'26" East a distance of 122.53 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 30,667.63 square feet or 0.7040 Acres of land more or less.



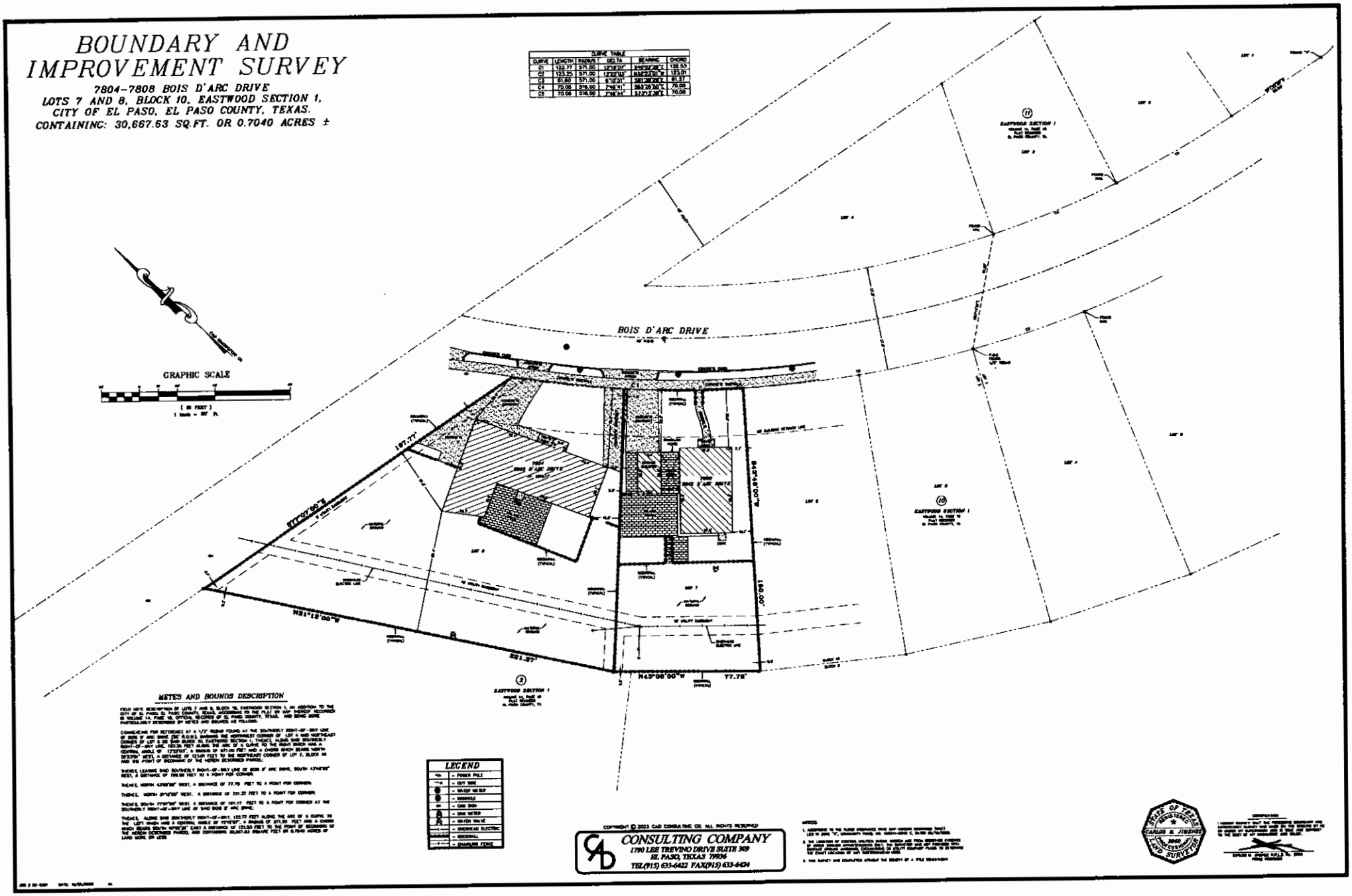
Carlos M. Jimenez
Registered Professional Land Surveyor
Texas No. 3950

CAD CONSULTING COMPANY.
1790 Lee Trevino Suite # 309
El Paso, Texas 79936
(915) 633-6422

EXHIBIT "A"

BOUNDARY AND IMPROVEMENT SURVEY

7804-7808 BOIS D'ARC DRIVE
LOTS 7 AND 8, BLOCK 10, EASTWOOD SECTION 1,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.
CONTAINING: 30,667.63 SQ.FT. OR 0.7040 ACRES ±



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	133.77'	371.00'	20°39'09"	S68°39'34"E	133.03'
C2	133.25'	371.00'	20°34'33"	S68°36'32"E	132.50'
C3	61.60'	371.00'	9°30'51"	S81°38'26"E	61.53'
C4	70.05'	316.00'	7°48'41"	S63°29'20"E	70.00'
C5	70.08'	316.00'	7°48'44"	S71°13'36"E	70.00'

METES AND BOUNDS DESCRIPTION

FIELD NOTE DESCRIPTION OF LOTS 7 AND 8, BLOCK 10, EASTWOOD SECTION 1, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT OF SAID ADDITION RECORDED IN VOLUME 14, PAGE 18, OFFICIAL RECORDS OF EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE AT A 1/2" REBAR FOUND AT THE SOUTHERLY RIGHT-OF-WAY LINE OF BOIS D' ARC DRIVE (80' R.O.W.), MARKING THE NORTHWEST CORNER OF LOT 1 AND NORTHEAST CORNER OF LOT 2, SAID BLOCK 10, EASTWOOD SECTION 1; THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 133.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°34'33", A RADIUS OF 371.00 FEET AND A CHORD WHICH BEARS NORTH 58°39'32" WEST, A DISTANCE OF 132.50 FEET TO THE NORTHEAST CORNER OF LOT 7, BLOCK 10 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF BOIS D' ARC DRIVE, SOUTH 43°48'00" WEST, A DISTANCE OF 189.00 FEET TO A POINT FOR CORNER;

THENCE, NORTH 43°08'00" WEST, A DISTANCE OF 77.78 FEET TO A POINT FOR CORNER;

THENCE, NORTH 37°47'00" WEST, A DISTANCE OF 231.27 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 77°07'00" WEST, A DISTANCE OF 197.77 FEET TO A POINT FOR CORNER AT THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BOIS D' ARC DRIVE;

THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY, 133.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING AND A CENTRAL ANGLE OF 20°39'09", A RADIUS OF 371.00 FEET AND A CHORD WHICH BEARS SOUTH 68°39'34" EAST A DISTANCE OF 133.03 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, AND CONTAINING 30,667.63 SQUARE FEET OR 0.7040 ACRES OF LAND MORE OR LESS

LEGEND

○	- POWER POLE
⊤V	- CATV RISER
W	- WATER METER
⊕	- MANHOLE
⊠	- GAS VALVE
E	- GAS METER
⋈	- WATER VALVE
OHE	- OVERHEAD ELECTRIC
	- RETAINING WALL
	- CHAIN LINK FENCE

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CONSULTING COMPANY
1790 LEE TREVINO DRIVE SUITE 309
EL PASO, TEXAS 79936
TEL(915) 633-6422 FAX(915) 633-6424

NOTES:

1. ADDRESSES AS PER PLAT.
2. THE LOCATIONS OF EXISTING UTILITIES SHOWN HEREON ARE FROM OBSERVABLE EVIDENCE ONLY. UNDERGROUND UTILITIES MAY EXIST. THE SURVEYOR MAKES NO GUARANTEE THAT ALL UTILITIES ARE SHOWN. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION OR THAT ALL UTILITIES IN THE AREA ARE SHOWN.
3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

STATE OF TEXAS REGISTERED CARLOS M. JIMENEZ 5600 LAND SURVEYOR

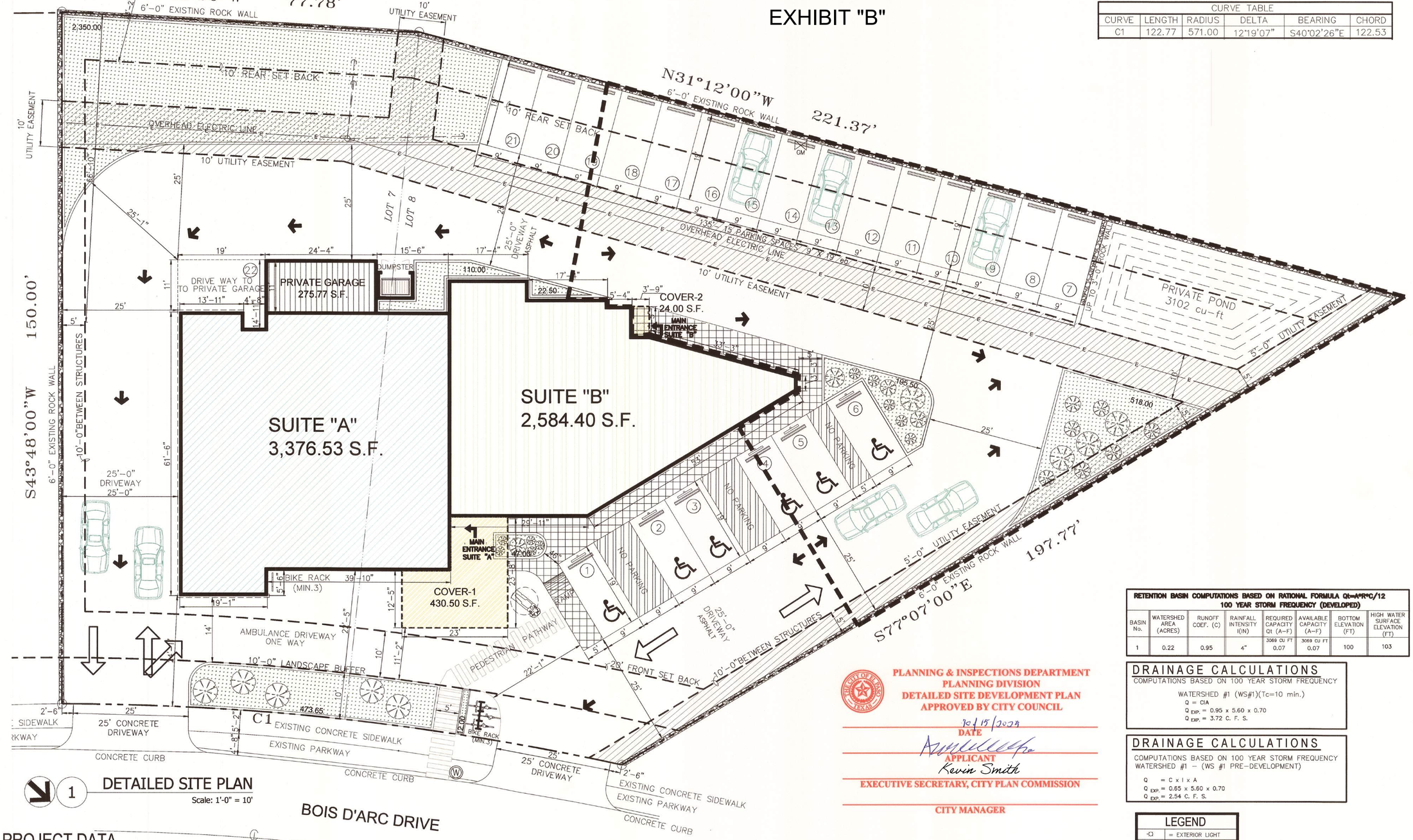
CERTIFICATE:

I HEREBY NOTIFY THAT THE IMPROVEMENTS ON THE PROPERTY DESCRIBED ON THIS PLAT ARE WITHIN THE BOUNDARY LINES OF THE PROPERTY AND THAT THERE ARE NO ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS ON THE PROPERTY BY ADJOINING PROPERTY OR ANY OTHER IMPROVEMENTS ON ADJOINING PROPERTY, STREETS OR EASEMENTS, EXCEPT AS SHOWN.

CARLOS M. JIMENEZ, R.P.L.S. NO. 5600
PUBLIC PROPERTIES

EXHIBIT "B"

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	122.77	571.00	12°19'07"	S40°02'26"E	122.53



1 DETAILED SITE PLAN

Scale: 1'-0" = 10'

PROJECT DATA

APPLICABLE CODES
INTERNATIONAL BUILDING CODE 2021
FIRE BUILDING CODE 2021

SCOPE OF WORK
NEW MEDICAL OFFICE

LEGAL ADDRESS
7804–7808 BOIS D'ARC DR.
EL PASO, TEXAS 79925

LEGAL DESCRIPTION
LOT 7 AND LOT 8, BLOCK 10, EASTWOOD SECTION1,CITY OF EL PASO, EL PASO COUNTY, TEXAS.

LAND AREA
TOTAL AREA = 30,667.63 S.F.
ACRES AREA = 0.70

LOT NOTES:
LOTS 7 & 8 ARE TO BE COMBINED.

SCOPE OF WORK
NEW LAND DEVELOPMENT

ZONING
MEDICAL OFFICE
CLASSIFICATION:
ZONING: SD

OCCUPANCY
MEDICAL OFFICE
OUTPATIENT AREAS 100 GROSS
6,236.70 /150= 41.57= 42
42 PEOPLE

BUILDING AREA: TOTAL = 6,236.70 S.F.

SPACE	AREA S.F.
MEDICAL OFFICE–1	3,376.53 S.F.
MEDICAL OFFICE–2	2,584.40 S.F.
GARAGE PARKING (PRIVATE)	275.77 S.F.
COVER –1	430.50 S.F.
COVER –2	24.00 S.F.

ZONING

SET BACKS	PROVIDED R–3	REQUIRED S–D
FRONT YARD	20'–0"	20'–0"
REAR YARD	20'–0"	10'–0"
CUM. FRONT & REAR YARD	50'–0"	N/A
SIDE YARD	5'–0"	10'–0"BETWEEN STRUCTURES
SIDE STREET	10'–0"	10'–0"
MAXIMUM HEIGHT	35'–0"	35'–0"

LANDSCAPING CALCULATION
LOT AREA = 30,667.63 S.F.
BUILDING AREA = 6,236.70 S.F.
30,667.63 – 6,236.70 = 24,430.93 S.F.
24,430.93 X 15% = 3,664.63 S.F.
REQUIRED = 3,664.63 Sq.Ft.
PROVIDED = 3,728.65 Sq.Ft.

AREA #1	473.65	Sq.Ft.
AREA #2	12.00	Sq.Ft.
AREA #3	47.00	Sq.Ft.
AREA #4	195.50	Sq.Ft.
AREA #5	22.50	Sq.Ft.
AREA #6	110.00	Sq.Ft.
AREA #7	2,350.00	Sq.Ft.
AREA #8	518.00	Sq.Ft.
TOTAL AREA	3,728.65	Sq.Ft.

POND AREA = 3102 cu–ft

PARKING CALCULATION
MIN.=1/288 SF GFA MEDICAL OFFICE
MAX.=1/200 SF GFA MEDICAL OFFICE
MIN.=$\frac{6,236.70}{288}$ (5,960.93)
MIN.= 20.69 = 21 MIN. PARKING SPACES
21 MIN. PARKING SPACES
MAX.=$\frac{6,236.70}{200}$ (5,960.93)
MAX.= 29.80 = 30 MAX. PARKING SPACES
30 MAX. PARKING SPACES REQUIRED
REGULAR = 15 PARKING SPACES
PRIVATE = 1 PARKING SPACES (SUITE"A")
6 H.C. PARKING SPACE
TOTAL PROVIDED = 22 PARKING SPACES
PARKING TREES REQUIRED
22–21=1/5=0.2
– PARKING TREES

BICYCLE PARKING
3 MIN. SPACES REQUIRED

FIRE PROTECTION
NO PROTECTION WITH SPRINKLER
NOT REQUIRED AUTOMATIC
SPRINKLER SYSTEM

FIRE HYDRANT / ACCESSIBLE ROUTE PLAN
EXISTING FIRE HYDRANT
LOCATED AT INTERSECTION OF CANDLEWOOD ST. AND BOIS D'ARC DR.
HYDRANT #00438

RETENTION BASIN COMPUTATIONS BASED ON RATIONAL FORMULA Qt=A*R*C/12
100 YEAR STORM FREQUENCY (DEVELOPED)

BASIN No.	WATERSHED AREA (ACRES)	RUNOFF COEF. (C)	RAINFALL INTENSITY I(IN)	REQUIRED CAPACITY Qt (A–F)	AVAILABLE CAPACITY (A–F)	BOTTOM ELEVATION (FT)	HIGH WATER SURFACE ELEVATION (FT)
1	0.22	0.95	4"	3069 CU FT 0.07	3069 CU FT 0.07	100	103

DRAINAGE CALCULATIONS
COMPUTATIONS BASED ON 100 YEAR STORM FREQUENCY
WATERSHED #1 (WS#1)(Tc=10 min.)
Q = CIA
$Q_{EXP.}$ = 0.95 x 5.60 x 0.70
$Q_{EXP.}$ = 3.72 C. F. S.

DRAINAGE CALCULATIONS
COMPUTATIONS BASED ON 100 YEAR STORM FREQUENCY
WATERSHED #1 – (WS #1 PRE–DEVELOPMENT)
Q = C x I x A
$Q_{EXP.}$ = 0.65 x 5.60 x 0.70
$Q_{EXP.}$ = 2.54 C. F. S.

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL

10/15/2025
DATE

APPLICANT
Kevin Smith

EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

LEGEND

	= EXTERIOR LIGHT
TC	= TOP OF HEADER
NG	= NATURAL GROUND
CL	= PAVEMENT
G	= GUTTER
BS	= TOP OF CURVE
RW	= ROCKWALL
CONC	= CONCRETE
	= POWER POLE
	= GUY WIRE
W	= WATER METER
M	= MANHOLE
	= GAS SIGN
	= GAS METER
	= WATER VALVE
E	= OVERHEAD ELECTRIC
	= ROCKWALL
	= CHAINLINK FENCE

LEGEND

- ACCESSIBLE ROUTE
- EXISTING PRIVATE FIRE HYDRANT
- PRIVATE FIRE HYDRANT
- ARROWS INDICATE STREET ENTRANCE & INTERIOR DRIVEWAY
- ARROWS INDICATE BLDG. ENTRANCE
- ARROWS INDICATE STORM WATER DRAINAGE FLOW
- CONCRETE SLAB (DRIVEWAY)
- LANDSCAPING
- SIDEWALK

COMPLETE DESIGN & DRAFTING Inc.
810 TEXAS AVENUE
EL PASO, TEXAS 79901
PH. 915-777-3056
PH. 915 701-7643
carlos.cdd@yahoo.com
www.designanddrafting.com

REGISTERED ARCHITECT MICHAEL DUKE WALKER 15230 STATE OF TEXAS
09/25/25

DETAILED SITE DEVELOPMENT PLAN FOR RE-ZONING FOR:

SUN NEURO PA

ADDRESS :7804-7808 BOIS D'ARC DR.
EL PASO , TEXAS 79925

PROJECT
7804–7808 BOIS D'ARC DR.
EL PASO , TEXAS 79925

PROJECT NUMBER	DATE
	MAY 2025

REVISIONS	
07/22/2025	
08/12/2025	
08/22/2025	

SHEET TITLE
DETAILED SITE PLAN

SHEET NUMBER
A1.0
1 OF 3

7804 and 7808 Bois D'Arc

City Plan Commission — September 11, 2025

REZONING

ZONING

CASE NUMBER:	**PZRZ24-00026**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Adaeze A. Onuoha
REPRESENTATIVE:	Vanessa Duran
LOCATION:	7804 and 7808 Bois D'Arc Dr. (District 7)
PROPERTY AREA:	0.71 acres
REQUEST:	Rezone from R-3 (Residential) to S-D (Special Development) and Detailed Site Development Plan approval
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None received as of September 4, 2025

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to S-D (Special Development) and approval of a Detailed Site Development Plan to allow for the use of a medical office.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning and Detailed Site Development Plan request. The proposed development meets all the requirements of El Paso City Code Section 20.04.150 – Detailed Site Development Plan Procedures. Furthermore, the proposed development is in accordance with both the G-3, Post War Future Land Use Designation and *Plan El Paso*, the City's adopted Comprehensive Plan.

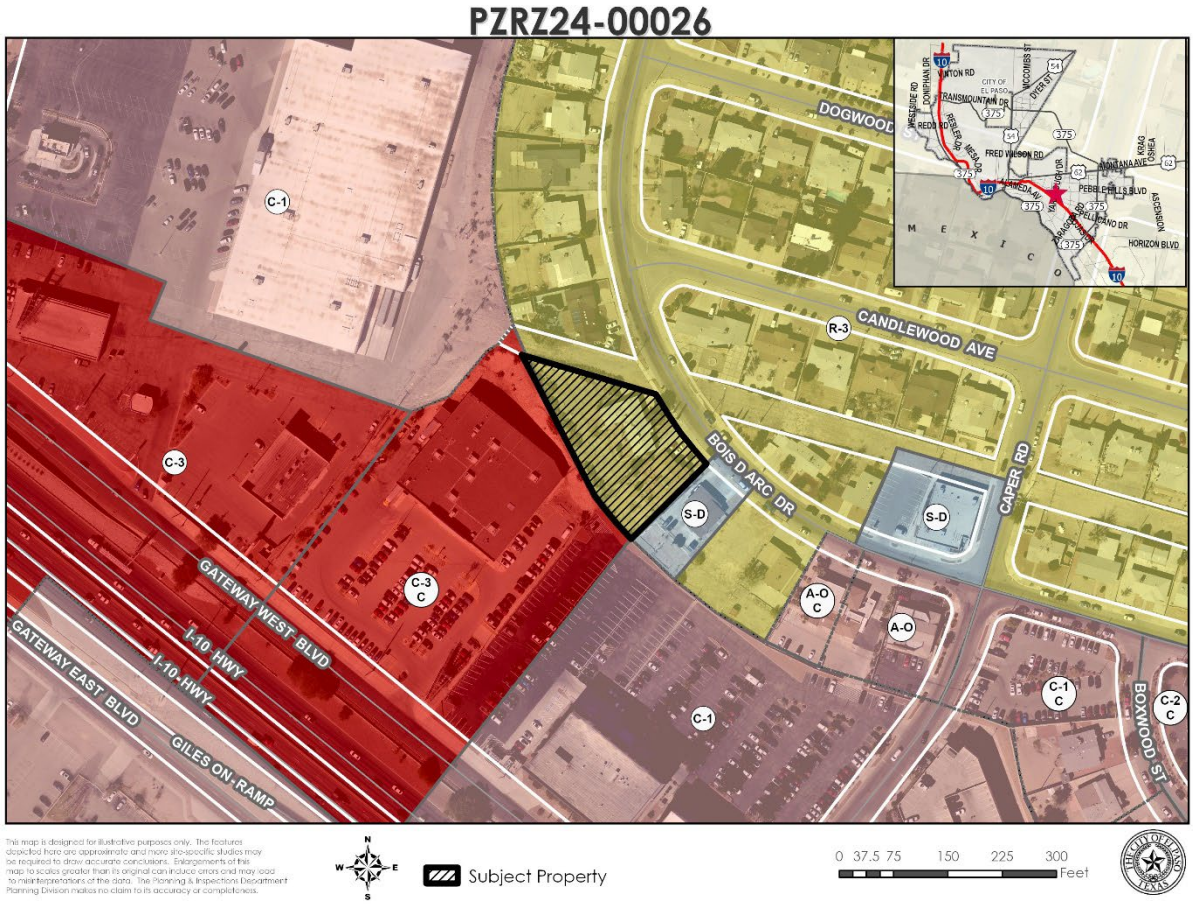


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to S-D (Special Development) and Detailed Site Development Plan approval for the proposed use of a medical office. The subject property is 0.71 acres in size. The Detailed Site Development Plan shows the proposed 6,236 square-foot medical office with a maximum height of seventeen feet (17') as well as landscaping and parking areas. The development will provide twenty-two (22) parking spaces, which includes six (6) accessible spaces, as well as three (3) bicycle spaces. Vehicular and pedestrian access to the subject property is proposed from Bois D'Arc Drive. The Detailed Site Development Plan is being reviewed for conformance to Title 20 of the El Paso City Code and is binding.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed medical office and S-D (Special Development) district are compatible with adjacent C-3 (Commercial), S-D (Special Development), and R-3 (Residential) zoning district and uses. Properties to the west are zoned C-3 (Commercial) and consist of office warehouses. Properties to the north and east are zoned R-3 (Residential) and consists of single-family homes. Properties to the south are zoned C-1 (Commercial) and S-D (Special Development) and consist of medical offices. The nearest school is Bel Air High School which is 0.38 miles away, and the nearest park is Travis White Park located 0.71 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?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **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.	Yes. The subject property and the proposed development meet the intent of the G-3, Post-War, Future Land Use Designation of *Plan El Paso.*
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **S-D (Special Development) District:** The purpose of this district is to provide an opportunity for mixed-use projects, integrated in design, in certain older residential areas where there is a desire to permit a variety of nonresidential uses while maintaining the established residential appearance and landscaping of the area. The regulations of this district are designed to ensure compatibility with existing uses in the district; to permit the production, exhibit or sale of goods and the providing of services to the public in such older residential areas; to protect the traffic capacity of streets serving such older residential areas; to encourage flexibility by prescribing general performance standards for such older residential areas; and to protect the environment of adjacent areas. For the purpose of this district, older areas of the city shall be deemed those areas where development has existed for at least twenty-five years.	Yes. The proposed S-D (Special Development) zoning district will provide for the integration of the medical office use with adjacent S-D (Special Development), C-2 (Commercial), A-O (Apartment/Office), and R-3 (Residential) zoning districts in the immediate surrounding areas.

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.	The subject property has access from Bois D'Arc Drive (local street) via Caper Road to Gateway West Boulevard which is classified as a major arterial in the City of El Paso's Major Thoroughfare Plan (MTP). There are other zoning properties with the same proposed zoning that align with the existing uses and character of the area.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield/environmentally sensitive land, or arroyo disturbance.
Stability: Whether the area is stable or in transition.	This area has been in transition during the last 10 years. There are two properties located to the east of the subject property that were rezoned in 2015 and 2019, respectively, from R-3 (Residential) to S-D (Special Development) for medical office uses.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None. There are no anticipated disruptions to the neighborhood's character. The proposed use is consistent with the area's existing use pattern, which includes medical offices, single-family homes, and office warehouses.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property is located on Bois D'Arc Drive which is classified as a local street on the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate for the proposed development. There is one (1) bus stop within walking distance (0.25 miles) of the subject property located on Caper Road. Sidewalks are currently present abutting the subject property along Bois D'Arc Drive and in the surrounding area.

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

PUBLIC COMMENT: The subject property does not lie within the boundaries of any recognized neighborhood associations. Public notices were mailed to property owners within 300 feet on August 27, 2025. As of September 4, 2025, the Planning Division has not received any communication in support or opposition to the request.

RELATED APPLICATIONS: None.

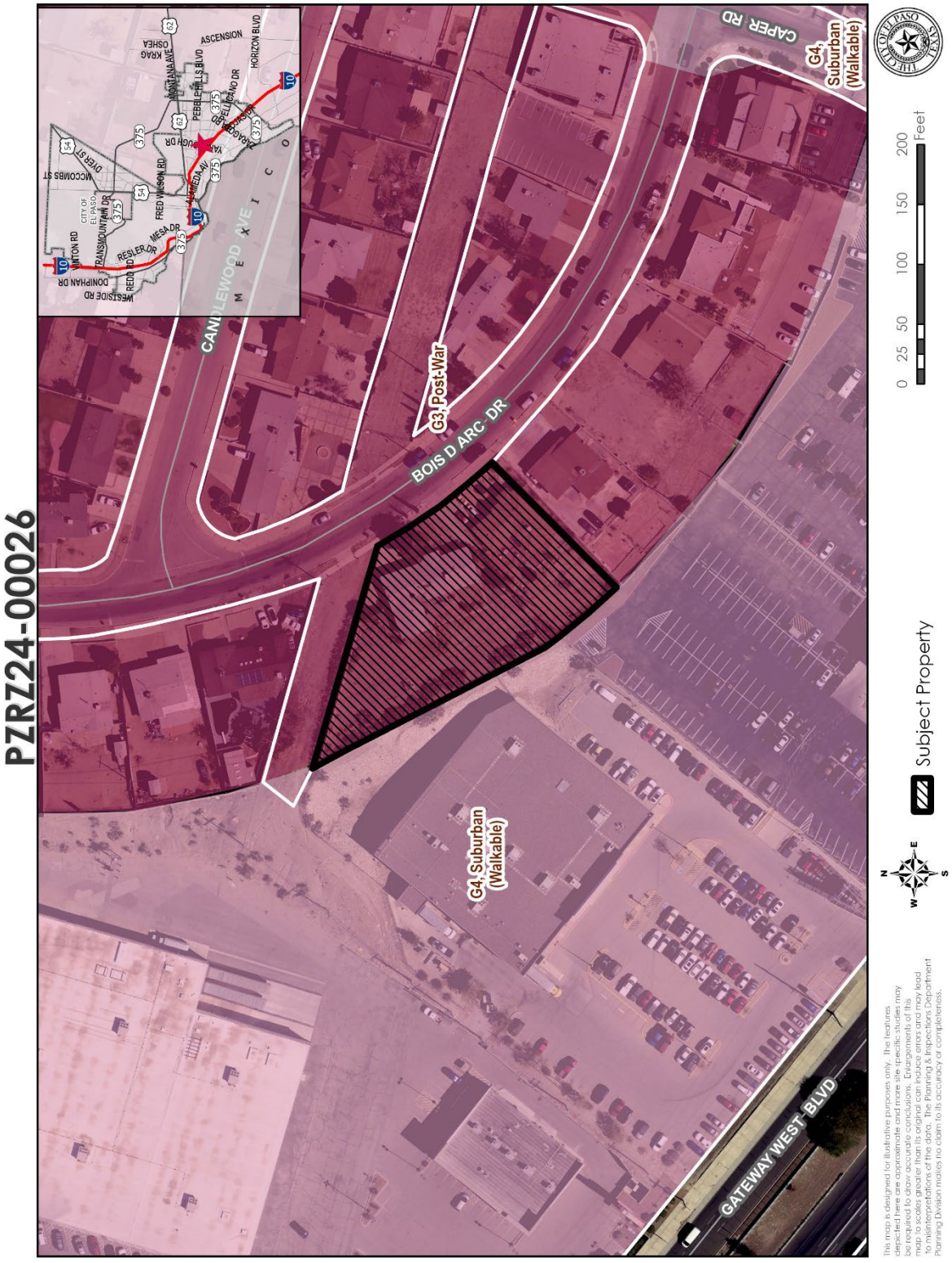
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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

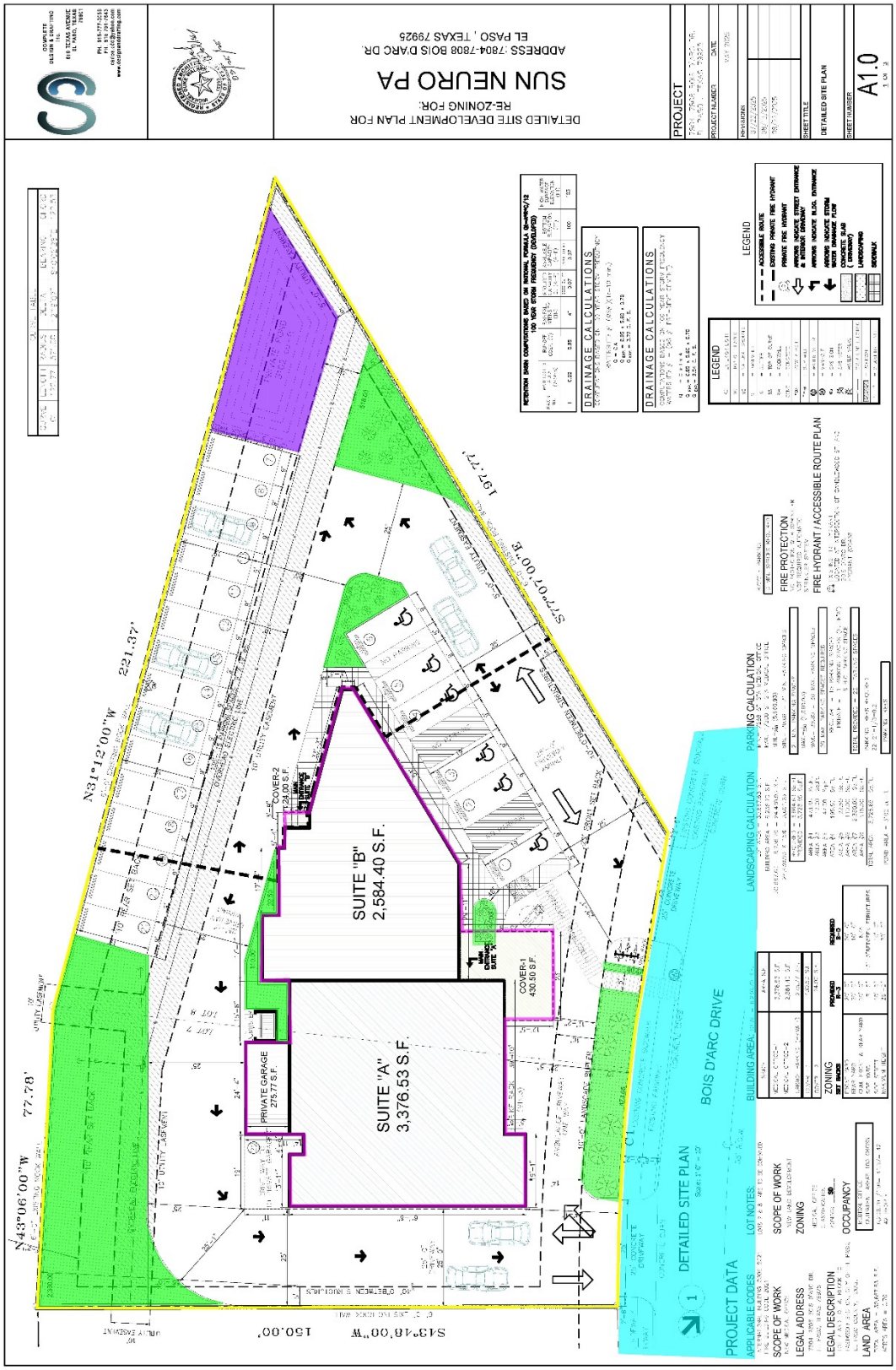
ATTACHMENTS:

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

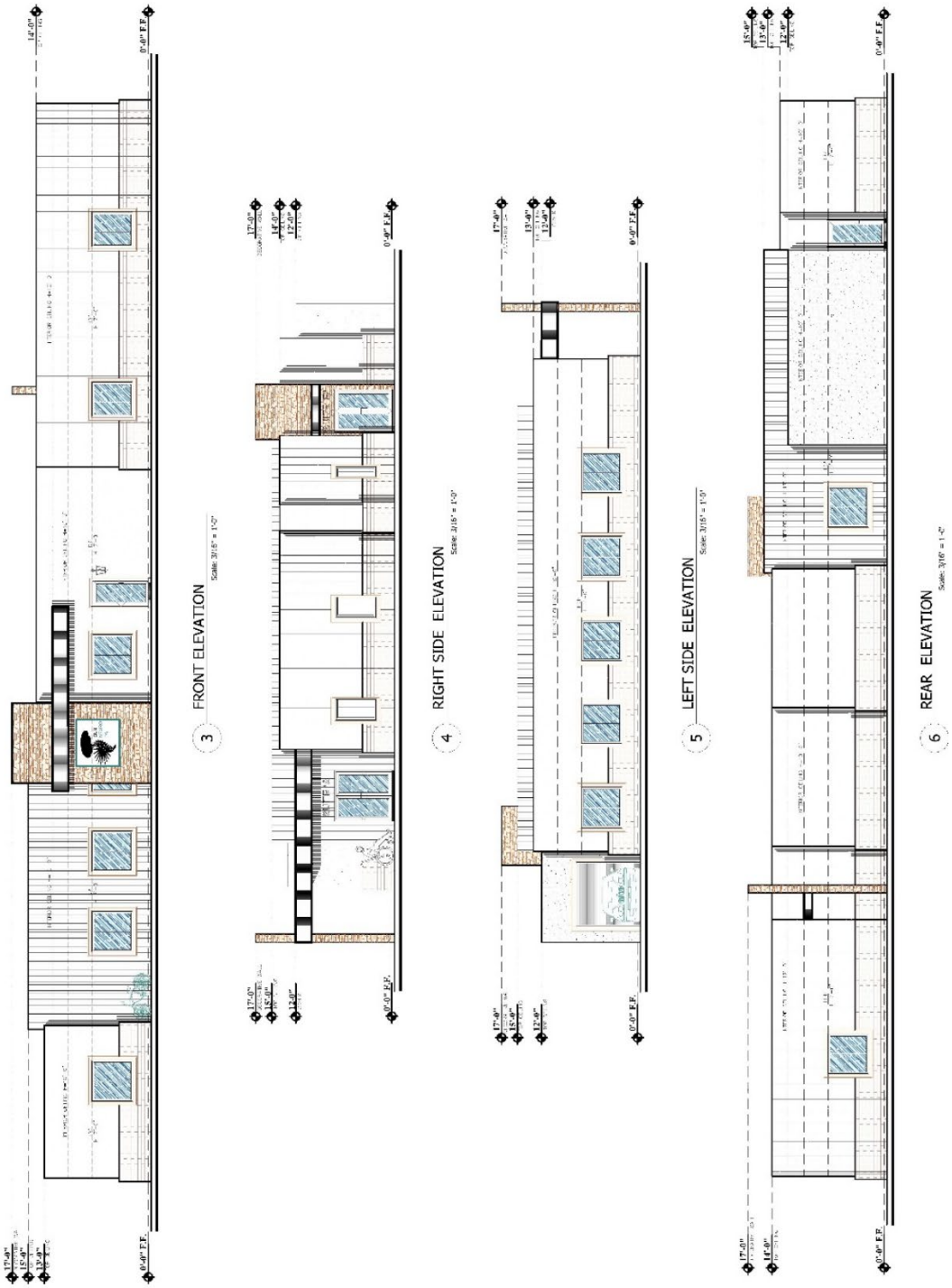
ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the rezoning and Detailed Site Development Plan request. The proposed development meets all the requirements of El Paso City Code Section 20.04.150 – Detailed Site Development Plan Procedures. Furthermore, the proposed development is in accordance with both the G-3, Post War Future Land Use Designation and *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to proposed rezoning.

Planning and Inspections Department – Land Development

No objections to proposed rezoning.

Fire Department

No comments submitted.

Police Department

No comments received.

Environment Services

No comments submitted.

Streets and Maintenance Department

Traffic and Transportation Engineering

1. No TIA is required
2. No objections to application

Street Lights Department

Do not object to this request.

For the development of this project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

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

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Sun Metro
Proposed land use does not affect Sun Metro transit services at this time.

El Paso Water
EPWater does not object to this request.

Water:
There is an existing 8-inch diameter water main extending along Bois D'Arc Dr. This main is available for service.

Previous water pressure reading from fire hydrant #00438, located at the intersection of Candlewood St. and Bois D'Arc Dr. has yielded a static pressure of 104 (psi), a residual pressure of 98 (psi), and a discharge of 1500 (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.

EPWater records indicate one active 3/4-inch water meter serving the subject property. The service address for this meter is 7804 Bois D'Arc Dr.

Sanitary Sewer
There is an existing 8-inch diameter sanitary sewer main extending along Bois D'Arc Dr. This main is available for service.

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

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

Texas Department of Transportation
No comments submitted.

El Paso County Water Improvement District #1
No comments submitted.

El Paso Electric
We have no comments for 7804 and 7808 Bois D'Arc.

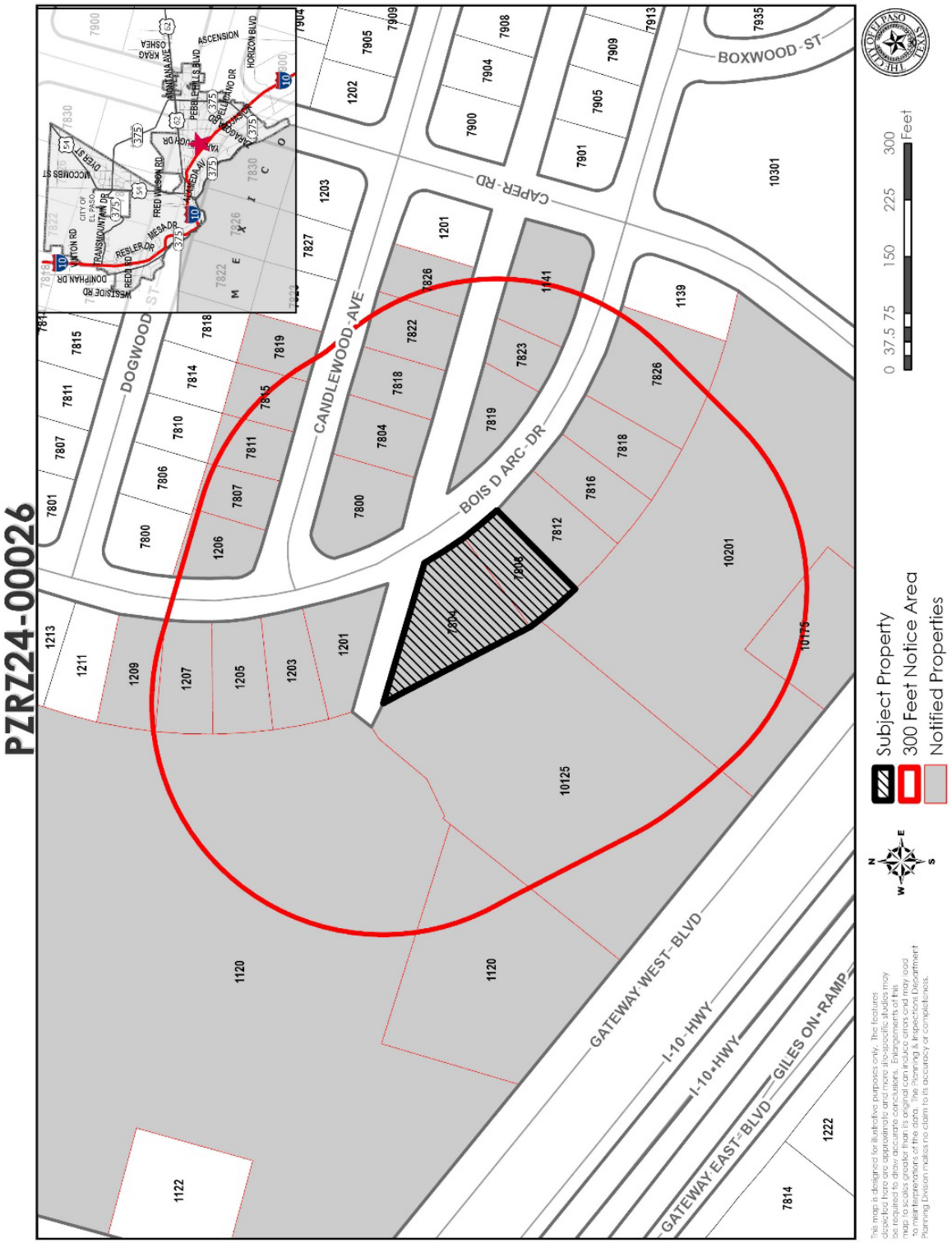
Texas Gas Service
In reference to case PZRZ24-00026 - 7804 Bois D Arc, Texas Gas Service has service lines at 7804 & 7808 Bois d Arc and a 2" main line along the existing easement in the back of the properties.

Disclaimer: Texas Gas Service does not allow permanent structures nor trees to be installed on top of TGS gas mains or service lines. If a conflict is anticipated, the developer, contractors or owner representative should contact TGS to relocate the gas main and/or service at the developer's expense.

El Paso 911 District

The 911 District has no comments or concerns regarding this zoning.

ATTACHMENT 5



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name: Adaeze Anyanwututu Onuoha

Business Name: Sun Neuro PA

Agenda Item Type: Rezoning | Detailed Site plan

Relevant Department: Planning and Inspections

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

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

OR

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

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

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

Signature: _____ Date: 9/11/24

File #: 25-1373, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 5
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas from C-1 (Commercial) to C-2 (Commercial) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 3550 Rich Beem Blvd.
Applicant: Lawson Apartments LLC, PZRZ25-00009

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Jose Beltran **PHONE NUMBER:** (915) 212-1607

DISTRICT(S) AFFECTED: 5

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 Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas from C-1 (Commercial) to C-2 (Commercial) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 3550 Rich Beem Blvd.
Applicant: Lawson Apartments LLC, PZRZ25-00009

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from C-1 (Commercial) to C-2 (Commercial) to allow for a ballroom and shopping center. City Plan Commission recommended 8-0 to approve the proposed rezoning on August 28, 2025. As of November 18, 2025, the Planning Division has received four (4) phone calls of inquiry and one (1) phone call in opposition to the rezoning request. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etive

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOT 2, BLOCK 1, IBARRA SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-1 (COMMERCIAL) TO C-2 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of a portion of Lot 2, Block 1, Ibarra 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 from C-1 (Commercial) to **C-2 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. *That a fifteen-foot (15') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.*

2. *That a Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code prior to issuance of any certificates of occupancy or certificates of completion.*

3. *That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:*
    a. *Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
    b. *Providing outdoor amplified sound.*

4. *That the following uses be prohibited on the property:*
    - *Office warehouse*
    - *Contractor's yard*
    - *Funeral home*
    - *Crematorium*
    - *Mortuary*

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

(signatures in following page)

ADOPTED this _____ day of _____,2025.

THE CITY OF EL PASO

ATTEST:

_____
Renard U. Johnson
Mayor

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
_____
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip F. Etiwe, Director
Planning & Inspections Department

Exhibit "A"

PROPERTY DESCRIPTION

0 RICH BEEM

Description of a parcel of land being a portion of Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas, map of said Ibarra Subdivision recorded in Clerk's File #20070092087, El Paso County, Texas, and also being that parcel recorded in Clerk's File #20220052461, El Paso County, Texas and described as follows;

Beginning at a chiseled "V" found for the most southerly corner of said Lot 2, said "V" also marking the most westerly corner of Lot 1, Block 151, Tierra Del Este Unit 37 (recorded in Clerk's File #20050091407, El Paso County, Texas), said "V" also lying on the northeasterly ROW of Rich Beem Boulevard (110' wide), and being the "Point Of Beginning";

Thence, along the northeasterly ROW of Rich Beem Boulevard, 392.45' along the arc of a curve to the right, having a radius of 1945.00', a central angle of 11°33'38", and a chord bearing North 34°43'05" West a distance of 391.78 to a bent 1/2" rebar found for the most southerly corner of that parcel recorded in Clerk's File #20210033439, El Paso County, Texas;

Thence, with the southeasterly boundary line of said parcel recorded in Clerk's File #20210033439, El Paso County, Texas, North 61°58'53" East a distance of 200.00' to a rebar with cap stamped "Landmark", found for the easternmost corner of said parcel recorded in Clerk's File #20210033439, El Paso County, Texas;

Thence, with the northeasterly boundary line of said parcel recorded in Clerk's File #20210033439, North 24°52'58" West passing at a distance of 150.00' a rebar with cap stamped "Landmark" found at the most northerly corner of said parcel recorded in Clerk's File #20210033439, and continuing along the northeasterly boundary of that parcel recorded in Clerk's File #20240054966 an additional 150.00' for a total of 300.00' to a 1/2" rebar found at the most northerly corner of said parcel recorded in Clerk's File #20240054966, also and lying on the southerly boundary line of Lot 1, of said Block 1, Ibarra Subdivision;

Thence, with said southerly boundary line of said Lot 1, North 70°28'46" East a distance of 82.43' to a rebar found at the southeasterly corner of said Lot 1;

Thence, with the southerly boundary line of that parcel recorded in Clerk's File #20170057371, North 75°09'31" East a distance of 233.15' to a 1/2" rebar, found at the northeasterly corner of this parcel, and lying on the westerly boundary line of Block 120, Tierra Del Este Unit 29 (recorded in Clerk's File #20040111909, El Paso County, Texas), and being the northeasterly corner of this parcel;

Thence, with said westerly boundary line of said Block 120, South 12°50'53" East a distance of 209.99' to a 1/2" rebar found at an angle point;

Thence, continuing with said westerly boundary line of said Block 120, South 30°41'20" East a distance of 323.76' to the southeasterly corner of said Lot 2, Block 1, Ibarra Subdivision, also being the southwesterly corner of said Block 120, Tierra Del Este Unit 29, and lying on said northerly boundary of said Block 151, Tierra Del Este Unit 37, and being the southeasterly corner of this parcel;

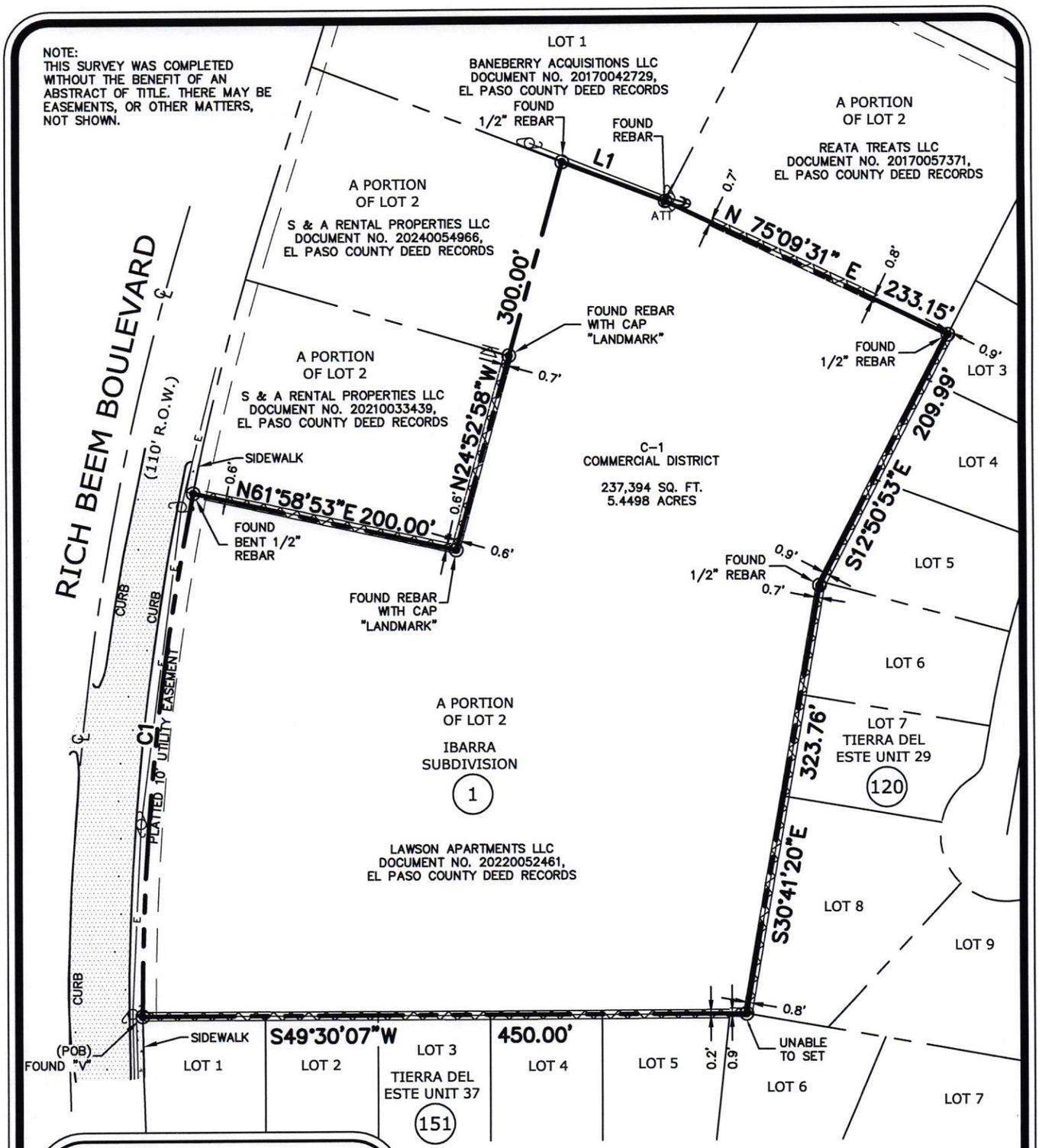
Thence, with said southerly boundary line of said Lot 2, Block 1, Ibarra Subdivision, and said northerly boundary line of said Block 151, South 49°30'07" West a distance of 450.00' to the "Point Of Beginning" and containing 237,394 sq. ft. or 5.4498 acres.

Based on a field survey performed under my supervision and dated 1/29/2025.



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



IMPROVEMENTS LEGEND

- POWER POLE
- ATT ⊗ — AT&T MARKER
- E — OVERHEAD ELEC LINE
- GUY WIRE
- ROCK WALL

0' 100' 200'

SCALE:1"=100'

LINE TABLE		
LINE	LENGTH	BEARING
L1	82.43	N70°28'46"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CHORD
C1	392.45	1945.00	11°33'38"	N34°43'05"W	391.78

CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLIES WITH THE CURRENT STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

JOHN A EBY TX-5372 NM-17779

STATE OF TEXAS REGISTERED JOHN A EBY 5372 PROFESSIONAL LAND SURVEYOR

TBPELS FIRM #10001200

A PORTION OF LOT 2, BLOCK 1,
IBARRA SUBDIVISION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

PLAT RECORD:
DOCUMENT NO.
20070092087

TITLE CO: NONE PROVIDED

FIRM ZONE: X PANEL#: 480212-0175 B DATED: 09/04/1991

DATE OF SURVEY: 01/29/2025 OFFICE: DH FIELD: JAE, AG

PASO DEL NORTE SURVEYING INC.
13998 BRADLEY ROAD, EL PASO, TEXAS 79938
PH. 915-241-1841
FAX 915-855-6925
© COPYRIGHT

3550 Rich Beem

City Plan Commission — August 28, 2025

REZONING

CASE NUMBER:	**PZRZ25-00009**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Lawson Apartments LLC
REPRESENTATIVE:	Guillermo Barajas
LOCATION:	3550 Rich Beem Blvd. (District 5)
PROPERTY AREA:	5.45 acres
REQUEST:	Rezone from C-1 (Commercial) to C-2 (Commercial)
RELATED APPLICATIONS:	Special Permit Application PZST25-00004
PUBLIC INPUT:	Four (4) phone calls of inquiry and one (1) phone call in opposition as of August 21, 2025

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from C-1 (Commercial) to C-2 (Commercial) for proposed uses of ballroom and shopping center.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial and residential uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-4 Suburban (Walkable) Future Land Use designation: The recommended conditions are as follows:

1. *That a fifteen-foot (15') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.*
2. *That a Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code prior to issuance of any certificates of occupancy or certificates of completion.*
3. *That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:*
    a. *Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
    b. *Providing outdoor amplified sound.*
4. *That the following uses be prohibited on the property:*
    - *Office warehouse*
    - *Contractor's yard*
    - *Funeral home*
    - *Crematorium*
    - *Mortuary*

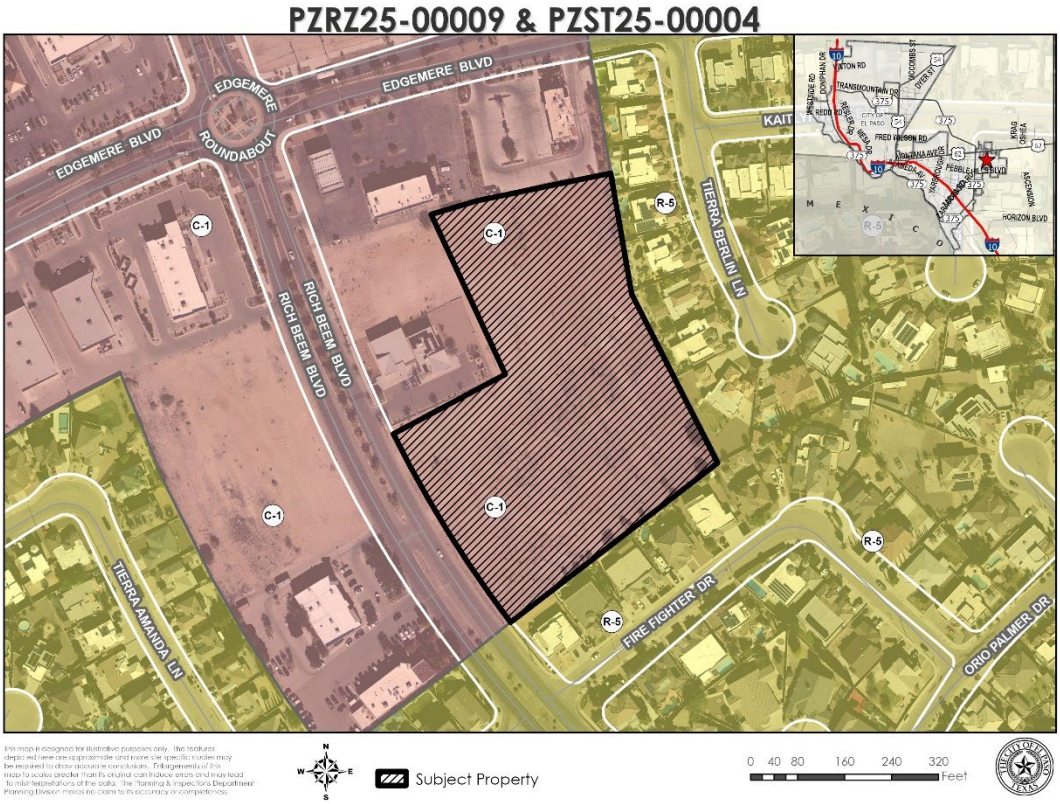


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from C-1 (Commercial) to C-2 (Commercial) for proposed uses of ballroom and shopping center. The subject property is approximately 5.45 acres in size. The Detailed Site Development Plan (Attachment 2) shows a proposed 26,324 square-feet building to be used as a ballroom and a 15,540 square-feet building to be used as a shopping center. The development requires 210 parking spaces, including seven (7) accessible spaces as well as eleven (11) bicycle spaces. The applicant will be providing the minimum number of required parking spaces. Access to the subject property is proposed from Rich Beem Boulevard. The site plan is in compliance with Title 20 of the El Paso City Code.

PREVIOUS CASE HISTORY: On April 22, 2003, City Council passed Ordinance No. 15428, that rezoned the property from R-3 (Residential) to C-1 (Commercial).

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is compatible with adjacent commercial and residential uses in the area. Properties to the north and east are zoned C-1 (Commercial) and R-5 (Residential) and consist of commercial retail and single-family dwellings. Properties to the south are zoned R-5 (Residential) and comprise of single-family dwellings. Properties to the west are zoned C-1 (Commercial) and include a restaurant, medical offices and vacant lots. The nearest school is SPC Raphael Hernando III Middle School located 0.19 miles away and the nearest park is Kip Hill Park located 0.48 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?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-4, Suburban (Walkable):** This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping	Yes. The subject property and the proposed development meet the intent of the G-4, Suburban (Walkable) Future Land Use designation of *Plan El Paso.* The proposed zoning is compatible with the future land use designation as it will provide additional commercial uses to the surrounding area.

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.	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-2 (Commercial) District:** The purpose of the district is to accommodate establishments providing goods and services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the district will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.	Yes. The proposed C-2 (Commercial) zoning district will provide for the integration of commercial uses with adjacent C-1 (Commercial) and R-5 (Residential) zoning districts in the surrounding area.
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 subject property is located along Rich Beem Boulevard which is designated as a major arterial in the City's Major Thoroughfare Plan (MTP). Rezoning the property will allow for the integration of new commercial uses, making them more accessible to nearby residential areas.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The proposed development is not within any historic districts of study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is generally stable, with one rezoning in the last 10 years, in which a nearby property was rezoned from C-1 (Commercial) to C-2 (Commercial) and granted a special permit to allow for the use of a ballroom.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None. The proposed development is within a stable area of the city. The established neighborhood consists of commercial retail, medical offices, restaurants, and single-family dwellings.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access is proposed from Rich Beem Boulevard, which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan (MTP) and is appropriate for commercial development. Existing infrastructure and services are adequate to serve the proposed development. There is one (1) bus stop located within walking distance (0.25 miles) and the subject property is

located 0.37 miles from the Sun Metro Upper Eastside Transit Center. Furthermore, a five-foot (5') sidewalk will be provided along Rich Beem Boulevard abutting the subject property that will provide pedestrian connectivity with existing sidewalks in the area.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from the reviewing departments. Staff recommends development conditions to ensure compatibility with the existing surrounding developments.

PUBLIC COMMENT: The subject property lies within the boundaries of the Las Tierras Neighborhood Association. Public notices were mailed to property owners within 300 feet on August 14, 2025. As of August 21, 2025, the Planning Division has received four (4) phone calls of inquiry and one (1) phone call in opposition of the request. The opposition consisted of public concerns for noise and traffic of the proposed development.

RELATED APPLICATIONS: A Special Permit application (PZST25-00004) is running concurrently with this rezoning request to allow for the proposed use of a ballroom in the proposed C-2 (Commercial) zoning district. The detailed site development plan review shall satisfy the condition requirement.

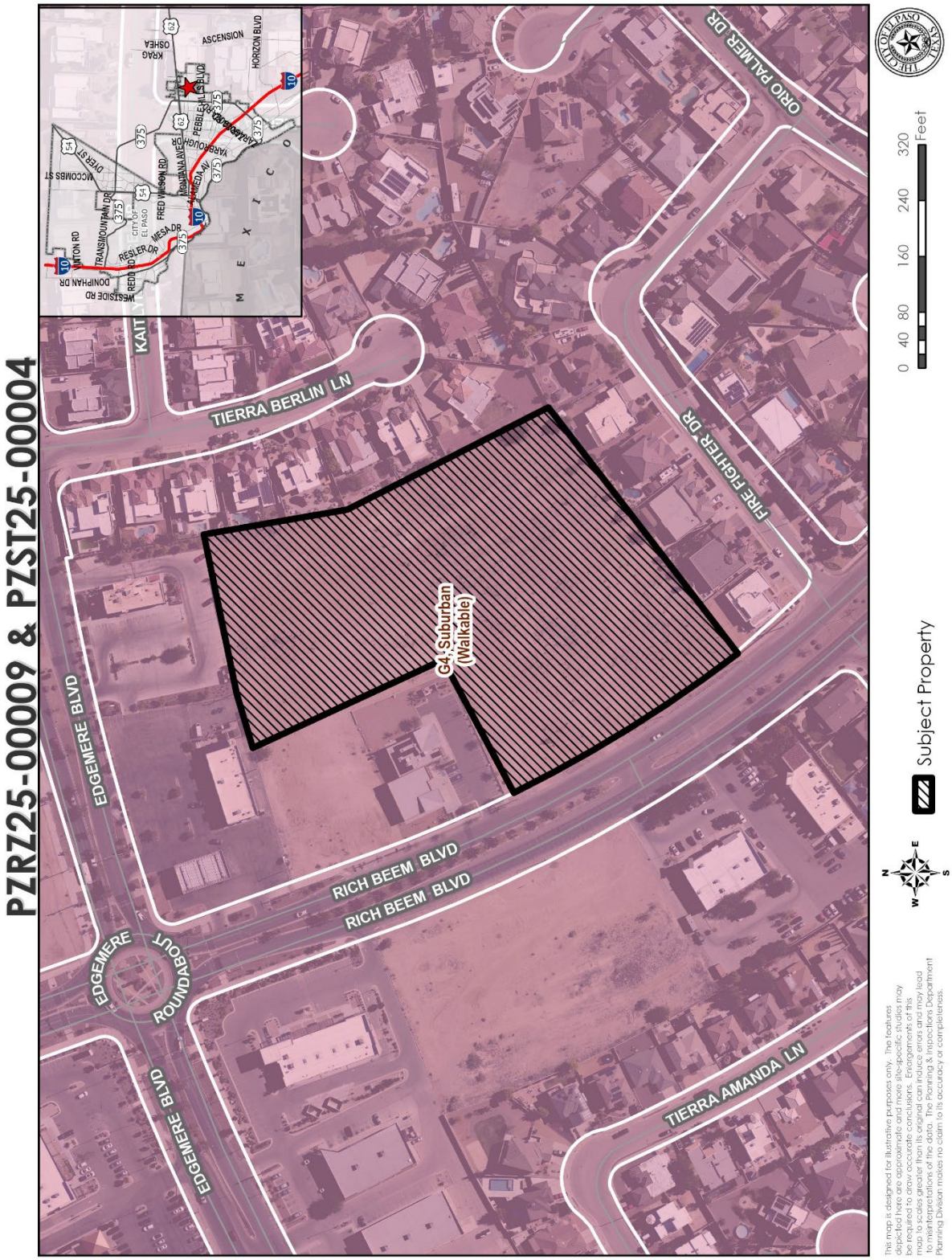
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

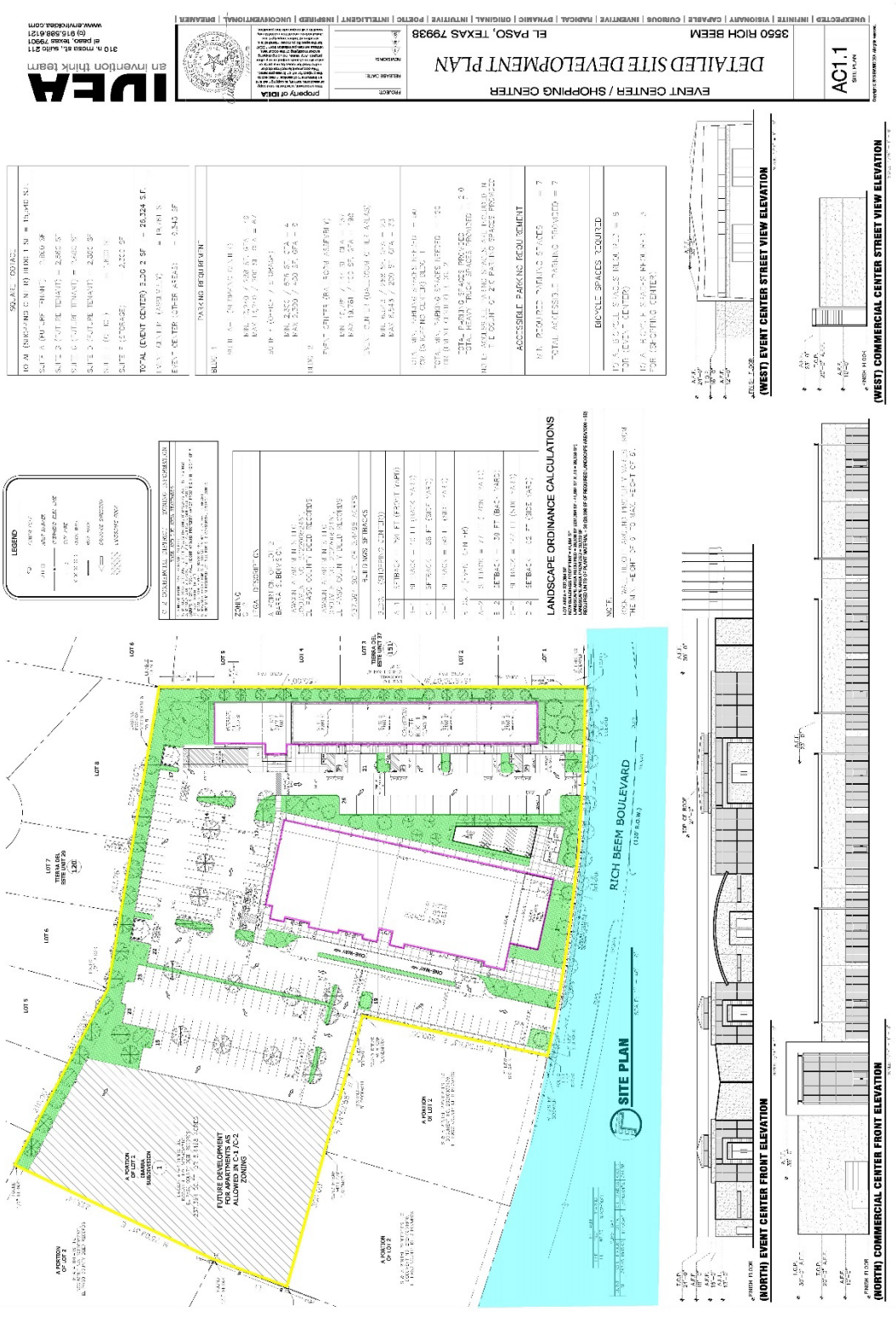
ATTACHMENTS:

1. Future Land Use Map
2. Detailed Site Development Plan
3. Ordinance No. 15428
4. Department Comments
5. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

1 S1-18 19H

D[redacted] 20030041164

ORDINANCE NO. 15428

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF SECTIONS 34, 35, 38, 39 AND 46, BLOCK 79, TOWNSHIP 2, TEXAS & PACIFIC RAILROAD COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS (SOUTH OF MONTANA AVENUE AND WEST OF ZARAGOZA ROAD) AS FOLLOWS: PARCEL 1, FROM R-3 (RESIDENTIAL) TO C-4/C (COMMERCIAL/CONDITIONS) AND IMPOSING CERTAIN CONDITIONS; PARCEL 2, FROM R-3 (RESIDENTIAL) TO S-D (SPECIAL DEVELOPMENT); PARCEL 3, FROM R-3 (RESIDENTIAL) TO R-5 (RESIDENTIAL); PARCEL 4, FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL); PARCEL 5, FROM R-3 (RESIDENTIAL) TO R-5 (RESIDENTIAL); PARCEL 6, FROM R-3 (RESIDENTIAL) TO R-5 (RESIDENTIAL); PARCEL 7, FROM R-3 (RESIDENTIAL) TO C-3/C (COMMERCIAL/CONDITIONS) AND IMPOSING CERTAIN CONDITIONS; PARCEL 8, FROM R-3 (RESIDENTIAL) TO C-2 (COMMERCIAL); PARCEL 9, FROM R-3 (RESIDENTIAL) TO C-3/C (COMMERCIAL/CONDITIONS) AND IMPOSING CERTAIN CONDITIONS; AND PARCEL 10, FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL). THE PENALTY IS 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 *a portion of Sections 34, 35, 38, 39 and 46, Block 79, Township 2, TEXAS & PACIFIC RAILROAD COMPANY SURVEYS, El Paso, El Paso County, Texas,* as more particularly described by metes and bounds in the attached Exhibit "A", be changed, within the meaning of the zoning ordinance, as follows:

Parcel 1 (36.243 acres):	from R-3 (Residential) to C-4/c (Commercial/conditions);
Parcel 2 (89.764 acres):	from R-3 (Residential) to S-D (Special Development);
Parcel 3 (74.835 acres):	from R-3 (Residential) to R-5 (Residential);
Parcel 4 (51.401 acres):	from R-3 (Residential) to C-1 (Commercial;)
Parcel 5 (204.043 acres)	from R-3 (Residential) to R-5 (Residential);
Parcel 6 (480.867 acres)	from R-3 (Residential) to R-5 (Residential);
Parcel 7 (14.738 acres):	from R-3 (Residential) to C-3/c (Commercial/conditions);
Parcel 8 (7.364 acres):	from R-3 (Residential) to C-2 (Commercial);
Parcel 9 (39.865 acres):	from R-3 (Residential) to C-3/c (Commercial/conditions); and
Parcel 10 (20.138 acres):	from R-3 (Residential) to C-3 (Commercial);

and that the zoning map of the City of El Paso be revised accordingly; and

That Parcels 1, 7, and 9 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 C-3/c and C-4/c (Commercial/conditions)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this city:

Parcel 1

1. A ten-foot (10') wide landscaped buffer to include, but not be limited to, evergreen trees placed at 15 foot intervals on center along the property line where abutting residential zoning districts. This requirement shall be in addition to the requirements of the Landscaping Ordinance of the El Paso Municipal Code.
2. Prior to the issuance of any building permits, a detailed site plan shall be reviewed and approved by the City Plan Commission.

Parcel 7

A ten-foot (10') wide landscaped buffer to include, but not be limited to, evergreen trees placed at 15 foot intervals on center along the property line where abutting residential zoning districts. This requirement shall be in addition to the requirements of the Landscaping Ordinance of the El Paso Municipal Code.

Parcel 9

A ten-foot (10') wide landscaped buffer to include, but not be limited to, evergreen trees placed at 15 foot intervals on center along the property line where abutting residential zoning districts. This requirement shall be in addition to the requirements of the Landscaping Ordinance of the El Paso Municipal Code.

These conditions run with the land, are a charge and servitude thereon, and bind 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 these conditions, or by any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above conditions in its discretion without the consent of any third person who may be benefitted thereby, and without affecting the validity of this ordinance.

PASSED AND APPROVED this **22nd** day of **April, 2003**.

THE CITY OF EL PASO

Raymond C. Caballero
Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

(Signatures continued on following page)

APPROVED AS TO FORM:

Matt Watson
Assistant City Attorney

APPROVED AS TO CONTENT:

Rodolfo Valdez, Chief Urban Planner
Planning, Research & Development

Acknowledgment

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 22nd day of April, 2003, by RAYMOND C. CABALLERO as Mayor of **THE CITY OF EL PASO.**

My Commission Expires:

CECILIA FLORES
NOTARY PUBLIC
In and for the State of Texas
My commission expires 10-06-2006

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

MW:pmc\#90689\ZON/PLA\Y6 3 3/28/2003

ORDINANCE NO. 15428

Zoning Case No. ZC-02058

263

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL WITH CONDITIONS** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial and residential uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-4 Suburban (Walkable) Future Land Use designation: The recommended conditions are as follows:

1. *That a fifteen-foot (15') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.*
2. *That a Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code prior to issuance of any certificates of occupancy or certificates of completion.*
3. *That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:*
    a. *Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
    b. *Providing outdoor amplified sound.*
4. *That the following uses be prohibited on the property:*
    - *Office warehouse*
    - *Contractor's yard*
    - *Funeral home*
    - *Crematorium*
    - *Mortuary*

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to the proposed rezoning.

Planning and Inspections Department – Land Development

No objections to the proposed rezoning.

Fire Department

No adverse comments

Police Department

The 9-1-1 District has no comments or concerns regarding this zoning.

Environment Services

No comments received.

Sun Metro

No comments received.

Streets and Maintenance Department

Traffic & Transportation Engineering

No TIA is required.

Streets Lighting:

Street Lights Department does not object to this request.

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

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

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management:
Indicate that any damaged structure must be restored to the same or better condition. This applies to asphalt, concrete, manholes, and water valves.

When installing sidewalks, ensure compliance with Municipal Code Chapter 19.21 governing sidewalks and Chapter 13.04.020 specifying sidewalk standards.

For all proposed/improvement within city ROW please to follow DSC and include construction detail information.

El Paso Water
EPWater-PSB does not object to this request.

The subject property is located within the City of El Paso Annexation Service Area. Annexation fees will be assessed and collected at the time the EPWater-PSB receives an application for water and sewer services.

Water and sanitary sewer main extensions within a PSB easement may be required to provide service. The water main shall be extended to create a looped water system. EPWater-PSB requests that the site be graded so that sanitary sewer service may be provided by gravity. All costs associated with the extension of the water and sanitary sewer mains and easement acquisition are the responsibility of the Owner/Developer. The owner's engineer is to coordinate with EPWater-PSB for water and sanitary sewer design.

Water
There is an existing 16-inch diameter water main that extends along Rich Beem Blvd., located approximately 73-feet east of the west right-of-way line. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board Rules & Regulations.

Sanitary Sewer
There is an existing 12-inch diameter sanitary sewer main that extends along Rich Beem Blvd., located approximately 45-feet east of the west right-of-way line. This main is approximately 24-feet deep. This main can be extended to provide service.

General
No building, reservoir, structure, parking stalls, or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of

EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, trees, buildings, curbs, or any structure that will interfere with the access to the PSB easement(s). There shall be at least a 5-foot setback from the easement line to any building, sign, or structure. All easements dedicated for public water and/or sanitary sewer facilities shall comply with EPWater-PSB Easement Policy. The PSB easement(s) shall be improved to allow the operation of EPWater-PSB maintenance vehicles. EPWater-PSB requires access to the proposed water facilities, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

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

Stormwater:
EPWater-SW has no issue with this property's storm sewer discharge; it seems like Tierra del Este Unit #29 & #34 included this property in their drainage computations.

However, we recommend using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

El Paso County 911 District
No comments received.

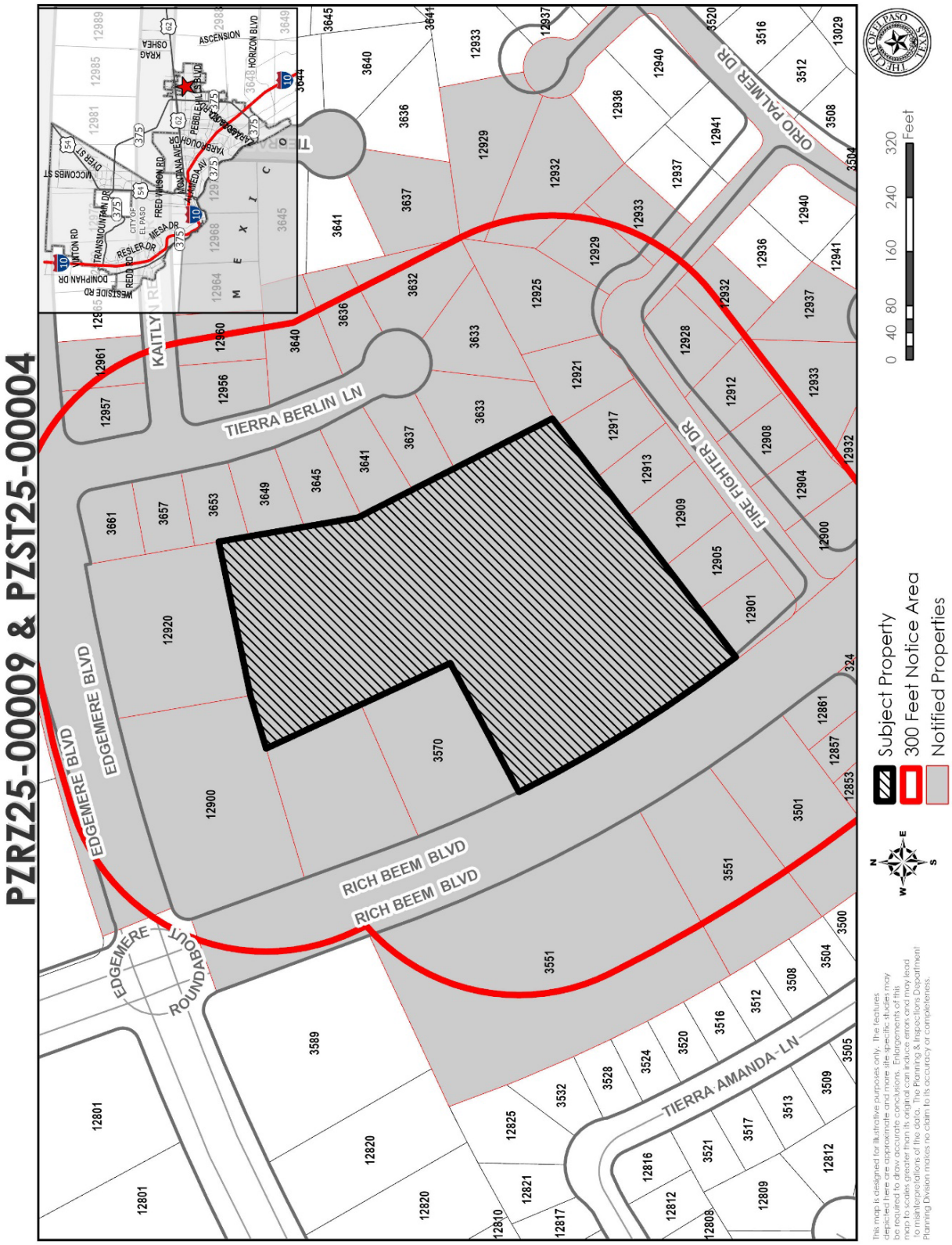
Texas Department of Transportation
No comments received.

El Paso County Water Improvement District #1
No comments received.

Texas Gas Service
Texas Gas Service will need an easement to provide gas service to the new development.

El Paso Electric
We have no comments for 3550 Rich Beem Blvd.

ATTACHMENT 5



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	DOUGLAS DOE ALORGBEY
Business Name	LAWSON APARTMENTS, LLC
Agenda Item Type	Rezoning/Special Permit
Relevant Department	Planning and Inspections

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

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

OR

☐ I have made campaign contrib tions or donations totaling an aggregate of $500 or more to the following City Council member(s) during t eir campaign(s) or term(s) of City office:

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

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

Signature: _____ Date: 01/23/2025

File #: 25-1374, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 5
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST25-00004, to allow for a ballroom on the property described as a portion of Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 3550 Rich Beem Blvd.
Applicant: Lawson Apartments LLC, PZST25-00004

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Jose Beltran **PHONE NUMBER:** (915) 212-1607

DISTRICT(S) AFFECTED: 5

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance granting special permit No. PZST25-00004, to allow for a ballroom on the property described as a portion of Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 3550 Rich Beem Blvd.
Applicant: Lawson Apartments LLC, PZST25-00004

BACKGROUND / DISCUSSION:

The applicant is requesting a special permit to allow for a ballroom. City Plan Commission recommended 8-0 to approve the proposed special permit on August 28, 2025. As of November 18, 2025, the Planning Division has received four (4) phone calls of inquiry and one (1) phone call in opposition to the special permit request. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST25-00004, TO ALLOW FOR A BALLROOM ON THE PROPERTY DESCRIBED AS A PORTION OF LOT 2, BLOCK 1, IBARRA SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the Lawson Apartments LLC has applied for a Special Permit under Section 20.04.260 of the El Paso City Code to allow for a Ballroom**;** and,

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

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

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

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

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

1. That the property described as follows, is in a C-2/c (Commercial/conditions) District:

A portion of Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas and as more particularly described by metes and bounds on the attached **Exhibit "A"**; and,

2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for a Ballroom on the property described in Paragraph 1 of this Ordinance; and,

3. That this Special Permit is issued subject to the development standards in the C-2/c (Commercial/conditions) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "B "** and is incorporated herein by reference for all purposes; and,

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST25-00004, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

ADOPTED this ___ day of _____, 2025.

THE CITY OF EL PASO

ATTEST:

Renard U. Johnson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Senior Assistant Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

Lawson Apartments LLC the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the C-2/c (Commercial/conditions) **District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 15 day of October, 2025.

Lawson Apartments LLC

(Signature)

Douglas Alorgbey

(Name/Title)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 16th day of October, 2025, by Douglas D Alorgbey for Lawson Apartments LLC as Applicant.

(Seal)

CLAUDIA S. JACQUEZ
Notary Public, State of Texas
Comm. Expires 04-01-2026
Notary ID 133683085

Notary Public, State of Texas
Signature

Claudia S Jacquez

Printed or Typed Name

My Commission Expires:

04/01/2026

Exhibit "A"

PROPERTY DESCRIPTION

0 RICH BEEM

Description of a parcel of land being a portion of Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas, map of said Ibarra Subdivision recorded in Clerk's File #20070092087, El Paso County, Texas, and also being that parcel recorded in Clerk's File #20220052461, El Paso County, Texas and described as follows;

Beginning at a chiseled "V" found for the most southerly corner of said Lot 2, said "V" also marking the most westerly corner of Lot 1, Block 151, Tierra Del Este Unit 37 (recorded in Clerk's File #20050091407, El Paso County, Texas), said "V" also lying on the northeasterly ROW of Rich Beem Boulevard (110' wide), and being the "Point Of Beginning";

Thence, along the northeasterly ROW of Rich Beem Boulevard, 392.45' along the arc of a curve to the right, having a radius of 1945.00', a central angle of 11°33'38", and a chord bearing North 34°43'05" West a distance of 391.78 to a bent 1/2" rebar found for the most southerly corner of that parcel recorded in Clerk's File #20210033439, El Paso County, Texas;

Thence, with the southeasterly boundary line of said parcel recorded in Clerk's File #20210033439, El Paso County, Texas, North 61°58'53" East a distance of 200.00' to a rebar with cap stamped "Landmark", found for the easternmost corner of said parcel recorded in Clerk's File #20210033439, El Paso County, Texas;

Thence, with the northeasterly boundary line of said parcel recorded in Clerk's File #20210033439, North 24°52'58" West passing at a distance of 150.00' a rebar with cap stamped "Landmark" found at the most northerly corner of said parcel recorded in Clerk's File #20210033439, and continuing along the northeasterly boundary of that parcel recorded in Clerk's File #20240054966 an additional 150.00' for a total of 300.00' to a 1/2" rebar found at the most northerly corner of said parcel recorded in Clerk's File #20240054966, also and lying on the southerly boundary line of Lot 1, of said Block 1, Ibarra Subdivision;

Thence, with said southerly boundary line of said Lot 1, North 70°28'46" East a distance of 82.43' to a rebar found at the southeasterly corner of said Lot 1;

Thence, with the southerly boundary line of that parcel recorded in Clerk's File #20170057371, North 75°09'31" East a distance of 233.15' to a 1/2" rebar, found at the northeasterly corner of this parcel, and lying on the westerly boundary line of Block 120, Tierra Del Este Unit 29 (recorded in Clerk's File #20040111909, El Paso County, Texas), and being the northeasterly corner of this parcel;

Thence, with said westerly boundary line of said Block 120, South 12°50'53" East a distance of 209.99' to a 1/2" rebar found at an angle point;

Thence, continuing with said westerly boundary line of said Block 120, South 30°41'20" East a distance of 323.76' to the southeasterly corner of said Lot 2, Block 1, Ibarra Subdivision, also being the southwesterly corner of said Block 120, Tierra Del Este Unit 29, and lying on said northerly boundary of said Block 151, Tierra Del Este Unit 37, and being the southeasterly corner of this parcel;

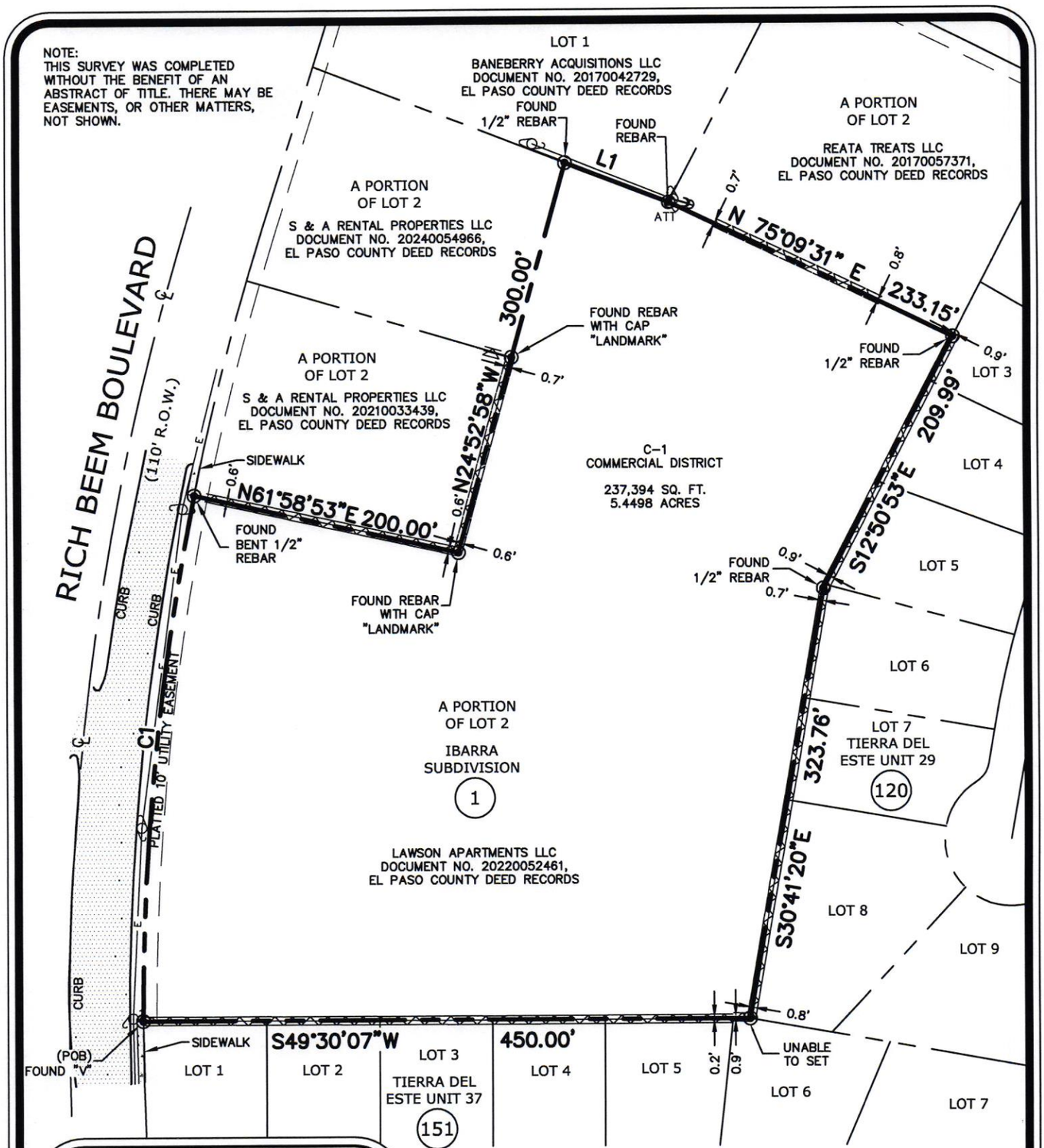
Thence, with said southerly boundary line of said Lot 2, Block 1, Ibarra Subdivision, and said northerly boundary line of said Block 151, South 49°30'07" West a distance of 450.00' to the "Point Of Beginning" and containing 237,394 sq. ft. or 5.4498 acres.

Based on a field survey performed under my supervision and dated 1/29/2025.



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



IMPROVEMENTS LEGEND

- POWER POLE
- ATT ⊗ AT&T MARKER
- E OVERHEAD ELEC LINE
- GUY WIRE
- ROCK WALL

0' 100' 200'

SCALE:1"=100'

LINE TABLE		
LINE	LENGTH	BEARING
L1	82.43	N70°28'46"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CHORD
C1	392.45	1945.00	11°33'38"	N34°43'05"W	391.78

CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLIES WITH THE CURRENT STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

JOHN A EBY TX-5372 NM-17779

STATE OF TEXAS REGISTERED JOHN A EBY 5372 PROFESSIONAL LAND SURVEYOR

TBPELS FIRM #10001200

A PORTION OF LOT 2, BLOCK 1,
IBARRA SUBDIVISION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

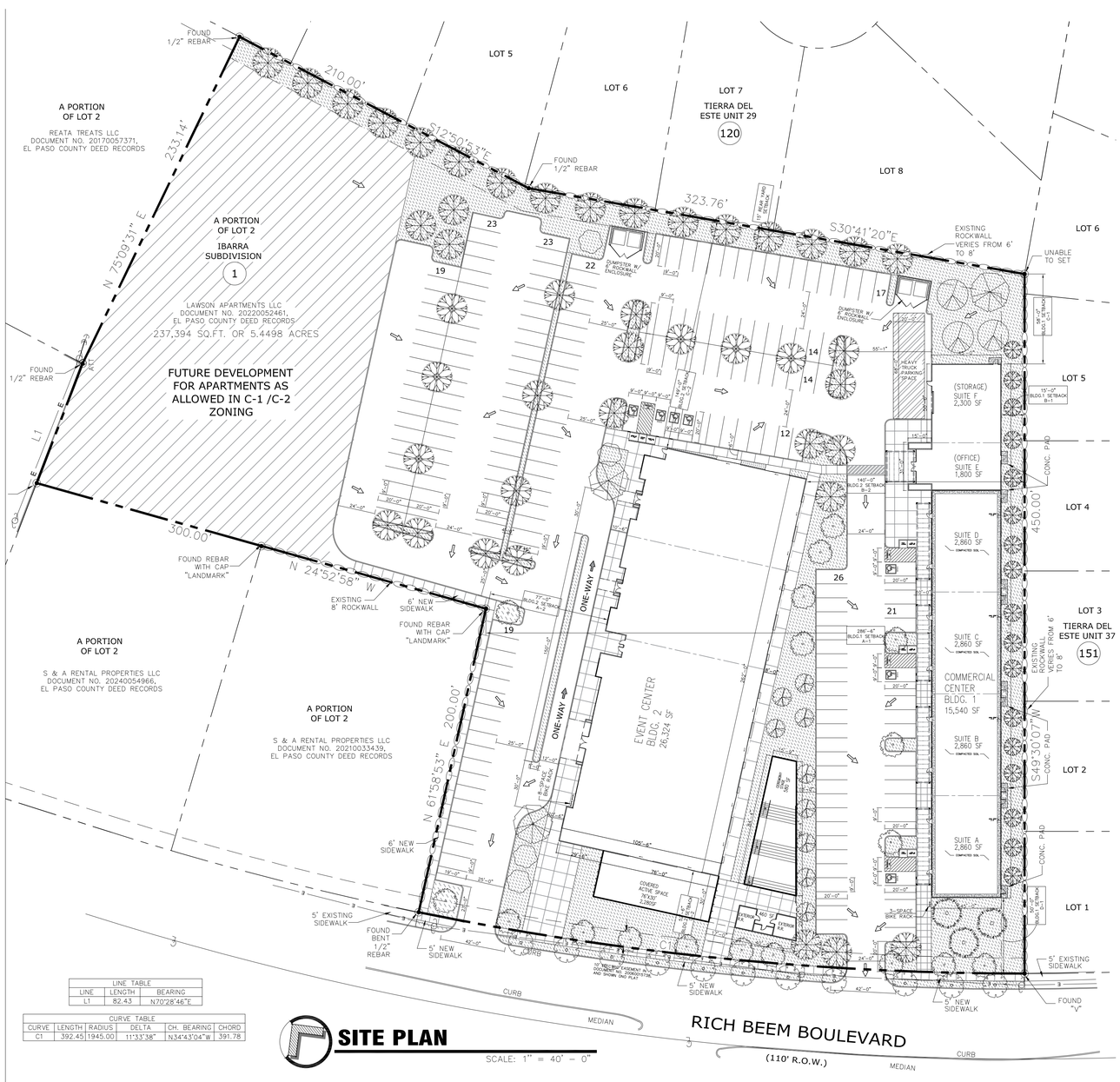
PLAT RECORD:
DOCUMENT NO.
20070092087

TITLE CO: NONE PROVIDED

FIRM ZONE: X PANEL#: 480212-0175 B DATED: 09/04/1991

DATE OF SURVEY: 01/29/2025 OFFICE: DH FIELD: JAE, AG

PASO DEL NORTE SURVEYING INC.
13998 BRADLEY ROAD, EL PASO, TEXAS 79938
PH. 915-241-1841
FAX 915-855-6925
© COPYRIGHT



LINE TABLE		
LINE	LENGTH	BEARING
L1	82.43	N70°28'46"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CHORD
C1	392.45	1945.00	11°33'38"	N34°43'04"W	391.78

SITE PLAN

SCALE: 1" = 40' - 0"

LEGEND

- POWER POLE
- ATT ⊗ AT&T MARKER
- OVERHEAD ELEC LINE
- GUY WIRE
- ROCK WALL
- BIKE RACK
- DRAINAGE DIRECTION
- LANDSCAPE ROCK

C-2 COMMERCIAL DISTRICT - ZONING INFORMATION

YARD AND LOT AREA STANDARDS:

1. MINIMUM FRONT YARD SETBACK: 10 FEET
2. MINIMUM REAR SETBACK: 10 FEET (ABUTS R-ZONE, 8' MASONRY WALL IS EXISTING)
3. MINIMUM SIDE SETBACK: 10 FEET WHEN ABUTTING RESIDENTIAL ZONING (ABUTS R-ZONE, ROCK WALL HEIGHT AROUND PROPERTY VARIES FROM THE MIN. HEIGHT OF 6' TO MAX. HEIGHT OF 8',)
4. MINIMUM SIDE STREET SETBACK:10 FEET
5. MAXIMUM HEIGHT FOR C-2 ZONING DISTRICT : 35 FEET IN HEIGHT.
6. NO MINIMUM REQUIRED LOT SIZE FOR C-2 COMMERCIAL DISTRICT ZONING

ZONING
C-2

LEGAL DESCRIPTION
A PORTION OF LOT 2 IBARRA SUBDIVISION 1 LAWSON APARTMENTS LLC DOCUMENT NO. 20220052461, EL PASO COUNTY DEED RECORDS LAWSON APARTMENTS LLC DOCUMENT NO. 20220052461, EL PASO COUNTY DEED RECORDS 237,394 SQ.FT. OR 5.4498 ACRES

BUILDINGS SETBACKS	
BLDG. 1 (SHOPPING CENTER))	
A-1	SETBACK = 291 FT (FRONT YARD)
B-1	SETBACK = 10 FT (BACK YARD)
C-1	SETBACK = 58 FT (SIDE YARD)
D-1	SETBACK = 50 FT (SIDE YARD)
BLDG. 2 (EVENT CENTER)	
A-2	SETBACK = 77 FT (FRONT YARD)
B-2	SETBACK = 139 FT (BACK YARD)
C-2	SETBACK = 144 FT (SIDE YARD)
D-2	SETBACK = 62 FT (SIDE YARD)

LANDSCAPE ORDINANCE CALCULATIONS

LOT AREA = 237,394 SF
NEW BUILDINGS FOOTPRINT = 41,864 SF
LANDSCAPE AREA REQUIRED = 29,636 SF (237,394 SF - 41,864 SF X .15 = 29,330 SF)
LANDSCAPE AREA PROVIDED = 30,630 SF
REQUIRED UNITS OF PLANT MATERIAL = 30 (29,336 SF OF REQUIRED LANDSCAPE AREA/1000 = 30)

NOTE:

ROCK WALL HEIGHT AROUND PROPERTY VARIES FROM THE MIN. HEIGHT OF 6' TO MAX. HEIGHT OF 8'.

SQUARE FOOTAGE	
TOTAL (SHOPPING CENTER) BLDG 1 SF = 15,540 S.F.	
SUITE A (FUTURE TENANT)	= 2,860 SF
SUITE B (FUTURE TENANT)	= 2,860 SF
SUITE C (FUTURE TENANT)	= 2,860 SF
SUITE D (FUTURE TENANT)	= 2,860 SF
SUITE E (OFFICE)	= 1,800 SF
SUITE F (STORAGE)	= 2,300 SF
TOTAL (EVENT CENTER) BLDG 2 SF	= 26,324 S.F.
EVENT CENTER (ASSEMBLY)	= 19,781 SF
EVENT CENTER (OTHER AREAS)	= 6,543 SF

PARKING REQUIREMENT

BLDG. 1

SUITE A-E (SHOPPING CENTER)

MIN. 13,240 / 288 SF. GFA = 46
MAX 13,240 / 200 SF. GFA = 67

SUITE F (OFFICE / STORAGE)

MIN. 2,300 / 576 SF. GFA = 4
MAX 2,300 / 400 SF. GFA = 6

BLDG. 2

EVENT CENTER (BALLROOM ASSEMBLY)

MIN. 19,781 / 144 SF. GFA = 137
MAX 19,781 / 100 SF. GFA = 198

EVENT CENTER (BALLROOM OTHER AREAS)

MIN. 6,543 / 288 SF. GFA = 23
MAX 6,543 / 200 SF. GFA = 33

TOTAL MIN. PARKING SPACES NEEDED = 50
FOR (SHOPPING CENTER) BLDG. 1

TOTAL MIN. PARKING SPACES NEEDED = 160
FOR (EVENT CENTER) BLDG. 2

TOTAL PARKING SPACES PROVIDED = 210
TOTAL HEAVY TRUCK SPACES PROVIDED = 1

NOTE: ACCESSIBLE PARING SPACES ARE INCLUDED IN THE COUNT OF 210 PARKING SPACES PROVIDED.

ACCESSIBLE PARKING REQUIREMENT

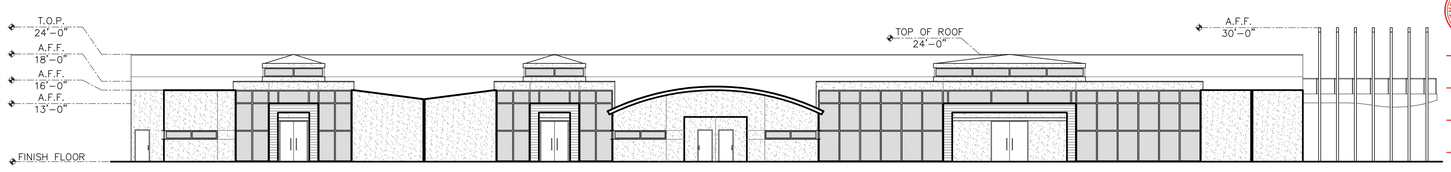
MIN. REQUIRED PARKING SPACES = 7

TOTAL ACCESSIBLE PARKING PROVIDED = 7

BICYCLE SPACES REQUIRED

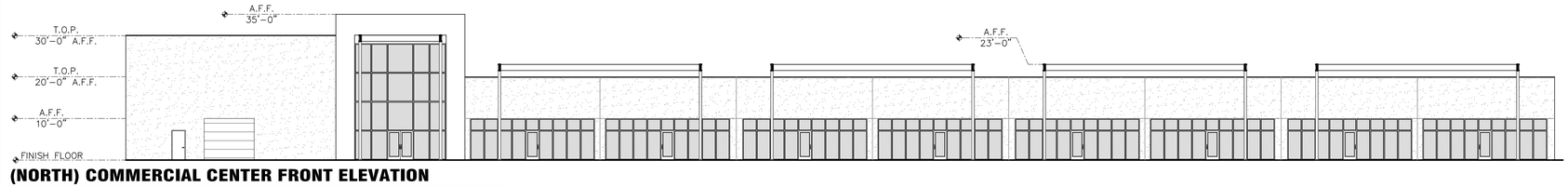
TOTAL BICYCLE SPACES REQUIRED = 8
FOR (EVENT CENTER)

TOTAL BICYCLE SPACES REQUIRED = 3
FOR (SHOPPING CENTER)



(NORTH) EVENT CENTER FRONT ELEVATION

SCALE: 1/16" = 1' - 0"



(NORTH) COMMERCIAL CENTER FRONT ELEVATION

SCALE: 1/16" = 1' - 0"

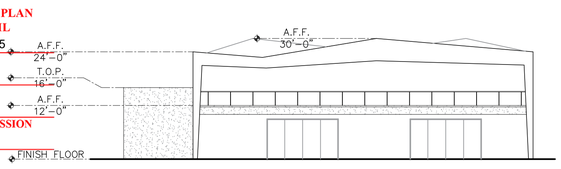
PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL

10/23/2025
DATE

APPLICANT

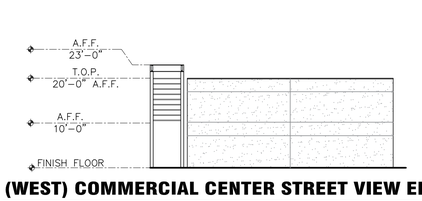
Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER



(WEST) EVENT CENTER STREET VIEW ELEVATION

SCALE: 1/16" = 1' - 0"



(WEST) COMMERCIAL CENTER STREET VIEW ELEVATION

SCALE: 1/16" = 1' - 0"

EXHIBIT "B"

588

IDEA
an invention think team
310 n. mesa st., suite 211
el paso, texas 79901
(c) 915.588.6121
www.enviroidea.com

RICARDO BACQUIAS JR. 12781 REGISTERED ARCHITECT STATE OF TEXAS
4/28/2025

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PROJECT:
RELEASE DATE:
REVISIONS: 1 2 3

EVENT CENTER / SHOPPING CENTER

DETAILED SITE DEVELOPMENT PLAN

3550 RICH BEEM
EL PASO, TEXAS 79938

AC1.1
SITE PLAN

| UNEXPECTED | INFINITE | VISIONARY | CAPABLE | CURIOUS | INVENTIVE | RADICAL | DYNAMIC | ORIGINAL | INTUITIVE | POETIC | INTELLIGENT | INSPIRED | UNCONVENTIONAL | DREAMER |

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ZONING

3550 Rich Beem

City Plan Commission — August 28, 2025

SPECIAL PERMIT

CASE NUMBER:	**PZST25-00004**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Lawson Apartments LLC
REPRESENTATIVE:	Guillermo Barajas
LOCATION:	3550 Rich Beem Blvd. (District 5)
PROPERTY AREA:	5.45 acres
EXISTING ZONING:	C-1 (Commercial) – proposed to be rezoned to C-2 (Commercial)
REQUEST:	Special Permit and Detailed Site Development Plan approval for a ballroom
RELATED APPLICATIONS:	Rezoning Application PZRZ25-00009
PUBLIC INPUT:	Four (4) phone calls of inquiry and one (1) phone call in opposition as of August 21, 2025

SUMMARY OF REQUEST: The applicant is requesting a special permit and detailed site development plan approval for a proposed ballroom in a proposed C-2 (Commercial) zone district.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the special permit and detailed site development plan requests for a ballroom and shopping center. The proposed development meets all the requirements of El Paso City Code Section 20.04.320 – Special Permit Approvals and Section 20.04.150 – Detailed Site Development Plan Procedures. Furthermore, the proposed development is in accordance with both the G-4, Suburban (Walkable) Future Land Use designation and *Plan El Paso*, the City's adopted Comprehensive Plan.

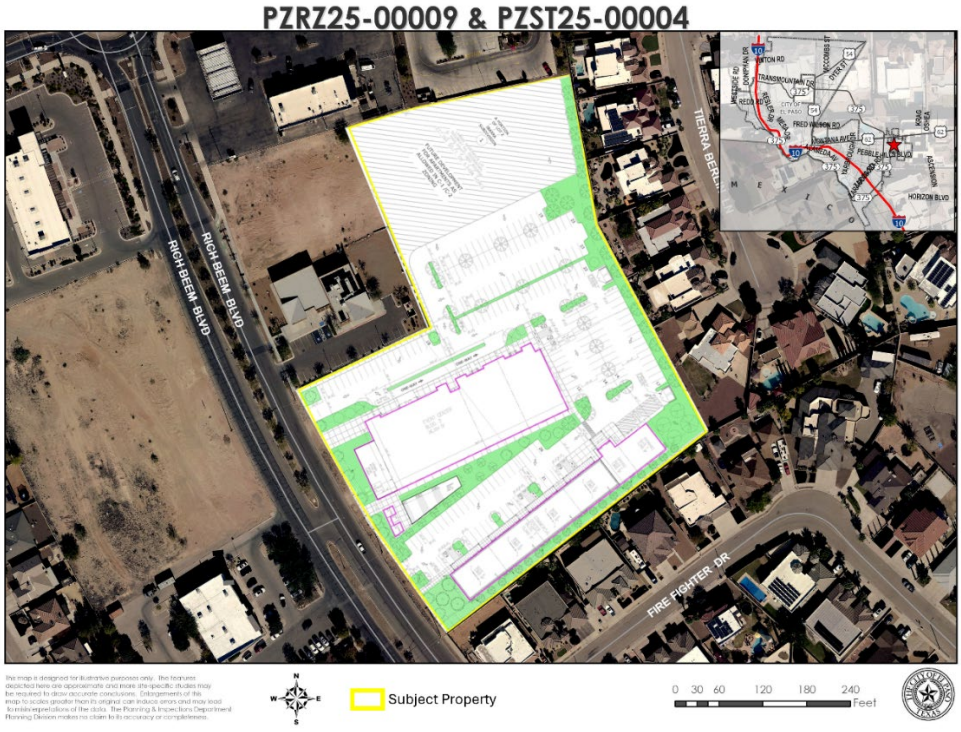


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting review and approval of a special permit and detailed site development plan for a proposed ballroom in a proposed C-2 (Commercial) zone district. The subject property is approximately 5.45 acres in size. The Detailed Site Development Plan (Attachment 2) shows a proposed 26,324 square feet building to be used as a ballroom with a max height of thirty feet (30') and a proposed 15,540 square feet building to be used a shopping center with a height of thirty-five feet (35'). The detailed site development plan also includes a shopping center, which is permitted by right in a C-2 (Commercial) zone district. The development requires 210 parking spaces, including seven (7) accessible spaces as well as eleven (11) bicycle spaces. The applicant will be providing the minimum number of required parking spaces. Access to the subject property is proposed from Rich Beem Boulevard. The site plan is being reviewed for compliance with Title 20 of the El Paso City Code and is binding.

PREVIOUS CASE HISTORY: On April 22, 2003, City Council passed Ordinance No. 15428, that rezoned the property from R-3 (Residential) to C-1 (Commercial).

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.04.320.D)	
Criteria	**Does the Request Comply?**
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. The detailed site development plan demonstrates compliance with all other applicable standards per El Paso City Code.
2. Furthers *Plan El Paso* and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of *Plan El Paso* and the G-4, Suburban (Walkable) Land Use designation. The proposed development will integrate with existing commercial and residential development and provide additional commercial uses that will serve the surrounding area.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property fronts Rich Beem Boulevard which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan (MTP) and is appropriate for commercial development.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. No impact is anticipated from the approval of the proposed special permit and detailed site development plan. The proposed development will adhere to zoning requirements and will not pose a risk to neighboring properties.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The subject property will provide adequate landscaping as required per Section 18.46 of the El Paso City Code.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The proposed development is compatible with other commercial uses in the area.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. There are no expected impacts to the adjacent properties. A fifteen-foot (15') landscaped buffer will be provided along property lines adjacent to residential zoning districts.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **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.	Yes. The subject property and the proposed development meet the intent of the G-4, Suburban (Walkable) Future Land Use designation of *Plan El Paso.* The proposed zoning is compatible with the future land use designation as it will provide additional commercial uses that will serve the surrounding area.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-2 (Commercial) District:** The purpose of the district is to accommodate establishments providing goods and services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the district will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.	Yes. The proposed C-2 (Commercial) zoning district will provide for the integration of commercial uses with adjacent C-1 (Commercial) and R-5 (Residential) zoning districts in the surrounding area.
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The proposed development is not within any historic districts of study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is generally stable, with one rezoning in the last 10 years in which a nearby property was rezoned from C-1 (Commercial) to C-2 (Commercial) and granted a special permit to allow for the use of a ballroom.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None. The proposed development is within a stable area of the city. The established neighborhood consists of commercial retail, medical offices, restaurants, and single-family dwellings.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access is proposed from Rich Beem Boulevard, which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan (MTP) and is appropriate for commercial development. Existing infrastructure and services are adequate to serve the proposed development. There is one (1) bus stop located within walking distance (0.25 miles) and the subject property is located 0.37 miles from the Sun Metro Upper Eastside Transit Center. Furthermore, a five-foot (5') sidewalk will be provided along Rich Beem Boulevard abutting the subject property that will provide pedestrian connectivity with existing sidewalks in the area.

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

PUBLIC COMMENT: The subject property lies within the boundaries of the Las Tierras Neighborhood Association, which was notified by the applicant. Public notices were mailed to property owners within 300 feet on August 14, 2025. As of August 21, 2025, the Planning Division has received four (4) phone calls of inquiry and one (1) phone call in opposition from the public of the request. The opposition consisted of concerns for noise and traffic of the proposed development.

RELATED APPLICATIONS: A Rezoning application (PZRZ25-00009) is running concurrently with this special permit request to rezone the property from C-1 (Commercial) to C-2 (Commercial) to allow for the use of ballroom.

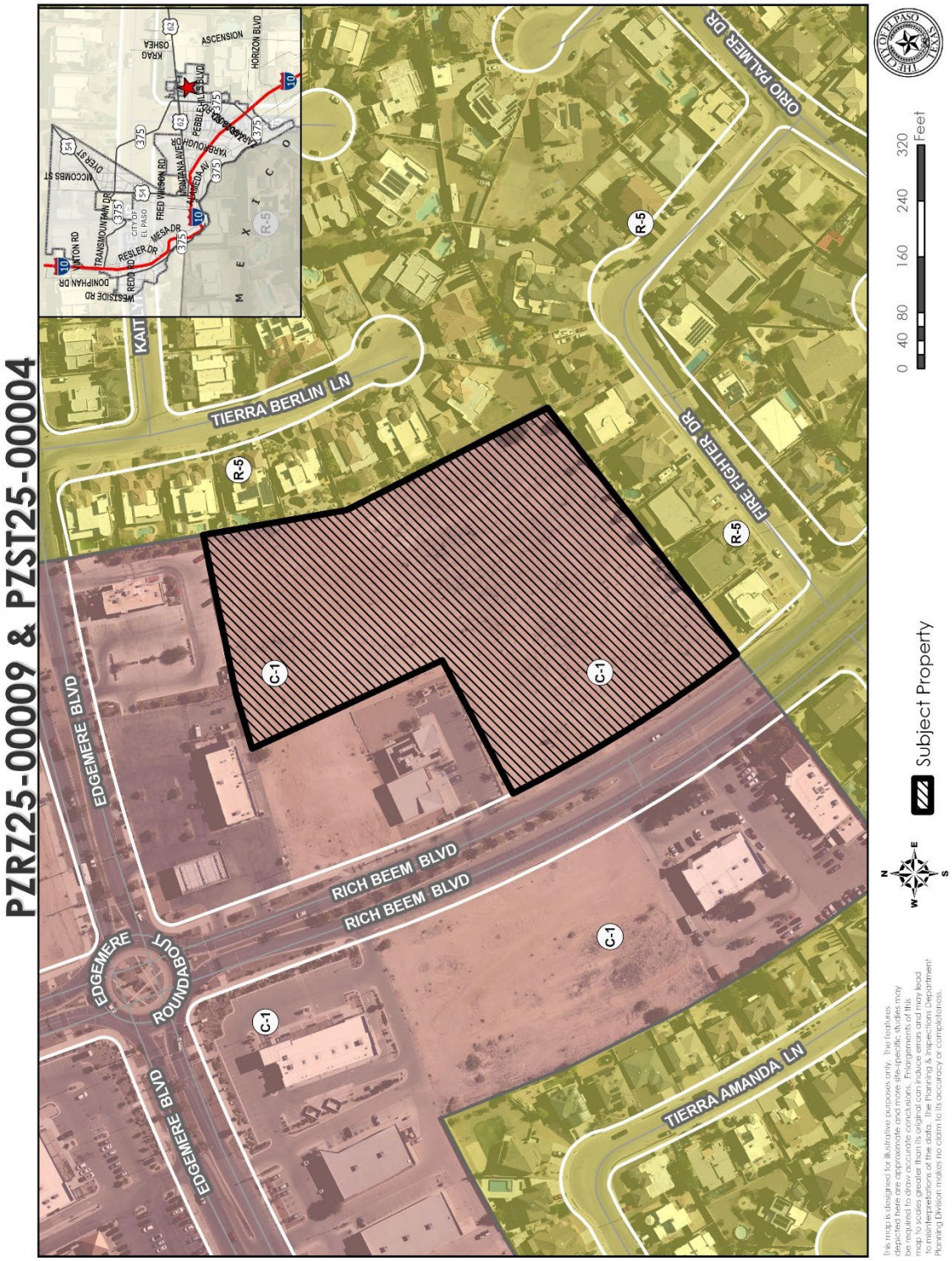
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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

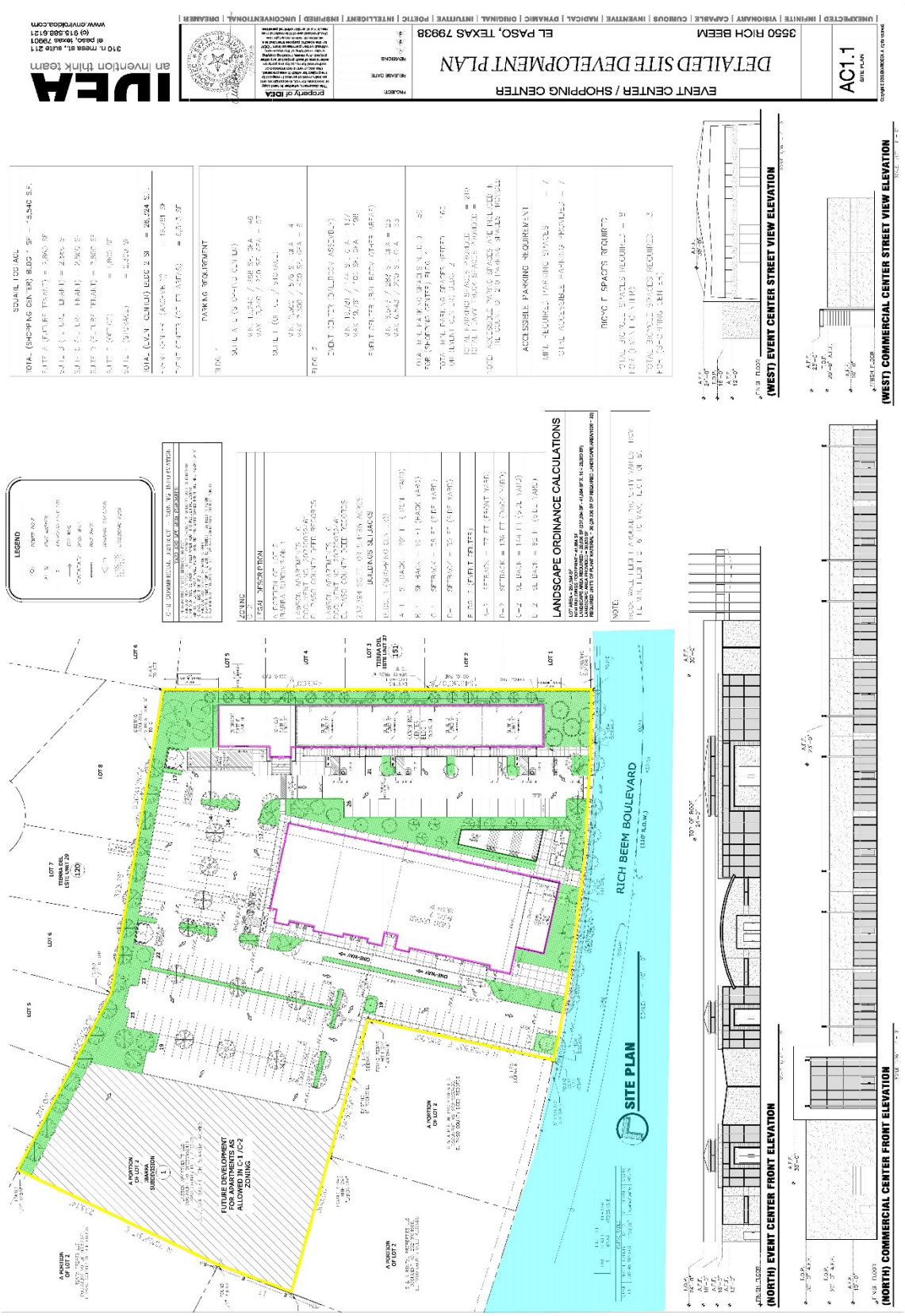
ATTACHMENTS:

1. Zoning Map
2. Detailed Site Development Plan
3. Elevations
4. Ordinance No. 15428
5. Department Comments
6. Neighborhood Notification Boundary Map

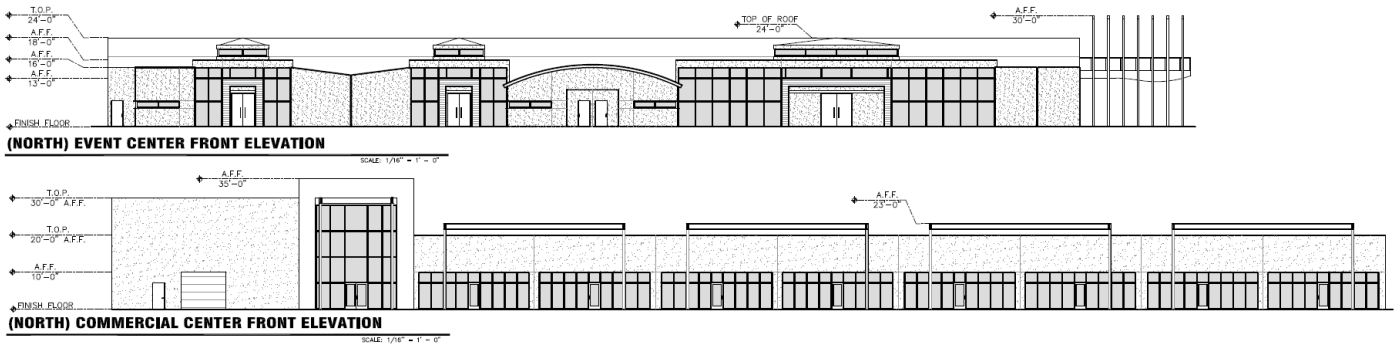
ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

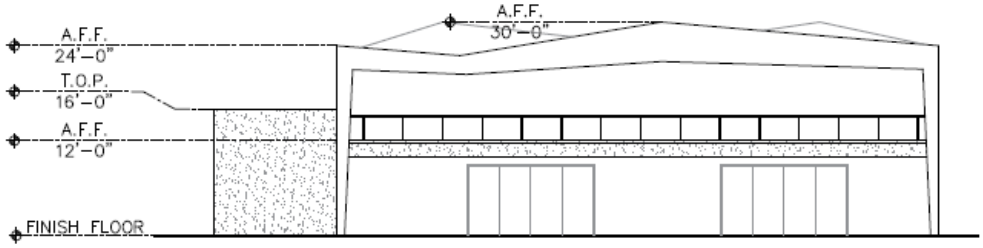


(NORTH) EVENT CENTER FRONT ELEVATION

SCALE: 1/16" = 1' - 0"

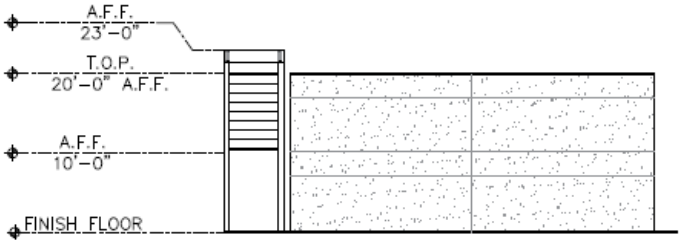
(NORTH) COMMERCIAL CENTER FRONT ELEVATION

SCALE: 1/16" = 1' - 0"



(WEST) EVENT CENTER STREET VIEW ELEVATION

SCALE: 1/16" = 1' - 0"



(WEST) COMMERCIAL CENTER STREET VIEW ELEVATION

SCALE: 1/16" = 1' - 0"

ATTACHMENT 4

151-18 19H

D[illegible] 20030041164

ORDINANCE NO. 15428

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF SECTIONS 34, 35, 38, 39 AND 46, BLOCK 79, TOWNSHIP 2, TEXAS & PACIFIC RAILROAD COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS (SOUTH OF MONTANA AVENUE AND WEST OF ZARAGOZA ROAD) AS FOLLOWS: PARCEL 1, FROM R-3 (RESIDENTIAL) TO C-4/C (COMMERCIAL/CONDITIONS) AND IMPOSING CERTAIN CONDITIONS; PARCEL 2, FROM R-3 (RESIDENTIAL) TO S-D (SPECIAL DEVELOPMENT); PARCEL 3, FROM R-3 (RESIDENTIAL) TO R-5 (RESIDENTIAL); PARCEL 4, FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL); PARCEL 5, FROM R-3 (RESIDENTIAL) TO R-5 (RESIDENTIAL); PARCEL 6, FROM R-3 (RESIDENTIAL) TO R-5 (RESIDENTIAL); PARCEL 7, FROM R-3 (RESIDENTIAL) TO C-3/C (COMMERCIAL/CONDITIONS) AND IMPOSING CERTAIN CONDITIONS; PARCEL 8, FROM R-3 (RESIDENTIAL) TO C-2 (COMMERCIAL); PARCEL 9, FROM R-3 (RESIDENTIAL) TO C-3/C (COMMERCIAL/CONDITIONS) AND IMPOSING CERTAIN CONDITIONS; AND PARCEL 10, FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL). THE PENALTY IS 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 *a portion of Sections 34, 35, 38, 39 and 46, Block 79, Township 2, TEXAS & PACIFIC RAILROAD COMPANY SURVEYS, El Paso, El Paso County, Texas,* as more particularly described by metes and bounds in the attached Exhibit "A", be changed, within the meaning of the zoning ordinance, as follows:

Parcel 1 (36.243 acres):	from R-3 (Residential) to C-4/c (Commercial/conditions);
Parcel 2 (89.764 acres):	from R-3 (Residential) to S-D (Special Development);
Parcel 3 (74.835 acres):	from R-3 (Residential) to R-5 (Residential);
Parcel 4 (51.401 acres):	from R-3 (Residential) to C-1 (Commercial;)
Parcel 5 (204.043 acres)	from R-3 (Residential) to R-5 (Residential);
Parcel 6 (480.867 acres)	from R-3 (Residential) to R-5 (Residential);
Parcel 7 (14.738 acres):	from R-3 (Residential) to C-3/c (Commercial/conditions);
Parcel 8 (7.364 acres):	from R-3 (Residential) to C-2 (Commercial);
Parcel 9 (39.865 acres):	from R-3 (Residential) to C-3/c (Commercial/conditions); and
Parcel 10 (20.138 acres):	from R-3 (Residential) to C-3 (Commercial);

and that the zoning map of the City of El Paso be revised accordingly; and

That Parcels 1, 7, and 9 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 C-3/c and C-4/c (Commercial/conditions)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this city:

Parcel 1

1. A ten-foot (10') wide landscaped buffer to include, but not be limited to, evergreen trees placed at 15 foot intervals on center along the property line where abutting residential zoning districts. This requirement shall be in addition to the requirements of the Landscaping Ordinance of the El Paso Municipal Code.
2. Prior to the issuance of any building permits, a detailed site plan shall be reviewed and approved by the City Plan Commission.

Parcel 7

A ten-foot (10') wide landscaped buffer to include, but not be limited to, evergreen trees placed at 15 foot intervals on center along the property line where abutting residential zoning districts. This requirement shall be in addition to the requirements of the Landscaping Ordinance of the El Paso Municipal Code.

Parcel 9

A ten-foot (10') wide landscaped buffer to include, but not be limited to, evergreen trees placed at 15 foot intervals on center along the property line where abutting residential zoning districts. This requirement shall be in addition to the requirements of the Landscaping Ordinance of the El Paso Municipal Code.

These conditions run with the land, are a charge and servitude thereon, and bind 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 these conditions, or by any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above conditions in its discretion without the consent of any third person who may be benefitted thereby, and without affecting the validity of this ordinance.

PASSED AND APPROVED this **22nd** day of **April, 2003**.

THE CITY OF EL PASO

Raymond C. Caballero
Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

(Signatures continued on following page)

APPROVED AS TO FORM:

Matt Watson
Assistant City Attorney

APPROVED AS TO CONTENT:

Rodolfo Valdez, Chief Urban Planner
Planning, Research & Development

Acknowledgment

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 22nd day of April, 2003, by RAYMOND C. CABALLERO as Mayor of **THE CITY OF EL PASO.**

My Commission Expires:

CECILIA FLORES
NOTARY PUBLIC
In and for the State of Texas
My commission expires 10-06-2006

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

MW:pmc\#90689\ZON/PLA\Y6 3 3/28/2003

ORDINANCE NO. 15428

Zoning Case No. ZC-02058

263

ATTACHMENT 5

Planning and Inspections Department - Planning Division
Staff recommends **APPROVAL** of the special permit and detailed site development plan requests for a ballroom and shopping center. The proposed development meets all the requirements of El Paso City Code Section 20.04.320 – Special Permit Approvals and Section 20.04.150 – Detailed Site Development Plan Procedures. Furthermore, the proposed development is in accordance with both the G-4, Suburban (Walkable) Future Land Use designation and *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division
No objections to the proposed rezoning.

Planning and Inspections Department – Land Development
No objections to the proposed rezoning.

Fire Department
No adverse comments

Police Department
The 9-1-1 District has no comments or concerns regarding this zoning.

Environment Services
No comments received.

Sun Metro
No comments received.

Streets and Maintenance Department
Traffic & Transportation Engineering
No TIA is required.

Streets Lighting:
Street Lights Department does not object to this request.

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

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

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management:
Indicate that any damaged structure must be restored to the same or better condition. This applies to asphalt, concrete, manholes, and water valves.

When installing sidewalks, ensure compliance with Municipal Code Chapter 19.21 governing sidewalks and Chapter 13.04.020 specifying sidewalk standards.

For all proposed/improvement within city ROW please to follow DSC and include construction detail information.

El Paso Water
EPWater-PSB does not object to this request.

The subject property is located within the City of El Paso Annexation Service Area. Annexation fees will be assessed and collected at the time the EPWater-PSB receives an application for water and sewer services.

Water and sanitary sewer main extensions within a PSB easement may be required to provide service. The water main shall be extended to create a looped water system. EPWater-PSB requests that the site be graded so that sanitary sewer service may be provided by gravity. All costs associated with the extension of the water and sanitary sewer mains and easement acquisition are the responsibility of the Owner/Developer. The owner's engineer is to coordinate with EPWater-PSB for water and sanitary sewer design.

Water
There is an existing 16-inch diameter water main that extends along Rich Beem Blvd., located approximately 73-feet east of the west right-of-way line. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board Rules & Regulations.

Sanitary Sewer
There is an existing 12-inch diameter sanitary sewer main that extends along Rich Beem Blvd., located approximately 45-feet east of the west right-of-way line. This main is approximately 24-feet deep. This main can be extended to provide service.

General
No building, reservoir, structure, parking stalls, or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, trees, buildings, curbs, or any structure that will interfere with the access to the PSB easement(s). There shall be at least a 5-foot setback from the easement line to any building, sign, or structure. All easements dedicated for public water and/or sanitary sewer facilities shall comply with EPWater-PSB Easement Policy. The PSB easement(s) shall be improved to allow the operation of EPWater-PSB maintenance vehicles. EPWater-PSB requires access to the proposed water facilities, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

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

Stormwater:
EPWater-SW has no issue with this property's storm sewer discharge; it seems like Tierra del Este Unit #29 & #34 included this property in their drainage computations.

However, we recommend using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

El Paso County 911 District
No comments received.

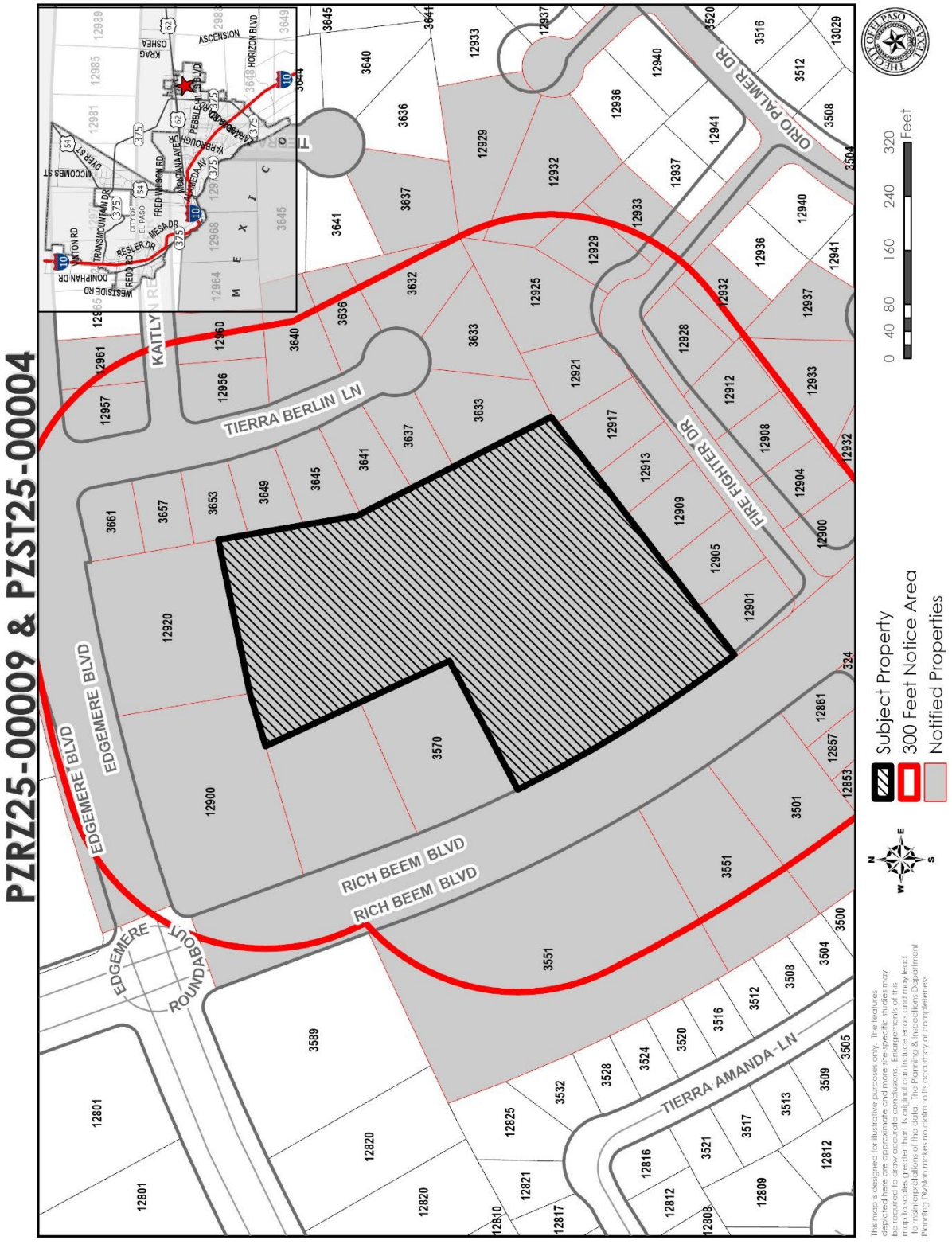
Texas Department of Transportation
No comments received.

El Paso County Water Improvement District #1
No comments received.

Texas Gas Service
Texas Gas Service will need an easement to provide gas service to the new development.

El Paso Electric
We have no comments for 3550 Rich Beem Blvd.

ATTACHMENT 6



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	DOUGLAS DOE ALORGBEY
Business Name	LAWSON APARTMENTS, LLC
Agenda Item Type	Rezoning/Special Permit
Relevant Department	Planning and Inspections

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

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

OR

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

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

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

Signature: _____ Date: 01/23/2025

File #: 25-1372, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Animal Services Department, Michael D. Wachsmann, (915) 212-8742

AGENDA LANGUAGE:

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

An Ordinance amending Title 7 (Animals), Chapter 7.04 (Definitions and Administration), Section 7.04.010 (Definitions), to amend the definition of "Animal," amend the order of definitions, and add new definitions.

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

DEPARTMENT: Animal Services

AGENDA DATE: November 18, 2025

PUBLIC HEARING DATE: December 2, 2025

CONTACT PERSON NAME: Michael D. Wachsmann, Animal Services Interim Director **PHONE NUMBER:** (915)212-8742

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

SUBJECT:

Request that the Mayor of the City of El Paso sign an ordinance amending Title 7 (Animals), Chapter 7.04 (Definitions and Administration), Section 7.04.010 (Definitions), to amend the definition of "Animal," amend the order of definitions, and add new definitions.

BACKGROUND / DISCUSSION:

This ordinance updates the definitions section of Title 7 to align terminology with the new provisions in Chapter 7.12 regarding Aggressive and Vicious Dogs. The ordinance:

Updates the definition of "Animal" and reorganizes the structure of Chapter 7.04.010 to maintain alphabetical order and consistency. Adds new definitions, including: Aggressive Dog, Vicious Dog, Responsible Pet Owner Course, and terms related to enforcement and investigations. Ensures consistency between code terminology and the new enforcement ordinance (Sections 7.12.070 & 7.12.080). Supports uniform application of regulations and legal clarity during investigations, hearings, and judicial review.

This is a companion ordinance to the Aggressive/Vicious Dog ordinance and must be adopted prior to enforcement.

COMMUNITY AND STAKEHOLDER OUTREACH:
N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: N/A
Funding Source: N/A

Account: N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:
N/A

NAME	AMOUNT ($)
NA	NA

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

DEPARTMENT HEAD: Michael Wachsmann
Michael D. Wachsmann, Animal Services, Interim Director

REVISED
11:25 am, Nov 10, 2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 7 (ANIMALS), CHAPTER 7.04 (DEFINITIONS AND ADMINISTRATION), SECTION 7.04.010 (DEFINITIONS) TO AMEND THE DEFINTION OF ANIMAL, AMEND THE ORDER OF DEFINITIONS, AND ADD NEW DEFINITIONS.

WHEREAS, Section 822.041 the Texas Health and Safety Code only addresses animal attacks to humans, as such, the city of El Paso has seen a gap in the law for animal-on-animal attacks; and

WHEREAS, the city of El Paso Animal Services in order to provide a safer community for both the public and pets are adding new definitions to coincide with the creation of two new municipal code categories "Vicious dogs" and "Aggressive dogs", which align with the city of El Paso's broader goals of reducing animal related injuries, preventing repeat incidents, and fostering a safer community for the people and pets of the city of El Paso; and

WHEREAS, the city of El Paso Animal Services is committed to protecting public safety, promoting responsible pet ownership, and safeguarding the health and welfare of animals within the community by promoting consistent enforcement across the city of El Paso, and support evidence-based decision making in dog related investigations; and

WHEREAS, the El Paso City Council wishes to amend Title 7, Chapter 7.04.

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

SECTION 1. That Title 7 (Animals), Chapter 7.04 (Definitions and Administration), Section 7.04.010 (Definitions) of the El Paso City Code is hereby amended to read:

A. "Abandon" means to give up with the intent of never again claiming a right or interest in.
B. "Aggressive dog" means a dog that menaces, interferes with public movement (e.g., chasing pedestrians or vehicles), or displays threatening behavior toward a person or animal while at large.
C. "Animal" includes every living nonhuman creature.
D. "Animal establishment" means any established place conducting business dealing with animals for a profit including, but not limited to, kenneling, showing and exhibiting animals and excluding veterinary offices, clinics, hospitals or emergency rooms. An individual providing care for an animal in the absence of its owner, in the owner's home, will not be considered an "animal establishment."
E. "Animal training course" means a course of study approved by the Director and designed to provide basic instruction on reasonable precautions to ensure animals are not abused, mistreated, neglected or endangered or in any manner made to suffer during grooming. The

animal training course shall include instruction on cardiopulmonary resuscitation (CPR) for dogs.

F. "Animal welfare organization" means a tax-exempt nonprofit organization founded for the purpose of providing humane sanctuary, a shelter for abandoned or unwanted animals, or recognized animal rescue organization, that is registered and permitted by the department pursuant to Sections 7.14.010 and 7.14.090 of this Code.

G. "At large" means a dog off the owner's property, not under the immediate control of a capable person via leash or other restraint.

H. "Bite" or "scratch" means any abrasion, scratch, puncture, tear or piercing of the skin actually or suspected of being caused by an animal.

I. "Bovine" is used in its general sense and includes all domesticated bovine regardless of age, sex or breed.

J. "Canvassing" means periodic verification of compliance with this title by the city utilizing personnel trained to go door-to-door within the incorporated city limits.

K. "Cat" means a domesticated animal that is a member of the felidae family.

L. "Center" means any premises designated by the city for the purpose of impounding and caring for animals coming into the custody of the department of animal services and in which the program is housed.

M. "City owned" means any animal that has passed its respective disposition period, as set forth in this title, and that is in the possession or under the control of the department, or an animal that has not yet passed its disposition date as set forth in this title, but that is within the department's control.

N. "Collar" means a band of nylon, leather or similar material, chain, harness or other suitable device specifically designed to be used by the type of animal wearing the collar around its neck and to which a current rabies vaccination and registration tag can be affixed.

O. "Dangerous dog" means a dog that:

1. Makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept; or
2. Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

P. "Dangerous wild animal" includes but is not limited to:

1. Lion;
2. Tiger;
3. Ocelot;
4. Cougar;
5. Leopard;
6. Cheetah;
7. Jaguar;
8. Bobcat;

9. Lynx;
10. Serval;
11. Caracal;
12. Hyena;
13. Bear;
14. Coyote;
15. Jackal;
16. Baboon;
17. Chimpanzee;
18. Orangutan;
19. Gorilla;
20. Wolf; or
21. Any hybrid of an animal listed in this definition.

Q. "Director" means the director of the department of animal services, or designee.

R. "Department" means the department of animal services.

S. "Dog" means a domesticated animal that is a member of the canidae family.

T. "Dog" or "cat", unless otherwise specifically set forth with an age limit, shall include a "puppy" or "kitten" and the terms are interchangeable.

U. "Ear tipped cat" means a cat upon which a surgical process is performed during neutering as part of the trap-neuter-return protocol overseen by a licensed veterinarian, in which a one-quarter-inch diagonal cut is made to remove the point of a cat's ear, and is preferably, but not exclusively, on the cat's left ear, to identify the cat as being sterilized and lawfully vaccinated for rabies.

V. "Established fee" means a fee that is authorized within this title, which is set in the amount identified in the adopted budget resolution for the current fiscal year or by other appropriately adopted resolution of the city council.

W. "Exotic animal" means any animal not commonly domesticated by man.

X. "Exposed to rabies" means that an animal has been bitten by or in contact with any animal known to be, or suspected of being, infected with rabies.

Y. "Fowl" means domestic birds to include chickens, ducks, geese and pigeons.

Z. "Groomer" means person engaged in the cleaning, styling and appearance maintenance of animals or the handling of animals in preparation for these services and who is responsible for complying with the provisions of this chapter; hereafter referred to as groomer.

AA. "Grooming" means the cleaning, styling and appearance maintenance of animals or the handling of animals in preparation for these services.

BB. "Hunting" means the act of chasing and killing a wild animal or fowl for food, sport, or profit.

CC. "Inclement weather" includes rain, hail, sleet, snow, high winds, extreme low temperatures, or extreme high temperatures.

DD. “Kennel,” for purposes of this title, means any premises on which animals are kept or housed for conducting the business of buying, selling, grooming, training or boarding of animals for compensation.

EE. “Livestock” means domesticated equine or bovine regardless of age, sex or breed or any small ruminant, including domesticated sheep, goats, and animals of the same approximate size and weight.

FF. “Low risk” means an animal identified in Texas guidelines for rabies prevention as not requiring rabies testing. Includes mice, rats, squirrels, nutria, rabbits, opossums, armadillos, shrews, prairie dogs, beavers and gophers.

GG. “Neglected” means to fail to provide an animal with one or more of the necessities of life, including air, food, water, veterinary care, exercise or protection from the sun and other elements of nature.

HH. “Officer” means any employee of the program, an employee in the code enforcement division, or a commissioned peace officer.

II. “Owner” means a custodian, caretaker or person who feeds or harbors the subject animal for more than seventy-two hours without said animal being identified as a trap-neuter-return cat. Persons caring for an animal at the specific request of an owner are not included in the definition of owner, but are required to keep the animal in compliance with this Code.

JJ. “Permit official” means the person or persons designated by the city manager as being responsible for issuing permits, licenses or making any other authorization provided for in this Code or any ordinance.

KK. “Person” means any person, firm, partnership, association, corporation, company or organization of any kind.

LL. “Program” means the department's animal services program.

MM. “Properly fitted” means, with respect to a collar, a collar that measures the circumference of a dog's neck plus at least one inch.

NN. “Public playground” means that area of a public park designated and intended for use by children and containing equipment suitable for play (i.e., swings, slides, merry-go-rounds).

OO. “Qualified animal” means (1) a pure-breed animal which is currently registered with an applicable registry which has been established for the purposes of breed registration with the primary or intended purpose of exhibiting, showing, competing, or certifying the animals at local, national, international or breed club-sanctioned events or shows, and which is also eligible for registry with one or more additional agencies, and which may be bred or placed for the specific goal of exhibition or competition, or (2) an animal which is bred solely for the intended purpose of being trained and certified as service animals, for search and rescue use, or for official use by law enforcement and governmental agencies.

PP. “Rabbit” is used in its general sense and includes animals of the same approximate size and weight, which require similar husbandry.

QQ. “Responsible pet owner course” is a course intended for pet owners, which outlines best practices for pet ownership, and has been previously approved for Texas courts.

RR. “Restraint” means a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system.

SS. “Retail establishment” means an establishment that, in whole or in part, offers as allowed under this title dogs and/or cats for sale or resale to consumers or wholesalers, excluding a permitted breeder.

TT. “Secure enclosure” means a fenced area or structure that is capable of preventing the dog’s escape, and prevents unauthorized entry.

UU. “Service animals” means any guide dog, signal dog, or other animal individually trained to provide assistance to a person with a disability, or any animal recognized as a service animal pursuant to the Americans with Disabilities Act of 1990, as amended.

VV. “Severe injury” for animals means bite wounds or tearing of tissue requiring medical intervention even if none is taken or causing death.

WW. “Shade” means a place giving protection from the heat and light of the sun.

XX. “Shelter” means an enclosure that is structurally sound and in good repair, provides convenient access to clean food and water, enables the animal to remain dry and clean, is constructed and maintained so that it is impervious to moisture and can be readily sanitized, is constructed so as to protect the animal from injury, and provides sufficient space to allow each animal to turn around fully, stand, sit and lie in a comfortable position.

YY. “Shop" means a building or portion of a building, designated by a registration holder and located and occupied in accordance with applicable local zoning and building codes where grooming is performed, completely separated from living quarters; hereafter referred to as “shop,” and includes a motor vehicle or location that is identified or permitted as a temporary location under state law.

ZZ. “Transfer” or “offer to transfer” means to convey or offer to convey by all methods of conveyance.

AAA. “Trap-neuter-return” means the process of humanely trapping, sterilizing, vaccinating for rabies, ear tipping, and returning a cat to the location where it was trapped.

BBB. “Unprovoked attack” means an attack by a dog on a person in a place, other than the property where the dog's owner resides or where the dog is being kept including, but not limited to, the secure enclosure in which the dog was being kept at the time of the attack, that is not:

1. In response to being tormented, abused, or assaulted by the person attacked;
2. In response to pain or injury;
3. In response to an assault or attempted assault upon another person by the person attacked; or
4. To protect itself, its food, or its nursing offspring.

CCC. “Veterinarian” means a doctor of veterinary medicine who holds a valid license to practice his profession in one or more of the fifty United States.

DDD. “Veterinary clinic” means a facility or hospital for diagnosis and treatment of animals.

EEE. "Veterinary officer" means the veterinarian or other person determined to be qualified to perform the duties established in this title, officially designated by the director.

FFF. "Vicious dog" means a dog that causes severe injury to or kills a domestic animal, livestock, or fowl (except dogs acting in a hunting capacity) while at large.

SECTION 2. Except as herein amended, Title 7 (Animals) of the El Paso City Code shall remain in full force and effect.

ADOPTED this ____day of _____, 2025.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Michael D. Wachsmann, Interim Director
Animal Services Department

File #: 25-1384, **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, Michael D. Wachsmann, (915) 212-8742

AGENDA LANGUAGE:

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

An Ordinance amending Title 7 (Animals), Chapter 7.12 (Dogs and Cats), to add Section 7.12.070 (Vicious Dogs); and an ordinance amending Title 7 (Animals), Chapter 7.12 (Dogs and Cats), to add Section 7.12.080 (Aggressive Dogs).

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

DEPARTMENT: Animal Services

AGENDA DATE: November 18, 2025

PUBLIC HEARING DATE: December 2, 2025

CONTACT PERSON NAME: Michael D. Wachsmann, Animal Services Interim Director **PHONE NUMBER:** (915)212-8742

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

SUBJECT:

Request that the Mayor of the City of El Paso sign an ordinance amending Title 7 (Animals), Chapter 7.12 (Dogs and Cats), to add Section 7.12.070 (Vicious Dogs); and an ordinance amending Title 7 (Animals), Chapter 7.12 (Dogs and Cats), to add Section 7.12.080 (Aggressive Dogs).

BACKGROUND / DISCUSSION:

The Texas Health and Safety Code addresses only animal attacks on humans, leaving a gap in regulation for animal-on-animal attacks and repeat aggressive behavior. To increase public and pet safety and create consistent enforcement procedures, this ordinance:

Adds Section 7.12.070 – Vicious Dogs and Section 7.12.080 – Aggressive Dogs to the City Code. Defines investigative procedures, owner responsibilities, secure confinement, signage, leash restraint, registration, microchipping, and completion of a responsible pet owner course. Establishes due process: notice of designation, judicial review, compliance hearings, appeals, and potential removal of designation after sustained compliance. Allows impoundment or seizure of non-compliant animals.

This ordinance will work in coordination with a separate ordinance amending definitions in Title 7.04 and a separate resolution amending Schedule C to establish a $50 registration fee for Vicious Dogs.

COMMUNITY AND STAKEHOLDER OUTREACH:
N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: N/A

Funding Source: N/A
Account: N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:
N/A

NAME	AMOUNT ($)
NA	NA

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

DEPARTMENT HEAD: Michael Wachsmann
Michael D. Wachsmann, Animal Services Interim Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 7 (ANIMALS), CHAPTER 7.12 (DOGS AND CATS) TO ADD SECTION 7.12.070 (VICIOUS DOGS); AND AN ORDINANCE AMENDING TITLE 7 (ANIMALS), CHAPTER 7.12 (DOGS AND CATS) TO ADD SECTION 7.12.080 (AGGRESSIVE DOGS).

WHEREAS, Section 822.041 the Texas Health and Safety Code only addresses animal attacks to humans, as such, the City of El Paso has seen a gap in the law for animal-on-animal attacks; and

WHEREAS, the City of El Paso Animal Services in order to provide a safer community for both the public and pets are adding two new municipal code categories "Vicious dogs" and "Aggressive dogs", which align with the City of El Paso's broader goals of reducing animal related injuries, preventing repeat incidents, and fostering a safer community for the people and pets of the City of El Paso; and

WHEREAS, the City of El Paso Animal Services is committed to protecting public safety, promoting responsible pet ownership, and safeguarding the health and welfare of animals within the community by promoting consistent enforcement across the City of El Paso, and support evidence-based decision making in dog-related investigations; and

WHEREAS, the El Paso City Council wishes to amend Title 7, Chapter 7.12.

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

SECTION 1. That Title 7 (Animals), Chapter 7.12 (Dogs and Cats) of the El Paso City Code is hereby amended to add a new section 7.12.070 (Vicious dogs), as follows:

7.12.070 - Vicious dogs.

A. Any person may report a vicious dog incident to the department via a sworn statement.
B. The department shall investigate the incident promptly but within no more than 30 calendar days.
C. Vicious Dog.
    1. Within 30 calendar days, the owner of a dog that has been designated a vicious dog by the director shall:
        a. Ensure the dog is confined within a secure enclosure when on the owner's premises,
        b. Control the dog on a secure leash or by some other equivalent means of direct physical restraint when off the owner's premises,
        c. Post a visible "Warning: Vicious Dog" sign on the entrance(s) to the secure enclosure at the owner's premises,
        d. Complete a responsible pet owner course approved for Texas courts,

e. Provide proof of current vaccination, registration, and microchip,
f. Register the dog with the department, and pay a fee as determined in the Schedule C,
g. Ensure the dog is wearing the issued vicious dog tag anytime while off the owner's premises,
h. Notify the department of any changes of address, or the transfer of ownership of the vicious dog, and
i. Apprise a new owner of the vicious dog designation prior to delivering the vicious dog.

2. A subsequent owner of a vicious dog is subject to the requirements established by this title.
3. The department may impound, or request a warrant to seize a vicious dog if the owner is found out of compliance after 30 calendar days from the date of designation by the director.

D. The director, in his or her discretion, may extend the time allotted beyond 30 calendar days to allow the owner of a vicious dog additional time to come into compliance.

E. Notification, Designation, and Judicial Review.
1. The owner shall be notified in writing of his or her dog being deemed a vicious dog by the director by hand delivery, posting notice on the front door of the property where the vicious dog resides, or certified mail, specifying the designation and required actions.
2. An owner may challenge a vicious dog designation from the director within 15 calendar days of receiving notice by filing a Request for Judicial Review with a copy of the designation at the El Paso Municipal Court and serving the department a copy of the same by U.S. mail.
3. The court's review of the designation is final.

F. Compliance Hearings and Disposition.
1. A hearing may be held on or after the 30th calendar day from the date of the notification of the vicious dog designation to review:
a. Compliance with requirements established in this title.
b. Disposition of a vicious dog not in compliance includes any combination of the following:
i. Removal from city limits,
ii. Euthanasia, if the court finds the vicious dog poses an ongoing threat to public safety, or animal welfare,
iii. Seizure of the vicious dog, or
iv. Confinement of the vicious dog by the department until compliance is achieved and fees for administration, and impoundment are paid by the owner.
c. The owner may present evidence and witnesses at the hearing.

G. Appeals.
1. An owner may file a Notice of Appeal on the El Paso Municipal Court's ruling from a compliance hearing within 15 calendar days to the El Paso Municipal Court of Appeals.

2. The Notice of Appeal must include a copy of the designation and court order, and must be served on the department within the 15th calendar day timeframe by means of U.S. mail.
3. The decision from the El Paso Municipal Court of Appeals is final.

H. Removal of Designation.

After three years of compliance the owner of a vicious dog may petition the department to remove the vicious dog designation along with proof that the dog has been spayed or neutered.

SECTION 2. That Title 7 (Animals), Chapter 7.12 (Dogs and Cats) of the El Paso City Code is hereby amended to add a new section 7.12.080 (Aggressive dogs), as follows:

7.12.080 - Aggressive dogs.

A. Any person may report an aggressive dog incident to the department via a sworn statement.
B. The department shall investigate the incident promptly but within no more than 30 calendar days.
C. Aggressive Dog.

1. Within 30 calendar days, the owner of a dog designated aggressive by the director shall:
    a. Ensure the dog is confined within a secure enclosure when on the owner's premises,
    b. Control the dog on a secure leash or by some other equivalent means of direct physical restraint when off the owner's premises,
    c. Post a visible "Warning: Aggressive Dog" sign on the entrance(s) to the secure enclosure at the owner's premises, and
    d. Complete a responsible pet owner course approved for Texas courts.
2. A subsequent owner of an aggressive dog is subject to requirements established by this title.
3. The department may impound or request a warrant to seize an aggressive dog if the owner is found out of compliance after 30 calendar days from the date of designation by the director.

B. The director, in his or her discretion, may extend the time allotted beyond 30 calendar days to allow the owner of an aggressive dog additional time to come into compliance.
C. Notification, Designation, and Judicial Review.
    1. The owner shall be notified in writing of his or her dog being deemed an aggressive dog by the director by hand delivery, posting notice on the front door of the property where the aggressive dog resides, or certified mail, specifying the designation and required actions.
    2. An owner may challenge an aggressive dog designation from the director within 15 calendar days of receiving notice by filing a Request for Judicial Review with a copy of the designation at the El Paso Municipal Court and serving the department a copy of the same by U.S. mail.
    3. The court's review of the designation is final.

D. Compliance Hearings and Disposition.
    1. A hearing may be held on or after the 30th calendar day from the date of the notification of the aggressive dog designation to review:
        a. Compliance with requirements established in this title.
        b. Disposition of an aggressive dog not in compliance includes any combination of the following:
            i. Removal from city limit,
            ii. Euthanasia, if the court finds the aggressive dog poses an ongoing threat to public safety or animal welfare,
            iii. Seizure of the aggressive dog, or
            iv. Confinement of the aggressive dog by the department until compliance is achieved and fees for administration, and impoundment are paid by the owner.
        c. The owner may present evidence and witnesses at the hearing.

E. Appeals.
    1. An owner may file a Notice of Appeal on the El Paso Municipal Court's ruling from a compliance hearing within 15 calendar days to the El Paso Municipal Court of Appeals.
    2. The Notice of Appeal must include a copy of the designation and court order, must be served on the department within the 15th calendar day timeframe by means of U.S. mail.
    3. The decision from the El Paso Municipal Court of Appeals is final.

F. Removal of designation.

After one year of compliance the owner of an aggressive dog may petition the department to remove the aggressive dog designation along with proof the dog has been spayed or neutered.

SECTION 3. Except as herein amended, Title 7 (Animals) of the El Paso City Code shall remain in full force and effect.

(Signatures on next page)

(Signature Page)

ADOPTED this ____day of _____, 2025.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Michael D. Wachsmann, Interim Director
Animal Services Department

File #: 25-1283, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 2
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Alejandra González, (915) 212-1506

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 E.R. Talley Surveys No. 6 and 7, 4600 Edna Avenue, City of El Paso, El Paso County, Texas from M-1 (Light Manufacturing) 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: 4600 Edna Ave.
Applicant: City of El Paso, PZRZ25-00018

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 10/28/25

PUBLIC HEARING DATE: 11/18/25

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Alejandra Gonzalez **PHONE NUMBER:** (915) 212-1506

DISTRICT(S) AFFECTED: 2

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 E.R. Talley Surveys No. 6 and 7, 4600 Edna Avenue, City of El Paso, El Paso County, Texas from M-1 (Light Manufacturing) 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: 4600 Edna Ave.
Applicant: City of El Paso, PZRZ25-00018

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from M-1 (Light Manufacturing) to R-5 (Residential) to allow the existing use of the Modesto Gomez Park. City Plan Commission recommended 6-0 to approve the proposed rezoning on September 25, 2025. As of October 13, 2025, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information. The proposed rezoning will consolidate the property under the same zoning district, allowing the existing use of Modesto Gomez Park to continue. The park's use will remain unchanged.

COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property. A public meeting was held on September 24, 2025 with the neighborhood.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF E.R. TALLEY SURVEYS NO. 6 AND 7, 4600 EDNA AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM M-1 (LIGHT MANUFACTURING) 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 E.R. Talley Surveys No. 6 and 7, 4600 Edna Avenue**, 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 **M-1 (Light Manufacturing)** 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 _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

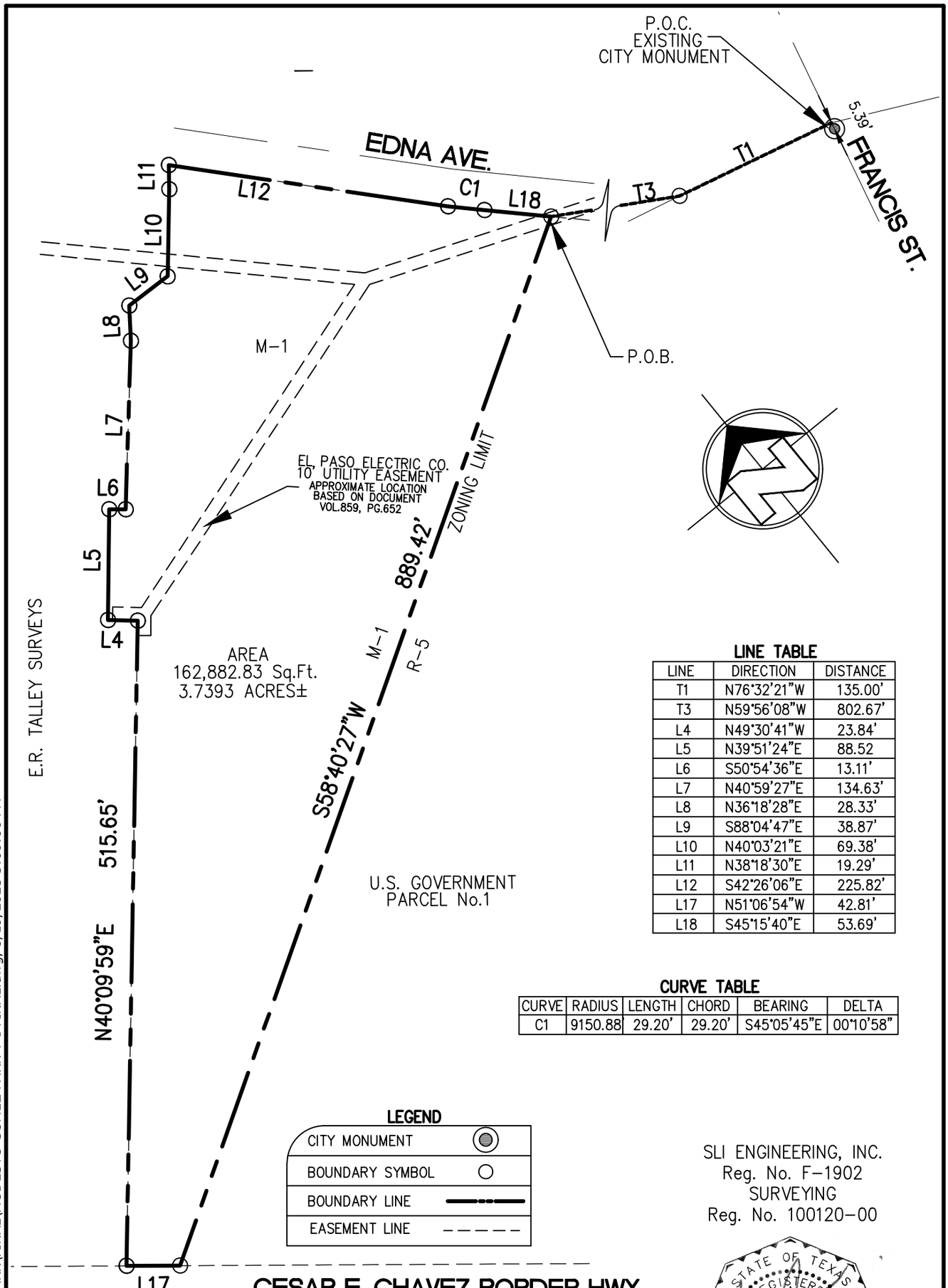
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

Exhibit "A"



LINE TABLE

LINE	DIRECTION	DISTANCE
T1	N76°32'21"W	135.00'
T3	N59°56'08"W	802.67'
L4	N49°30'41"W	23.84'
L5	N39°51'24"E	88.52
L6	S50°54'36"E	13.11'
L7	N40°59'27"E	134.63'
L8	N36°18'28"E	28.33'
L9	S88°04'47"E	38.87'
L10	N40°03'21"E	69.38'
L11	N38°18'30"E	19.29'
L12	S42°26'06"E	225.82'
L17	N51°06'54"W	42.81'
L18	S45°15'40"E	53.69'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	9150.88	29.20'	29.20'	S45°05'45"E	00°10'58"

LEGEND

CITY MONUMENT	◎
BOUNDARY SYMBOL	○
BOUNDARY LINE	———
EASEMENT LINE	– – – –

SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

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This map and survey are being provided solely for the use of all parties listed in the certification and their assigns and no license has been created, expressed or implied, to copy the surveys and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon AUGUST 19, 2025.

PLAT OF SURVEY

SLI
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457
SLI ENGINEERING, INC.

JOB # 09-25-5294
DRAWN BY: CV CK BY: GH/ET
DATE: 08/19/2025 SCALE: 1"=100'

ZONING PARCEL
4600 EDNA AVE.

LEGAL DESCRIPTION

PORTION OF E.R. TALLEY SURVEYS NO. 6 AND 7

CITY OF EL PASO, EL PASO COUNTY, TEXAS

PLAT REFERENCE
VOLUME x PAGE xx

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
DATE: 9-01-2025

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ZONING
METES AND BOUNDS

The parcel of land herein described is a portion of E.R. TALLEY SURVEYS No. 6 AND 7, addition to the City of El Paso, El Paso County, Texas and is more particularly described by metes and bounds as follows;

Commencing at an existing city monument lying 5.39 feet to the south from the centerline intersection of Francis Street and Edna Avenue; Thence, North 76°32'21" West, along centerline of Edna Avenue, a distance of 135.00 feet to a point; Thence, North 59°56'08" West, a distance of 802.67 feet to a point lying on the southwesterly right-of-way line of Edna Avenue being the "TRUE POINT OF BEGINNING" of this description.

THENCE, South 58°40'27" West, a distance of 889.42' feet to a point for a boundary corner lying on the northerly right-of-way line of Cesar E. Chavez Border Highway;
THENCE, North 51°06'54" West, a distance of 42.81' feet to point for a boundary corner;
THENCE, North 40°09'59" East, leaving right-of-way line of Cesar E. Chavez Border Highway, a distance of 515.65 feet to point for a boundary corner;
THENCE, North 49°30'41" West, a distance of 23.84 feet to point for a boundary corner;
THENCE, North 39°51'24" East, a distance of 88.52 feet to point for a boundary corner;
THENCE, South 50°54'36" East, a distance of 13.11 feet to point for a boundary corner;
THENCE, North 40°59'27" East, a distance of 134.63 feet to point for a boundary corner;
THENCE, North 36°18'28" East, a distance of 28.33 feet to point for a boundary corner;
THENCE, South 88°04'47" East, a distance of 38.87 feet to point for a boundary corner;
THENCE, North 40°03'21" East, a distance of 69.38 feet to point for a boundary corner;
THENCE, North 38°18'30" East, a distance of 19.29 feet to point for a boundary corner;
THENCE, South 42°26'06" East, a distance of 225.82 feet to point for a boundary corner lying on the southerly right-of-way line of Edna Avenue;
THENCE, 29.20 feet, with a curve to the right, having a radius of 9150.88 feet, a central angle of 00°10'58" and a chord which bears South 45°05'45" East, a distance of 29.20 feet to a point for a boundary corner;
THENCE, South 45°15'40" East, a distance of 53.69 feet back to the "TRUE POINT OF BEGINNING" of this description.

Said parcel of land containing 162,882.83 Square Feet (3.7393 acres) of land, more or less.

SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00



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This map and survey are being provided solely for the use of all parties listed in the certification and their assigns and no license has been created, expressed or implied, to copy the surveys and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon AUGUST 19, 2025.

METES AND BOUNDS

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

JOB # 09-25-5294
DRAWN BY: CV CK BY: GH/ET
DATE: 08/19/2025 SCALE: 1"=100'

ZONING PARCEL
4600 EDNA AVE.

LEGAL DESCRIPTION

PORTION OF E.R. TALLEY SURVEYS NO. 6 AND 7

CITY OF EL PASO, EL PASO COUNTY, TEXAS

PLAT REFERENCE
VOLUME x PAGE xx

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
DATE: 9-01-2025

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4600 Edna

City Plan Commission — September 25, 2025

REZONING

CASE NUMBER:	**PZRZ25-00018**
CASE MANAGER:	Alejandra González, (915) 212-1506, GonzalezAG@elpasotexas.gov
PROPERTY OWNER:	City of El Paso
REPRESENTATIVE:	SLI Engineering, Inc.
LOCATION:	4600 Edna Ave. (District 2)
PROPERTY AREA:	3.74 acres
REQUEST:	Rezone from M-1(Light Manufacturing) to R-5 (Residential)
RELATED APPLICATIONS:	SUSU25-00064 - Modesto Gomez Park
PUBLIC INPUT:	None received as of September 18, 2025

SUMMARY OF REQUEST: The applicant is proposing to rezone the subject property from M-1 (Light Manufacturing) to R-5 (Residential). The proposed rezoning will serve to consolidate property under the same zoning district for the existing use of public park.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with the current uses in the surrounding area and is consistent with Plan *El Paso*, the City's adopted Comprehensive Plan and the O-1, Preserve future land use designation.

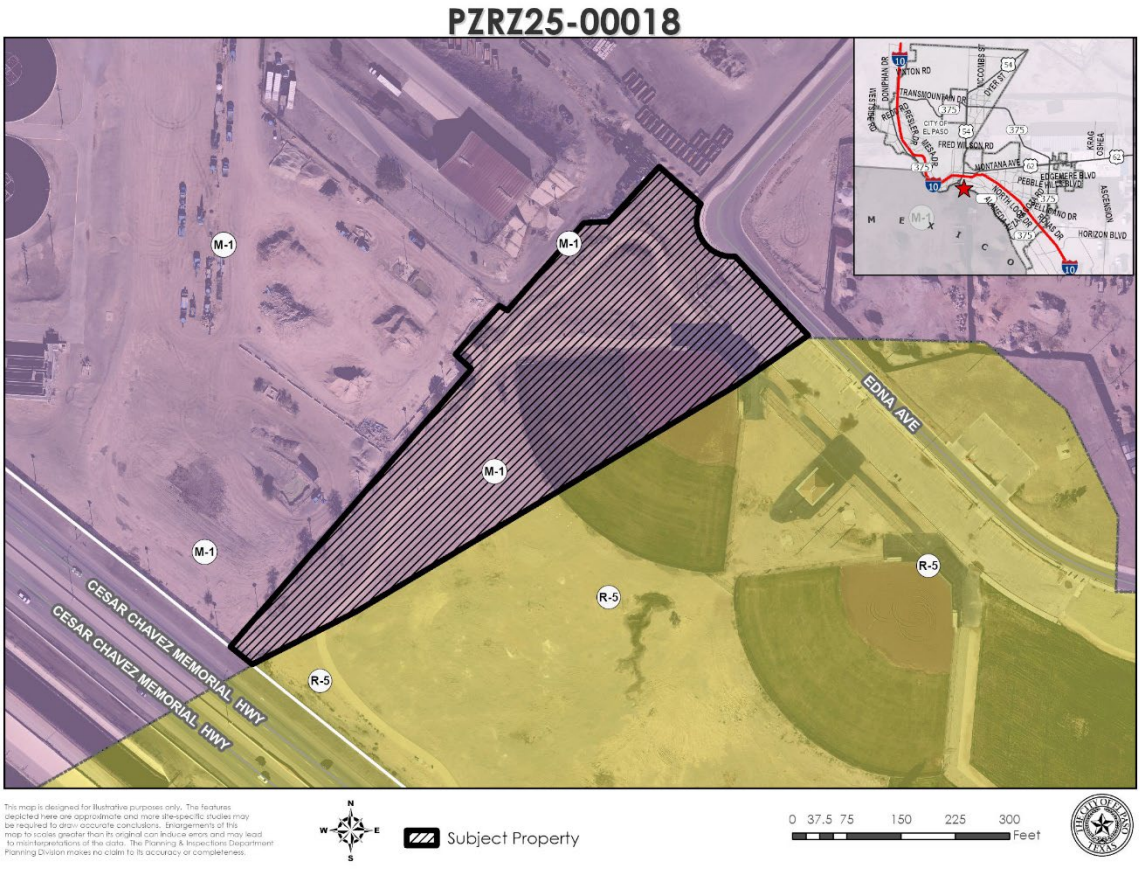


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from M-1 (Light Manufacturing) to R-5 (Residential). The proposed rezoning will serve to consolidate property under the same zoning district to allow the existing use of the Modesto Gomez Park. The use of the park will remain. The subject property is approximately 3.74 acres in size. The conceptual site plan shows the existing public park. The conceptual plan is not under review for zoning requirements and is not binding. Main access to the property is proposed from Edna Avenue.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The public park and the R-5 (Residential) zoning are compatible with the existing park use and the character of the surrounding area. The surrounding properties include part of the existing public park zoned R-5 (Residential) to the southeast. Properties to the north, east, and west include a sanitary landfill and a water and wastewater facility zoned M-1 (Light Manufacturing). The property has sidewalks on the surrounding streets. The nearest school, Father Yermo School, is approximately 0.9 mile and the closest park, Delta Park, is located about 0.5 mile.

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?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **O-1, Preserve:** Publicly owned land such as the Franklin Mountains and Hueco Tanks State Parks, all City and County parks and public drainage areas, and cemeteries (even if private). These lands will not be developed due to their ownership and current use.	Yes. The proposed use is compatible with the O-1 (Preserve) Land Use Designation of *Plan El Paso.*
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **R-5 (Residential) District:** The purpose of these districts is to provide locations for light-intensity industries involving manufacturing, assembling, distribution and warehousing. It is intended that the districts will serve the entire city and will permit supporting commercial uses. The regulations of the districts are intended to preserve a light industrial nature particularly with regard to noise, smoke, odors, dust, vibrations and other noxious conditions.	Yes. The proposed zoning is compatible with surroundings and will serve to consolidate property under the same zoning district. The park use will remain.
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 from Edna Avenue, which is designated as a local street per the City of El Paso's Major Thoroughfare Plan (MTP). The classification of the road is appropriate for the existing park development.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community as the existing park will remain.

Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area has been stable with no rezoning within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None. The property is currently split-zoned M-1 (Light Manufacturing) and R-5 (Residential). The proposed rezoning will serve to consolidate property under the same zoning district.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to Edna Avenue, which is designated as a local street in the City's Major Thoroughfare Plan. The classification of this road is appropriate for the existing park development. Sidewalks are currently present along Edna Avenue. There are two (2) bus stops located within walkable distance (0.25 miles) of the subject property. The closest bus stop is along Comanche Avenue to the northwest, which is located 0.23 miles from the subject property.

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

PUBLIC COMMENT: The subject property lies within four (4) neighborhood associations including the Washington-Delta Neighborhood Association, Sunrise Civic Group, El Paso Central Business Association and Val Verde Neighborhood Association which were notified of the rezoning by the applicant. Public notices were mailed to property owners within 300 feet on August 13, 2025. As of September 18, 2025, the Planning Division has not received any communication in support or opposition to the request.

RELATED APPLICATIONS: There is a subdivision application (SUSU25-00064) under Major Combination basis for Modesto Gomez Park currently under review.

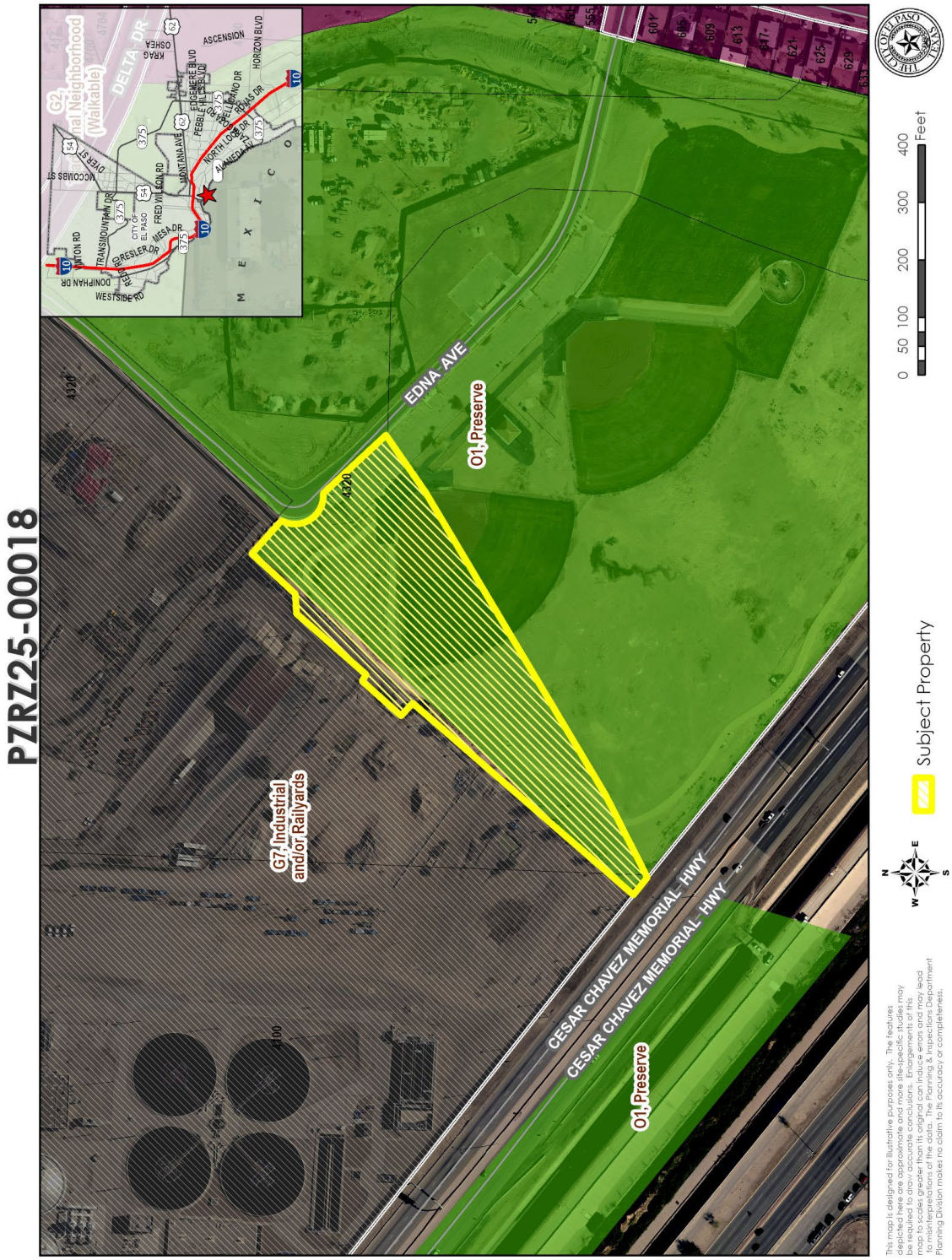
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

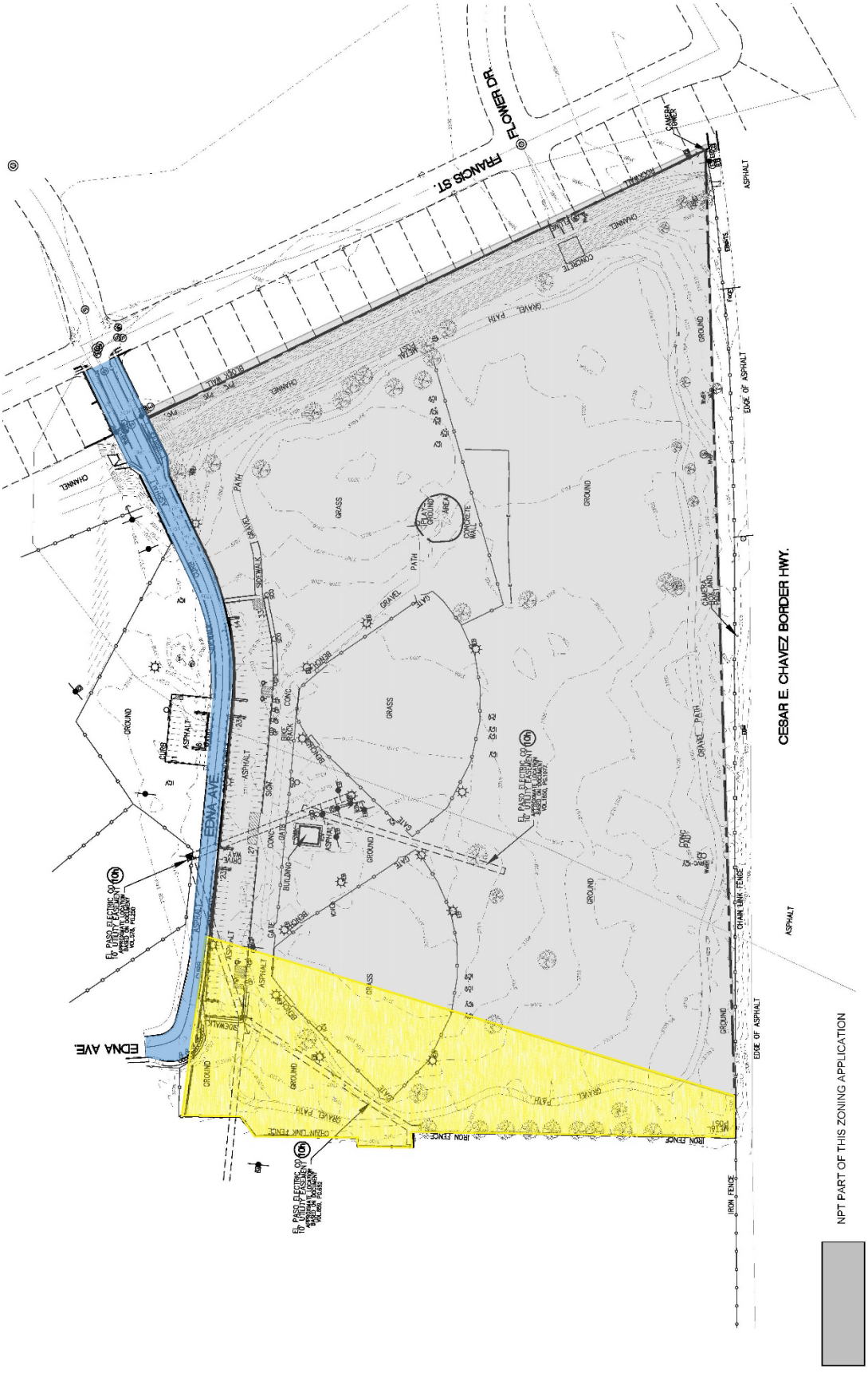
ATTACHMENTS:

1. Future Land Use Map
2. Generalized plot plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends APPROVAL of the rezoning request. The proposed zoning district is compatible with the current uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the O-1, Preserve future land use designation.

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.

Environment Services

No comments.

Sun Metro

No comments received.

Streets and Maintenance Department

Traffic & Transportation Engineering

No objections to application. No TIA is required.

Streets Lighting

Does not object to this request.

Street Lights Department requires that park projects are to be evaluated for lighting requirements based on the City of El Paso Design and Construction Standards for Park Facilities according to City of El Paso Codes Chapter 18.18.

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

For the development of a project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing.

Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management
No comments.

El Paso Water
EPWater-PSB does not object to this request.

EPWater requests a 30-foot PSB easement dedicated by plat along the southern property line to accommodate the existing 24-inch reclaimed water main as described below.

Water
There is an existing 6-inch diameter water main extending along Edna St. The water main is located 20 feet south of the north property line. This main dead-ends approximately 162-feet west of the eastern right-of-way line of Francis St. This main can be extended to provide service. Previous water pressure from fire hydrant #001009, on the southwest corner of Flower Dr. and Francis St., has yielded a static pressure of 88 (psi), a residual pressure of 86 (psi) and a discharge of 1,162 gallons per minute (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 extending along Delta Dr. that is available for service. The sewer main is located approximately 4 feet north of the southern right-of-way line. This main can be extended to provide service.

There is an existing 24-inch diameter force main extending along Delta Dr. The sewer main is located approximately 19 feet north of the southern right-of-way line. No connections are allowed to this main.

There is an existing 12-inch diameter force main extending along Delta Dr. The sewer main is located approximately 15 feet north of the southern right-of-way line. No connections are allowed to this main.

Reclaimed
There is an existing 24-inch diameter reclaimed water main that extends 30-feet north and parallel to Cesar E. Chavez Border Hwy. No connections are allowed to this main.

General
A water and sanitary sewer main extension is required to provide service. Water main shall be extended creating a looped system. The water and sanitary sewer main extension costs are the responsibility of the owner.

EPWater requires a new service application to provide service to the right-of-way. 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 right-of-way and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater
As per the Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of green space, 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.

Any proposed ponding area 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 at subdivision stage.

El Paso County 911 District
No comments/concerns regarding this zoning.

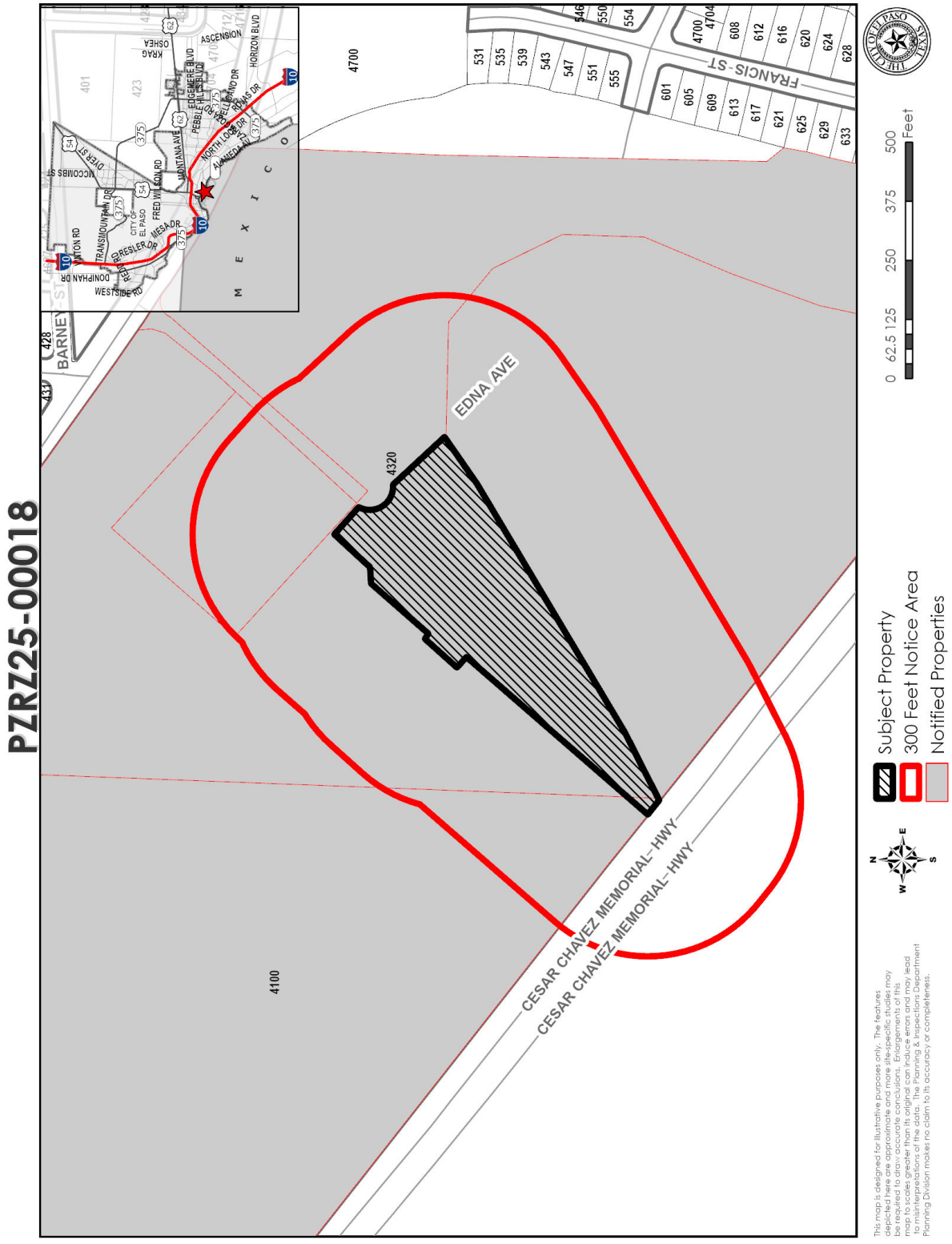
Texas Department of Transportation
No comments received.

El Paso County Water Improvement District #1
No comments received.

Texas Gas Service
Texas Gas Service does not have any comments.

El Paso Electric
No comments for 4600 Edna.

ATTACHMENT 4



File #: 25-1299, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566

AGENDA LANGUAGE:

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

An Ordinance amending Title 15 (Public Services), Chapter 15.22 (Water and Wastewater Impact Fees), by adding Section 15.22.200 (Exemptions) in order to comply with the updated requirements in accordance with Senate Bill 840 of the Texas 89th Legislative Session.

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 10/28/25

PUBLIC HEARING DATE: 11/18/25

CONTACT PERSON NAME: Philip Etiwe **PHONE NUMBER:** 915-212-1553

2nd CONTACT PERSON NAME: Kevin Smith **PHONE NUMBER:** 915-212-1566

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

3 - Promote the Visual Image of El Paso

SUBGOAL:

3.2 - Set one standard for infrastructure across the city

SUBJECT:

An Ordinance amending Title 15 (Public Services), Chapter 15.22 (Water and Wastewater Impact Fees), by adding Section 15.22.200 (Exemptions) in order to comply with the updated requirements in accordance with Senate Bill 840 of the Texas 89th Legislative Session.

BACKGROUND / DISCUSSION:

Senate Bill 840 was adopted as part of the 89th Texas Legislature, with this Bill addressing the housing stock and housing options within Texas. This item is modifying the Public Services Code to comply with the State Law. The City Plan Commission recommended approval of this change on October 10, 2025.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etiwe

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

ORDINANCE NO._____

AN ORDINANCE AMENDING TITLE 15 (PUBLIC SERVICES), CHAPTER 15.22 (WATER AND WASTEWATER IMPACT FEES), BY ADDING SECTION 15.22.200 (EXEMPTIONS) IN ORDER TO COMPLY WITH THE UPDATED REQUIREMENTS IN ACCORDANCE WITH SENATE BILL 840 OF THE TEXAS 89TH LEGISLATIVE SESSION.

WHEREAS, Senate Bill 840 ("SB 840") was enacted on May 28, 2025 by the Texas 89th Legislative Session, with an effective date of September 1, 2025; and

WHEREAS, SB 840 seeks to increase the housing stock and housing options within Texas; and

WHEREAS, this Ordinance amends Title 15 (Public Services) of the El Paso City Code to comply with SB 840.

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

Section 1. That Title 15 (Public Services), Chapter 15.22 (Water and Wastewater Impact Fees) is amended to add the following section:

15.22.200 Exception.

An impact fee shall not be collected on land where a building has been converted to mixed-use residential or apartment use as defined in El Paso City Code Title 20 unless the land on which the building is located was already subject to an impact fee before a building permit related to the conversion was filed with the municipality.

Section 2. Except as herein amended, Title 15 (Public Services) of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO:

_____

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip Etiwe, Director
Planning & Inspections Department

Title 15 Redlines

Chapter 15.22 WATER AND WASTEWATER IMPACT FEES

15.22.200 Exception.

An impact fee shall not be collected on land where a building has been converted to mixed-use residential or apartment use as defined in El Paso City Code Title 20 unless the land on which the building is located was already subject to an impact fee before a building permit related to the conversion was filed with the municipality.

File #: 25-1300, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566

AGENDA LANGUAGE:

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

An Ordinance amending Title 19 (Subdivision and Development Plats, Article II (Subdivision Standards), Chapter 19.18 (Traffic Impact Analysis), Chapter 19.23 (Easements, Block and Lot Design and Improvement Standards), and Article VI (Definitions), Chapter 19.50 (Definitions) in order to comply with the updated requirements in accordance with Senate Bill 15 and Senate Bill 840 of the Texas 89th Legislative Session. The penalty is as provided in 19.42 of the El Paso City Code.

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 10/28/25

PUBLIC HEARING DATE: 11/18/25

CONTACT PERSON NAME: Philip Etiwe **PHONE NUMBER:** 915-212-1553

2nd CONTACT PERSON NAME: Kevin Smith **PHONE NUMBER:** 915-212-1566

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

3 - Promote the Visual Image of El Paso

SUBGOAL:

3.2 - Set one standard for infrastructure across the city

SUBJECT:

An Ordinance amending Title 19 (Subdivision and Development Plats, Article II (Subdivision Standards), Chapter 19.18 (Traffic Impact Analysis), Chapter 19.23 (Easements, Block and Lot Design and Improvement Standards), and Article VI (Definitions), Chapter 19.50 (Definitions) in order to comply with the updated requirements in accordance with Senate Bill 15 and Senate Bill 840 of the Texas 89th Legislative Session. The penalty is as provided in 19.42 of the El Paso City Code.

BACKGROUND / DISCUSSION:

Senate Bills 15 and 840 were adopted as part of the 89th Texas Legislature, with these Bills addressing the housing stock and housing options within Texas. This item is modifying the Subdivision Code to comply with the State Law. The City Plan Commission recommended approval of this change on October 10, 2025.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etiwe

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

ORDINANCE NO._____

AN ORDINANCE AMENDING TITLE 19 (SUBDIVISION AND DEVELOPMENT PLATS, ARTICLE II (SUBDIVISION STANDARDS), CHAPTER 19.18 (TRAFFIC IMPACT ANALYSIS), CHAPTER 19.23 (EASEMENTS, BLOCK AND LOT DESIGN AND IMPROVEMENT STANDARDS), AND ARTICLE VI (DEFINITIONS), CHAPTER 19.50 (DEFINITIONS) IN ORDER TO COMPLY WITH THE UPDATED REQUIREMENTS IN ACCORDANCE WITH SENATE BILL 15 AND SENATE BILL 840 OF THE TEXAS 89TH LEGISLATIVE SESSION. THE PENALTY IS AS PROVIDED IN 19.42 OF THE EL PASO CITY CODE.

WHEREAS, Senate Bill 15 ("SB 15") and Senate Bill 840 ("SB 840") were enacted on June 20, 2025 and May 28, 2025 respectively by the Texas 89th Legislative Session, with an effective date of September 1, 2025; and

WHEREAS, SB 15 and SB 840 seeks to increase the housing stock and housing options within Texas; and

WHEREAS, this Ordinance amends Title 19 (Subdivision and Development Plats) of the El Paso City Code to comply with SB 15 and SB 840.

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

Section 1. That Title 19 (Subdivision and Development Plats), Article II (Subdivision Standards), Chapter 19.18 (Traffic Impact Analysis), Subsection 19.18.010.B.3 is amended to include the following:

3. Exceptions

c. Redevelopment of a building that was being used for office, retail, or warehouse use that is proposed to be converted to mixed-use residential development or apartment use as defined in El Paso City Code Title 20.10.363.

Section 2. That Title 19 (Subdivision and Development Plats), Article II (Subdivision Standards), Chapter 19.23 (Easements, Block and Lot Design and Improvement Standards), Subsection 19.23.040.A is amended and replaced as follows:

A. Zoning Lot District Requirements, if Applicable. Lots shall conform to the minimum requirements of the established zoning district in which they are located, if located within the city's corporate limits. For small lot development as defined in El Paso City Code Title 20, the development shall meet the criteria found in 20.10.625 of the El Paso City Code.

Section 3. That Title 19 (Subdivision and Development Plats), Article VI (Definitions), Chapter 19.50 (Definitions), Subsection 19.50.030 is amended to include the following new definition:

"Small lot development" means a residential lot that is 4,000 square feet or less and meets the criteria in El Paso City Code Title 20.10.625.

Section 4. Except as herein amended, Title 19 (Subdivision and Development Plats) of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO:

_____

Renard U. Johnson
Mayor

ATTEST:

_____

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln

_____

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

_____

Philip Etiwe, Director
Planning & Inspections Department

Title 19 Redlines

Chapter 19.18 TRAFFIC IMPACT ANALYSIS

19.18.010 Purpose and applicability.

B. Applicability.

1. A traffic impact analysis (TIA), in adherence to standards contained within this title and City of El Paso approved guidelines, shall be required under the following criteria:

   a. For all proposed developments within the city limits and within the city's extraterritorial jurisdiction where the development is expected to generate traffic in excess of one thousand average daily trips.

   b. If a development project will generate more than one hundred peak hour trips.

2. The number of trips generated by the proposed development shall be based on land uses and intensities according to the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual or locally approved trip generation rates. The daily trip generation rate shall be computed based upon the maximum land use intensity allowed under the proposed new zoning.

3. Exceptions. An applicant may request that the city manager or designee waive the requirement for a TIA. The requirement for a TIA may be waived under the following criteria:

   a. The city manager or designee determine that a TIA is not needed due to traffic analysis or traffic studies already completed; or

   b. Improvements are already, constructed that will serve and support the new development; or

   c. Redevelopment of a building that was being used for office, retail, or warehouse use that is proposed to be converted to mixed-use residential development or apartment use as defined in El Paso City Code Title 20.10.363.

Chapter 19.23 EASEMENTS, BLOCK AND LOT DESIGN AND IMPROVEMENT STANDARDS

19.23.040 Lots—Determination and regulation of size.

A. Zoning District Requirements, if Applicable. Lots shall conform to the minimum requirements of the established zoning district in which they are located, if located within the city's corporate limits. For small lot development as defined in El Paso City Code Title 20, the development shall meet the criteria found in 20.10.625 of the El Paso City Code.

Article 6. Definitions

Chapter 19.50 DEFINITIONS

19.50.030 Definitions.

"Small lot development" means a residential lot that is 4,000 square feet or less and meets the criteria in El Paso City Code Title 20.10.625.

File #: 25-1301, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566

AGENDA LANGUAGE:

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

An Ordinance amending Title 20 (Zoning), Chapter 20.02 (General Definitions), Chapter 20.04 (Administrative Provisions), Chapter 20.10 (Supplemental Use Regulations), Appendix A (Table of Permissible Uses), Appendix B (Table of Density and Dimensional Standards), and Appendix C (Table of Parking Requirements and Standards), in order to comply with the updated requirements in accordance with Senate Bill 15 and Senate Bill 840 of the Texas 89th Legislative Session. The penalty is as provided in 20.24 of the El Paso City Code.

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 10/28/25

PUBLIC HEARING DATE: 11/18/25

CONTACT PERSON NAME: Philip Etiwe **PHONE NUMBER:** 915-212-1553

2nd CONTACT PERSON NAME: Kevin Smith **PHONE NUMBER:** 915-212-1566

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

3 - Promote the Visual Image of El Paso

SUBGOAL:

3.2 - Set one standard for infrastructure across the city

SUBJECT:

An Ordinance amending Title 20 (Zoning), Chapter 20.02 (General Definitions), Chapter 20.04 (Administrative Provisions), Chapter 20.10 (Supplemental Use Regulations), Appendix A (Table of Permissible Uses), Appendix B (Table of Density and Dimensional Standards), and Appendix C (Table of Parking Requirements and Standards), in order to comply with the updated requirements in accordance with Senate Bill 15 and Senate Bill 840 of the Texas 89th Legislative Session. The penalty is as provided in 20.24 of the El Paso City Code.

BACKGROUND / DISCUSSION:

Senate Bills 15 and 840 were adopted as part of the 89th Texas Legislature, with these Bills addressing the housing stock and housing options within Texas. This item is modifying the Zoning Code to comply with the State Law. The City Plan Commission recommended approval of this change on October 10, 2025.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etiwe

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

ORDINANCE NO._____

AN ORDINANCE AMENDING TITLE 20 (ZONING), CHAPTER 20.02 (GENERAL DEFINITIONS), CHAPTER 20.04 (ADMINISTRATIVE PROVISIONS), CHAPTER 20.10 (SUPPLEMENTAL USE REGULATIONS), APPENDIX A (TABLE OF PERMISSIBLE USES), APPENDIX B (TABLE OF DENSITY AND DIMENSIONAL STANDARDS), AND APPENDIX C (TABLE OF PARKING REQUIREMENTS AND STANDARDS), IN ORDER TO COMPLY WITH THE UPDATED REQUIREMENTS IN ACCORDANCE WITH SENATE BILL 15 AND SENATE BILL 840 OF THE TEXAS 89TH LEGISLATIVE SESSION. THE PENALTY IS AS PROVIDED IN 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Senate Bill 15 ("SB 15") and Senate Bill 840 ("SB 840") were enacted on June 20, 2025 and May 28, 2025 respectively by the Texas 89th Legislative Session, with an effective date of September 1, 2025; and

WHEREAS, SB 15 and SB 840 seeks to increase the housing stock and housing options within Texas; and

WHEREAS, this Ordinance amends Title 20 (Zoning) of the El Paso City Code to comply with SB 15 and SB 840.

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

Section 1. That Title 20 (Zoning), Chapter 20.02 (General Definitions), Sections 20.02.074 (Apartment building (5 or more units)), 20.02.252 (Condominium), 20.02.573 (Mixed-Use Residential), 20.02.760 (Quadraplex), 20.02.1003 (Small Lot), and 20.02.1120 (Triplex) be amended or added as follows:

20.02.074 – Apartment/Multifamily residential building.

"Apartment/Multifamily residential building " means a building or part of a building containing three or more attached or detached dwelling units. The term includes the use or development of a condominium. A "condominium" means a single dwelling unit in a multi-unit dwelling or structure, which is separately owned and which may be combined with an undivided interest in the common areas and facilities of the property.

20.02.252 - Condominium.

See "Apartment/Multifamily residential building" or "Mixed-use residential."

20.02.573 - Mixed-use residential

"Mixed-use residential" when used to describe land use or development, means the use or development, as applicable, of a site consisting of residential and nonresidential uses in which the residential uses are at least 65 percent of the total square footage of the development and meets the criteria found in El Paso City Code section 20.10.363. The term includes the use or development of a condominium. A "condominium" means a single dwelling unit in a multi-unit

dwelling or structure, which is separately owned and which may be combined with an undivided interest in the common areas and facilities of the property. Developments not meeting the criteria listed above shall not be considered mixed-use residential and shall be required to meet the requirements of the base zoning or use requirements.

20.02.760 - Quadraplex.

See "Apartment/Multifamily residential building" "

20.02.1003 – Small Lot

"Small lot" means a residential lot that is 4,000 square feet or less and meets the criteria found in El Paso City Code section 20.10.625.

20.02.1120 - Triplex.

See "Apartment/Multifamily residential building"

Section 2. That Title 20 (Zoning), Chapter 20.04 (Administrative Provisions), Sections 20.04.140 (When required), 20.04.150 (Procedure), 20.04.170 (Modification of detailed site development plan), and 20.04.200 (Master zoning plan) be amended or added as follows:

Chapter 20.04 - ADMINISTRATIVE PROVISIONS
Article III. - Detailed Site Development Plan Approval Process

20.04.140 When required.

Except as stated herein, a detailed site development plan is required prior to development in a special purpose district or with a special permit application and may be required if a zoning condition exists on a particular piece of property. Detailed site development plans are not required for apartment or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363 or for any projects for development in the Mixed-Use District (RMU, GMU and IMU) or for any other projects other than those located in special purpose districts or as otherwise required herein.

20.04.150 Procedure.

A. An application for detailed site development plan shall be prepared in accordance with the specifications outlined in Section 20.04.160, except where the development is for apartments, or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, a detailed site development plan shall not be required.

20.04.170 Modification of detailed site development plan.

Where the development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, approval of minor modifications shall not be required.

Article IV. - Master Zoning Plan Approval Process
20.04.200 Master zoning plan.

B. Amendments to an Approved Master Zoning Plan. An applicant may request amendments to an approved MZP. These amendments shall be delineated as minor or major amendments according to the criteria set forth herein. Where the development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, a master zoning plan shall not be required.

That Section 20.04.150 (Procedure) C.6 is deleted in its entirety.

Section 3. That Title 20 (Zoning), Chapter 20.10 (Supplemental Regulations), Sections 20.10.320 (Live-work flex units), 20.10.360 (Mixed-use development), 20.10.363 (Mixed-use residential or apartment development), 20.10.370 (Mountain development), and 20.10.625 (Small lot development) be amended or added as follows:

Chapter 20.10 – Supplemental Regulations

20.10.320 - Live-work flex units.

Where permitted in a zoning district, live-work flex units encourage design solutions for compatible mixed uses and are subject to the following restrictions and provisions. Where the live-work development meets the criteria of El Paso City Code section 20.10.363, the standards found in that section shall supersede.

20.10.360 Mixed-use development.

Where section 20.10.363 – Mixed use Residential applies, it supersedes any requirements under 20.10.360 that may be in conflict.

A. Special Development (S-D).

5. Height Regulations. No building shall exceed forty-five feet in height, except as follows:

6. Review Standards for Establishment of S-D District.

b. Where the development is for single-family detached dwellings that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) a detailed site development plan shall not be required. Where the development is for apartments, or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, a detailed site development plan shall not be required.

c. Where the development is for single-family detached dwellings, apartments, or mixed-use residential development, but does not meet the requirements set forth in Chapter

20.12 (Density and Dimensional Standards); or where the development proposes permitted uses other than single-family detached dwellings, a detailed site development plan shall be submitted in accordance with Chapter 20.04. Additional reasonable conditions may be recommended by the city plan commission and approved by the city council in order to protect the public health, safety and welfare

B. Unión Plaza (U-P).

1. Applicability. The provisions of this section will apply to all parcels of land within the "U-P" Union Plaza District. Where the development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, a detailed site development plan shall not be required.

2. Development Standards.

   a. Off-Street Parking. Off-street parking requirements of Chapter 20.14 shall not apply to properties in the district. Additionally, surface parking lots shall be prohibited in the district.

   b. Drive-thru facilities are prohibited in the district.

   c. In the district, height limits of buildings or structures within a seven-hundred-foot radius of any part of the facade of the Union Depot shall not exceed forty feet, except where the development is for apartments or mixed-use residential development that meet all requirements set forth in Section 20.10.363, the height shall not exceed forty-five feet.

4. Architectural and Design Guidelines. The purpose of these guidelines is to protect the district from unsightly construction that would ultimately diminish the appeal of the district. All applications for redevelopment of existing buildings or structures or new construction must comply with the Union Plaza Architectural and Design Guidelines. Copies of the Union Plaza Architectural and Design Guidelines are on file in the planning and inspections department. Where conflict exists between this section and the adopted design guidelines, section 20.10.360.B shall supersede.

5. Application Requirements. In addition to those items required for the application for a building permit, a detailed site development plan is required prior to development within the district. The process for application and approval shall be in accordance with Title 20, Article III - Detailed Site Development Plan Approval Process. The requirement for a detailed site development plan shall only apply to new construction or additions to existing structures. Where the development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, a detailed site development plan shall not be required.

C. Planned Residential (PR-1 and PR-2).

4. Review Standards for Establishment of P-R District.

b. Where the development is for single-family detached dwellings that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) a detailed site development plan shall not be required. Where the development is for apartments, or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, a detailed site development plan shall not be required.

D. Planned Commercial (P-C).

2. General Procedures—Plans Required.

a. Establishment of a P-C planned commercial district shall follow the procedures for changes and amendments of Chapter 20.04, including notice and hearings, recommendations by the city plan commission and action by the city council. A detailed site development plan complying with the requirements of Chapter 20.04 shall be required, except where the development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, a detailed site development plan shall not be required.

G. Residential, General and Industrial Mixed Use Districts (RMU, GMU and IMU). Uses permitted in a mixed-use development are as approved by city council through a master zoning plan. In an RMU zoning district where the development is entirely for apartments or entirely for mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, these uses shall be permitted without approval of a master zoning plan. A mixed-use development may be authorized to encourage use schemes such as but not limited to, residential, entertainment, medical, and employment centers. The following principles and requirements shall apply to a mixed-use development and shall serve as the basis for approval of a master zoning plan.

20.10.363 Mixed Use Residential or Apartment Development

A. Mixed-use residential development. Developments not meeting the criteria listed below shall not be considered mixed-use residential and shall be required to meet the requirements of the base zoning or use requirements.

1. New mixed use residential development

i. This section applies only to a mixed-use residential development project initiated on or after September 1, 2025

ii. The standards in this section supersede the base zoning districts standards

iii. To meet the requirements of a mixed-use residential development, the parcel to be developed shall meet all of the following requirements:

i. Shall consist of residential and nonresidential uses; and

ii. Minimum of 65 percent of the total square footage of the development shall be utilized for residential uses.

B. Conversion of existing buildings to mixed use residential development

a) This section applies only to a building proposed to be converted to mixed-use residential use in which a building permit was submitted on or after September 1, 2025.
b) Conversion of an existing building to mixed use residential development shall meet the following requirements:
    i. Is a building that is being used for office, retail, or warehouse uses
    ii. Minimum of 65 percent of the total square footage of the development shall be utilized for residential uses and a minimum of 65 percent of each floor area shall be used for residential uses; and
    iii. The proposed building to be converted shall be 5 years old or more.
c) The following shall not be required for the conversion of an existing building to mixed use residential development:
    i. Traffic impact analysis;
    ii. Construction of improvements or payment of a fee in connection with mitigating traffic effects; or
    iii. Extension, upgrade, replacement, or oversizing of a utility facility except as necessary to provide the minimum capacity needed to serve the proposed converted building.

B. Apartment development
1. This section applies only to an apartment development project initiated on or after September 1, 2025
2. The standards in this section supersede the base zoning districts standards
3. Conversion of existing buildings to apartment development
    a) This section applies only to a building proposed to be converted to apartment use in which a building permit was submitted on or after September 1, 2025.
    b) Conversion of an existing building to apartment development shall meet the following requirements:
        i. Is a building that is being used for office, retail, or warehouse uses; and
        ii. The proposed building to be converted shall be 5 years old or more.
    c) The following shall not be required for the conversion of an existing building to apartment development:
        i. Traffic impact analysis;
        ii. Construction of improvements or payment of a fee in connection with mitigating traffic effects; or
        iii. Extension, upgrade, replacement, or oversizing of a utility facility except as necessary to provide the minimum capacity needed to serve the proposed converted building.

20.10.370 Mountain development.

D. Density Permitted. Where the development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Section 20.10.363, density shall be as stated in Appendix B. Where the development is for single-family detached small lot development that meet all minimum requirements set forth in Section 20.10.625, density shall be as stated in Appendix B. For other permitted uses, the maximum dwelling units per gross acre shall be calculated based on the percentage average slope of the property as follows:

G. Property Development Standards. The following property development standards shall apply to all land, buildings and structures within a mountain development district:

2. Site Plan. A detailed site development plan complying with all of the requirements of Chapter 20.04 (Administrative Review Procedures) shall be required for all property within a mountain development district, except where a development is for single-family detached dwellings meeting the minimum yard requirements of Chapter 20.12 (Density and Dimensional Regulations) and where common or public open space is provided to satisfy the open space requirements of this section. If a development is to be undertaken in a series of phases, a development schedule indicating the proposed phasing shall accompany the required detailed site plan. Where the development is for apartments, or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, a detailed site development plan shall not be required;

20.10.625 Small Lot Development

A. The standards in this section supersede the base zoning districts standards
B. To meet the requirements of a small lot development, the parcel to be platted shall meet all the following requirements:
   1. Shall be 5 acres or more:
   2. Have no previously recorded plat: and
   3. Lots shall not exceed 4000 square feet.

C. When all the provisions of 20.10.625.B are met, the following shall apply:
   1. Lot Size:
      a) Minimum Lot area: 2250 square feet
      b) Minimum average lot width: 30 feet
      c) Minimum lot depth: 75 feet
   2. Minimum Setbacks
      a) Front setback: 15 feet
      b) Rear setback: 10 feet
      c) Side setback: 5 feet
      d) Cumulative setbacks: N/A

D. Parking minimum: 1 per residential unit

E. For subdivisions located in on-site ponding areas a minimum of 30% permeable area shall be provided.

F. Small lot developments shall not be located:

1. within 3,000 feet of an airport or military base; or

2. 15,000 feet of the boundary of a military base if the area is designated by a municipality or joint airport zoning board, as applicable, as a military airport overlay zone with a clear zone and accident potential zone designation, as described by the military base 's air installation compatible use zone report.

That Section 20.10.360 (Mixed-use development) B.2.a is deleted in its entirety.

Section 4. That Title 20 (Zoning), Chapter 20.08 (Permissible Uses), Section 20.08.030 (Permissible Uses), Appendix A (Table of Permissible Uses), be amended to add the new rows as follows:

	Use	Residential														Commercial						Manufacturing				Special Purpose													Supplemental Standards	Accessory Uses Permitted to Specific Use
		R-1	R-2	R-2A	R-3	R-3A	R-4	R-5	RMH	A-1	A-2	A-3	A-4	A-O	A-3/O	A-M	C-OP	C-1	C-2	C-3	C-4	C-5	Q	M-1	M-2	M-3	R-F	PMD*** *	S-D* *	U-P* *	P-RII* *	P-C* *	P-I* *	SRR* *	R-MU* *	G-MU* *	I-MU* *	NOS	URD		
13.00 Residential																																								
13.02	Apartment/Multifamily Residential	X	X	X	X	X	X	X	X	P	P	P	P	P	P	P	P	P	P	P	P	P	X	X	X	X	X	P	P	P	P	P	P	X	P	P	Z	X		X	§ 20.10.010; § 20.10.020; § 20.10.360; § 20.10.363	Administrative office, laundry room, sauna and exercise room, or vending machine per Section 20.10.050.
13.215	Mixed-use Residential	X	X	X	X	X	X	X	X	P	P	P	P	P	P	P	P	P	P	P	P	P	X	X	X	X	X	P	P	P	P	P	P	X	P	P	Z	X		X	§ 20.10.010; § 20.10.020; § 20.10.360; § 20.10.363	Administrative office, laundry room, sauna and exercise room, or vending machine per Section 20.10.050.
13.30	Single-family attached dwelling (atrium, patio, townhouse)	X	X	X	X	X	P	P	X	P	P	P	P	P	P	P	X	P	P	P	P	P	X	X	X	X	X	D	D	D	D	D	X	X	D	Z	Z	X		X	§ 20.10.010; § 20.10.020; § 20.10.050	Administrative office, laundry room, sauna and exercise room, or vending machine per Section 20.10.050.
13.31	Single-family detached dwelling	P	P	P	P	P	P	P	X	P	P	P	P	P	P	P	X	X	X	X	X	X	X	X	X	X	P	D	D	X	D	D	X	X	D	Z	X	X		X	§ 20.10.010; § 20.10.020	
13.315	Single-family detached dwelling small lot development	P	P	P	P	P	P	P	X	P	P	P	P	P	P	P	X	X	X	X	X	X	X	X	X	X	P	D	P	X	P	P	X	X	P	Z	X	X	.	X	§ 20.10.010; § 20.10.020; § 20.10.625	.

The following rows are deleted from Appendix A in their entirety:

	Use	Residential														Commercial						Manufacturing				Special Purpose														Supplemental Standards	Accessory Uses Permitted to Specific Use
		R-1	R-2	R-2A	R-3	R-3A	R-4	R-5	RMH	A-1	A-2	A-3	A-4	A-O	A-3/O	A-M	C-OP	C-1	C-2	C-3	C-4	C-5	Q	M-1	M-2	M-3	R-F	PMD****	S-D**	U-P**	P-R I**	P-RII**	P-C**	P-I**	SRR**	R-MU**	G-MU**	I-MU**	NOS	URD		
13.00 Residential																																									
13.25	Quadraplex	X	X	X	X	X	X	X	X	P	P	P	P	P	P	P	X	P	P	P	P	P	X	X	X	X	X	D	D	P	D	D	X	X	D	Z	Z	X		X	§ 20.10.010; § 20.10.020	
13.33	Triplex	X	X	X	X	X	X	X	X	P	P	P	P	P	P	P	X	P	P	P	P	P	X	X	X	X	X	D	D	P	D	D	X	X	D	Z	Z	X		X	§ 20.10.010; § 20.10.020	

Section 5. That Title 20 (Zoning), Chapter 20.12.020 (Table of density and dimensional standards) Appendix B (Table of Density and Dimensional Standards) be deleted and replaced in its entirety as per the attached Exhibit A.

Section 6. That Title 20 (Zoning), Chapter 20.14 (Off-street parking, loading and storage standards), Section 20.14.050 (Parking requirements and standards), Subsection C, Table of parking requirements and standards: Appendix C (Table of Parking Requirements and Standards) be amended to add new rows as follows:

13.00	**Residential**	**Automobile & Light Truck**		**Bicycle**	**Heavy Truck Trailer**	**Gravel Screen Parking**	
		Minimum	**Maximum**			**Required**	**Notes**
13.02	Apartments	1/Residential Unit		NOTE 3	None	Allowed	2C
13.235	Mixed Use Residential development	1/Dwelling unit, plus 1/288 sf GFA commercial	1/200 sf GFA Commercial	NOTE 3	None	Allowed	2I
13.315	Single-family detached dwelling small lot development	1/dwelling unit		None	None	Allowed	2H

The following rows are deleted from Appendix C in their entirety:

13.00	**Residential**	**Automobile & Light Truck**		**Bicycle**	**Heavy Truck Trailer**	**Gravel Screen Parking**	
		Minimum	**Maximum**			**Required**	**Notes**
13.25	Quadraplex	2/dwelling unit		None	None	Allowed	2H
13.33	Triplex	2/dwelling unit		None	None	Allowed	2H

Section 7. Except as herein amended, Title 20 (Zoning) of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO:

_____

Renard U. Johnson
Mayor

ATTEST:

_____

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip Etiwe, Director
Planning & Inspections Department

Exhibit A

Appendix B Table of Density and Dimensional Standards

A		SUBPART A	SUBPART B					SUBPART C								SUBPART D
B			Lot & Dwelling Size					Building Setbacks (in feet)								
C	Zoning District	Minimum District Area	Permitted Use (as established in Chapter 20.08)	Minimum Lot Area (square feet)	Minimum Average Lot Width (in feet)	Minimum Lot Depth (in feet)	Other Standards	Minimum Front Yard (in feet)	Minimum Rear Yard (in feet)	Minimum Cumulative Front & Rear Yard Total	Minimum Side Yard (in feet)	Minimum Side Street Yard (in feet)	Minimum Cumulative Side & Side Street Yard Total	Other Standards	Small Lot Development Standards	Maximum Height Limitation (in feet)
D	R-1	No minimum	Single-family dwelling	20,000	125	150	None	30	30	100	15	20	40	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
D.1	R-1	No minimum	Other permitted uses, except as otherwise specified in this title	20,000	100	150	See Chapter 20.10	30	30	100	15	20	40	See Chapter 20.10	N/A	35
E	R-2	No minimum	Single-family dwelling	10,000	80	110	None	25	25	60	8	10	20	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
E-1	R-2	No minimum	Other permitted uses, except as otherwise specified in this title	20,000	100	150	See Chapter 20.10	25	25	60	8	10	20	See Chapter 20.10	N/A	35
F	R-2A	No minimum	Single-family dwelling	8,000	70	100	None	25	25	60	8	10	16	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
F.1	R-2A	No minimum	Other permitted uses, except as otherwise specified in this title	20,000	100	150	See Chapter 20.10	25	25	60	8	10	16	See Chapter 20.10	N/A	35
G	R-3	No minimum	Single-family dwelling	6,000	60	90	None	20	20	50	5	10	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
G.1	R-3	No minimum	Other permitted uses, except as otherwise specified in this title	20,000	100	150	See Chapter 20.10	20	20	50	5	10	N/A	See Chapter 20.10	N/A	35
H	R-3A	No minimum	Single-family dwelling	5,000	50	90	None	15, except that a 20' driveway must be provided	15	45	5	10	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
H.1	R-3A	No minimum	Other permitted uses, except as otherwise specified in this title	20,000	100	150	See Chapter 20.10	15, except that a 20' driveway must be provided	15	45	5	10	N/A	See Chapter 20.10	N/A	35

	R-4	No minimum	Single-family dwelling	6,000	50	90	None	10, except that a 20' driveway must be provided	10	45	5	10	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
I.1	R-4	No minimum	Two-family dwelling (Duplex)	7,000	70	90	None	10, except that a 20' driveway must be provided	10	45	5	10	N/A	Accessory structures, see Section 20.10.030	N/A	35
I.2	R-4	No minimum	Other permitted uses, except as otherwise specified in this title	No minimum	No minimum	No minimum	See Chapter 20.10	10, except that a 20' driveway must be provided	10	45	5	10	N/A	See Chapter 20.10	N/A	35; except that buildings may increase the height about thirty-five (35) feet if an additional setback of two (2) feet for each one (1) foot of height in excess of thirty-five (35) feet is provided
J	R-5	No minimum	Single-family dwelling	4,500	45	90	None	10, except that a 20' driveway must be provided	10	45	5	10	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
J.1	R-5	No minimum	Two-family dwelling (Duplex)	6,000	50	90	None	10, except that a 20' driveway must be provided	10	45	5	10	N/A	Accessory structures, see Section 20.10.030	N/A	35
J.2	R-5	No minimum	Other permitted uses, except as otherwise specified in this title	No minimum	No minimum	No minimum	See Chapter 20.10	10, except that a 20' driveway must be provided	10	45	5	10	N/A	See Chapter 20.10	N/A	35; except that buildings may increase the height about thirty-five (35) feet if an additional setback of two (2) feet for each one (1) foot of height in excess of thirty-five (35) feet is provided
K	RMH	4 acres; provided that extensions to an RMH District may be considered in increments of 4 acres or less	Manufactured homes	4,000	40	90	See Develop-ment Standards in Section 20.10.540 of this title	20	5	N/A	5	10	N/A	See Develop-ment Standards in Section 20.10.540 of this Title	N/A	16
K.1	RMH	4 acres; provided that extensions to an RMH District may be considered in	Other permitted uses, except as otherwise specified in this title	4,000	40	90	See Chapter 20.10	20	5	N/A	5	10	N/A	See Chapter 20.10	N/A	35

L	A-1	No minimum	Single-family dwelling	4,000	40	90	None	10, except that a 20' driveway must be provided	15	45	5	10	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
L.1	A-1	No minimum	Two-family dwelling (Duplex))	6,000	50	90	None	10, except that a 20' driveway must be provided	15	45	5	10	N/A	Accessory structures, see Section 20.10.030	N/A	35
L.2	A-1	No minimum	Single-family attached dwellings (Atrium, Patio, and Townhomes)	24,000	60	100	Minimum lot area of 2,400 sf per unit; open space minimum of 50% for interior lots and 40% for corner lots	20	25	N/A	5	10	N/A	20% of required front yard shall be landscaped; this area may be included in meeting landscape requirements of Title 18	N/A	35
L.3	A-1	No minimum	Other permitted uses, except as otherwise specified in this title	4,500	45	90	See Chapter 20.10	20	25	N/A	5	10	N/A	See Chapter 20.10	N/A	35
L.4	A-1	No Minimum	Apartments and Mixed Use Residential Development	24,000	60	100	Multi-family: maximum of 145 units per acre; open space minimum of 50% for interior lots and 40% for corner lots	20	25	N/A	5	10	N/A	20% of required front yard shall be landscaped; this area may be included in meeting landscape requirements of Title 18	See Section 20.10.363	45
M	A-2	No minimum	Single-family dwelling	3,500	35	90	None	10, except that a 20' driveway must be provided	15	45	5	10	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
M.1	A-2	No minimum	Two-family dwelling (Duplex)	5,000	50	90	None	10, except that a 20' driveway must be provided	15	45	5	10	N/A	Accessory structures, see Section 20.10.030	N/A	35
M.2	A-2	No minimum	Single-family attached dwellings (Atrium, Patio, and Townhomes)	6,000	50	100	Minimum lot area of 1,750 sf per unit; open space minimum of 50% for interior lots and 40% for corner lots	0	25	N/A	5	10	N/A	N/A	N/A	35
M.3	A-2	No minimum	Other permitted uses, except as otherwise specified in this title	4,500	45	90	See Chapter 20.10	20	25	N/A	5	10	N/A	See Chapter 20.10	N/A	35
M.4	A-2	No minimum	Apartments and Mixed Use Residential Development	6,000	50	100	Multi-family: maximum of 145 units per acre; open space	0	25	N/A	5	10	N/A	N/A	See Section 20.10.363	45

N	A-3	No minimum	Single-family dwelling	2,400	40	60	None	10, except that a 20' driveway must be provided	10	40	4	5	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
N.1	A-3	No minimum	Two-family dwelling (Duplex)	4,000	50	80	None	10, except that a 20' driveway must be provided	10	40	4	5	N/A	Accessory structures, see Section 20.10.030	N/A	35
N.2	A-3	No minimum	Single-family attached dwellings (Atrium, Patio, and Townhomes)	4,000	50	80	Minimum lot area of 750 sf per unit; except for buildings 3 stories or more in height, minimum lot area of 500 sf per unit is required; minimum open space of 40% of interior lots and 30% of corner lots	0	20	N/A	4	5	N/A	N/A	N/A	35; buildings may exceed thirty-five (35) feet if an additional setback of two (2) feet for each one (1) foot of height in excess of thirty-five (35) feet is provided
N.3	A-3	No minimum	Other permitted uses, except as otherwise specified in this title	2,400	40	60	See Chapter 20.10	20	25	N/A	15	20	N/A	See Chapter 20.10	N/A	35; buildings may exceed thirty-five (35) feet if an additional setback of two (2) feet for each one (1) foot of height in excess of thirty-five (35) feet is provided
N.4	A-3	No minimum	Apartments and Mixed Use Residential Development	4,000	50	80	Multi-family: maximum of 145 units per acre; minimum open space of 40% of interior lots and 30% of corner lots	0	20	N/A	4	5	N/A	N/A	See Section 20.10.363	45
O	A-4	No minimum	Single-family dwelling	2,400	40	60	None	10, except that a 20' driveway must be provided	10	40	4	5	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
O.1	A-4	No minimum	Two-family dwelling (Duplex)	4,000	50	80	None	10, except that a 20' driveway must be provided	10	40	4	5	N/A	Accessory structures, see Section 20.10.030	N/A	35
O.2	A-4	No minimum	Single-family attached dwellings (Atrium, Patio, and Townhomes)	20,000	100	100	Multi-family: maximum of 145 units per acre;	0	20	N/A	4	10	N/A	Perimeter designed to ensure compatibility with adjacent	N/A	Per approved site development plan

O.3	A-4	No minimum	Other permitted uses, except as otherwise specified in this title	20,000	100	100	See Chapter 20.10; mixed-use developments shall be designed in a manner that separates the residential and non-residential uses	20	25	N/A	5	10	N/A	Perimeter designed to ensure compatibility with adjacent development thru the use of setbacks, screening walls or landscaping; minimum setback of 10 feet between any structure and adjoining ROW	N/A	Per approved site development plan
O.4	A-4	No minimum	Apartments and Mixed Use Residential Development	4,000	50	80	Multi-family: maximum of 145 units per acre; open space minimum of 50% for interior lots and 40% for corner lots	0	20	N/A	4	10	N/A		See Section 20.10.363	45
P	A-0	No minimum	Single-family dwelling	4,000	40	90	None	10, except that a 20' driveway must be provided	10	45	5	10	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	Max height equal to the distance between the centerline of abutting street and face of the building abutting that street.
P.1	A-0	No minimum	Two-family dwelling (Duplex)	6,000	50	90	None	10, except that a 20' driveway must be provided	10	45	5	10	N/A	Accessory structures, see Section 20.10.030	N/A	Max height equal to the distance between the centerline of abutting street and face of the building abutting that street.
P.2	A-0	No minimum	Single-family attached dwellings (Atrium, Patio, and Townhomes)	6,000	50	100	Minimum lot area of 750 sf per dwelling unit; lot coverage not to exceed 50%	0	25	N/A	5	10	N/A	N/A	N/A	45
P.3	A-0	No minimum	Other permitted uses, except as	6,000	50	90	See Chapter 20.10	0	5	N/A	5	10	N/A	See Chapter 20.10	N/A	Max height equal to the distance

																between the centerline of abutting street and face of the building abutting that street.
P.4	A/O	No minimum	Apartments and Mixed Use Residential Development	6,000	50	90	Multi-family: maximum of 145 units per acre	0	5	N/A	5	10	N/A	N/A	See Section 20.10.363	45
Q	A-3/0	No minimum	Churches	N/A	150	200	N/A	20	10	N/A	5	10	N/A	N/A	N/A	Max height equal to the distance between the centerline of abutting street and face of the building abutting that street; above 60' in height an additional setback of I' is required from all yard lines per 2' of height above 60'.
Q.1	A-3/0	No minimum	Other permitted uses, except as otherwise specified in this title	6,000	50	N/A	Minimum lot area of 750 sf per dwelling unit; unless 3 or more stories, then minimum lot area of 500 sf per dwelling unit; open space requirement of 40% of the lot area of an interior lot and 30% of a corner lot	0	10	N/A	5	10	N/A	See Chapter 20.10	N/A	Max height equal to the distance between the centerline of abutting street and face of the building abutting that street; above 60' in height an additional setback of I' is required from all yard lines per 2' of height above 60'.
Q.2	A-3/O	No minimum	Apartments and Mixed Use Residential Development	6,000	50	90	Multi-family: maximum of 145 units per acre	0	10	N/A	5	10	N/A	N/A	See Section 20.10.363	45
R	A-M	No minimum	Single-family dwelling	4,500	45	90	None	10, except that a 20' driveway must be provided	10	45	5	10	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
R.1	A-M	No minimum	Two-family dwelling (Duplex)	6,000	50	90	None	10, except that a 20' driveway must be provided	10	45	5	10	N/A	Accessory structures, see Section 20.10.030	N/A	35
R.2	A-M	No minimum	Apartments and Residential Mixed Use development	6,000	50	100	Multi-family: maximum of 145 units per acre	20	25	N/A	5	10	N/A	See Development Standards in Section	See Section 20.10.363	45

R.3	A-M	No minimum	Manufactured home park	20.000	100	200	See Development Standards in Section 20.10.340 of this title	20	25	N/A	5	10	N/A	See Development Standards in Section 20.10.340 of this Title	N/A	Maximum height for manufactured homes 16', all other buildings 35'
R.4	A-M	No minimum	Other permitted uses, except as otherwise specified in this title	6,000	60	100	See Chapter 20.10	20	25	N/A	5	10	N/A	See Chapter 20.10	N/A	35
S	COP	No minimum	Other permitted uses, except as otherwise specified in this title	20,000	150	100	Each site shall have a minimum street frontage of 150 feet along a street with adequate capacity to serve the proposed project, except that lots abutting a cul de sac or turning heel shall have a minimum average lot width of 150 feet	20	5	N/A	5	10	N/A	Required front yards shall be landscaped except for necessary walks and drives; this area may be included in meeting landscape requirements of Title 18	N/A	35; may exceed 35 feet when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of 35.
S.1	COP	No minimum	Apartments and Mixed Use Residential development	6,000	50	100	Multi-family: maximum of 145 units per acre	20	5	N/A	5	10	N/A	N/A	N/A	See Section 20.10.363
T	C-1	No minimum	Apartments and Mixed Use Residential development	N/A	N/A	N/A	Multi-family: maximum of 145 units per acre;	0	10	N/A	5	10	N/A	See Development Standards in Section 20.10.380 and 20.10.363of this Title	N/A	45; may exceed 45 feet when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of 45.
T.1	C-1	No minimum	Other permitted uses, except as otherwise specified in this title	N/A	N/A	N/A	See Chapter 20.10	0	10	N/A	10 when abutting a residential or apartment district	10	N/A	See Chapter 20.10	N/A	35; may exceed 35 feet when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of 35.
U	C-2	No minimum	Apartments and Mixed Use Residential development	N/A	N/A	N/A	Multi-family: maximum of 145 units per acre	0	10	N/A	5	10	N/A	See Development Standards in Section 20.10.380 of this Title	N/A	45; may exceed 45 ft when an additional setback of one foot is provided from all adjacent yardlines for each

U.1	C-2	No minimum	Self-storage warehouse	Minimum site of 2 acres, unless abutting & adjacent to a minimum of 4 acres zoned commercial, then the minimum shall be 1 acre	200	200	See Development Standards in Section 20.10.610 of this title	15	20	N/A	10 when abutting a residential or apartment district	10	N/A	See Development Standards in Section 20.10.610 of this Title	N/A	See Development Standards in Section 20.10.610 of this Title
U.2	C-2	No minimum	Other permitted uses, except as otherwise specified in this title	N/A	N/A	N/A	See Chapter 20.10	0	10	N/A	10 when abutting a residential or apartment district	10	N/A	See Chapter 20.10	N/A	35; may exceed 35 ft when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of 35.
V	C-3	No minimum	Apartments and Mixed Use Residential development	N/A	N/A	N/A	Multi-family: maximum of 145 units per acre	0	10	N/A	5	10	N/A	See Development Standards in Section 20.10.380 and 20.10.363of this Title	N/A	45; may exceed 45 ft when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of 45.
V.1	C-3	No minimum	Self-storage warehouse	Minimum site of 2 acres, unless abutting & adjacent to a minimum of 4 acres zoned commercial, then the minimum shall be 1 acre	200	200	See Development Standards in Section 20.10.610 of this title	15	20	N/A	10 when abutting a residential or apartment district	10	N/A	See Development Standards in Section 20.10.610 of this Title	N/A	See Development Standards in Section 20.10.610 of this Title
V.2	C-3	No minimum	Manufactured home park	30,000	N/A	N/A	See Development Standards in Section 20.10.340 of this title	15	10	N/A	10 when abutting a residential or apartment district	10	N/A	See Development Standards in Section 20.10.340 of this Title	N/A	See Development Standards in Section 20.10.340 of this Title
V.3	C-3	No minimum	Other permitted uses, except as otherwise specified in this title	N/A	N/A	N/A	See Chapter 20.10	0	10	N/A	10 when abutting a residential or apartment district	10	N/A	See Chapter 20.10	N/A	35; may exceed 35 ft when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of 35.

	C-4	No minimum	Apartments and Mixed Use Residential development	N/A	N/A	N/A	Multi-family: maximum of 145 units per acre	0	10	N/A	5	10	N/A	See Development Standards in Section 20.10.380 and 20.10.363of this title	N/A	60; may exceed 60' when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of 60.
W.1	C-4	No minimum	Manufactured home parks	30,000	N/A	N/A	See Development Standards in Section 20.10.340 of this title	15	10	N/A	10 when abutting a residential or apartment district	10	N/A	See Development Standards in Section 20.10.340 of this title	N/A	See Development Standards in Section 20.10.340 of this title
W.2	C-4	No minimum	Other permitted uses, except as otherwise specified in this title	N/A	N/A	N/A	See Chapter 20.10	0	10	N/A	10 when abutting a residential or apartment district	10	N/A	See Chapter 20.10; Floor area ratio of 1.5	N/A	60; may exceed 60' when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of 60.
X	C-5	No minimum	Apartments and Mixed Use Residential development	Minimum site area of 4000 sf	50	N/A	Multi-family: maximum of 145 units per acre	0	0	N/A	0	0	N/A	See Development Standards in Section 20.10.380 and 20.10.363 of this title	N/A	N/A
X.1	C-5	No minimum	Other permitted uses, except as otherwise specified in this title	N/A	N/A	N/A	See Chapter 20.10	0	0	N/A	0	0	N/A	See Chapter 20.10	N/A	N/A
Y	Q	5 acres; extensions to the district from a common boundary may be considered in increments of 5 acres or less	Extraction operations	N/A	N/A	N/A	See Development Standards in Section 20.10.500 of this title	100	100	N/A	100	100	N/A	See Development Standards in Section 20.10.500 of this title	N/A	N/A
Y.1	Q	5 acres; extensions to the district from a common boundary may be considered in increments of 5 acres or less	Accessory uses	N/A	N/A	N/A	See Development Standards in Section 20.10.500 of this title	25	25	N/A	25	25	N/A	See Development Standards in Section 20.10.500 of this title	N/A	N/A
Z	M-1/ M-2/ M-3	No minimum	All uses, except as otherwise specified in this title	N/A	N/A	N/A	See Chapter 20.10	15	10	N/A	10 when abutting a residential or apartment district	10	N/A	See Chapter 20.10; Floor area ratio of 1.0	N/A	60; may exceed 60' when an additional setback of one foot is provided

AA	R-F	None	Single-family dwelling	1 acre	125	200	Secondary Manufactured home, see Section 20.10.600	50	50	N/A	20	25	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
AA.1	R-F	None	Nursery, greenhouse, raising or harvesting field (tree or bush crops), poultry, pasturage	5 acres	125	200	See Chapter 20.10 and Title 7	50	50	N/A	20	25	N/A	No structure shall be located closer than fifty (50) feet from any major arterial right-of-way as shown on the City's major thoroughfare plan	N/A	35
AA.2	R-F	None	Small or large animal veterinary hospital or clinic	1 acre	100	150	See Chapter 20.10 and Title 7	50	50	N/A	20	25	N/A	No structure shall be located closer than fifty (50) feet from any major arterial right-of-way as shown on the City's major thoroughfare plan	N/A	35
AA.3	R-F	None	Kennels & animal training establishments	6 acres	125	200	See Chapter 20.10 and Title 7	50	50	N/A	20	25	N/A	No structure shall be located closer than fifty (50) feet from any major arterial right-of-way as shown on the City's major thoroughfare plan	N/A	35
AA.4	R-F	None	Feeder lots	20 acres	125	200	See Chapter 20.10 and Title 7	50	50	N/A	20	25	N/A	No structure shall be located closer than fifty (50) feet from any major arterial right-of-way as shown on the City's major thoroughfare plan	N/A	35
AA.5	R-F	None	Other permitted uses, except as otherwise specified in this title	1 acre	125	200	See Chapter 20.10	50	50	N/A	20	25	N/A	See Chapter 20.10	N/A	35

	PMD	1 acre where common or public open space is dedicated; provided that extensions of 1 acre or less to an existing PMD from a common boundary may be considered	All Uses: maximum density per gross acre is determined on a percent average slope basis of the property (see Section 20.10.370 of this title)	No minimum; except where private open space is proposed, a minimum lot area of one-half (1/2) acre for single & two-family dwellings	None	None	See Section 20.10.370 of this title	10, for single family detached dwellings where common open space is provided; or as otherwise approved on detailed site develop-ment plan	10, for single family detached dwellings where common open space is provided; or as otherwise approved on detailed site develop-ment plan	N/A	5, for single family detached dwellings where common open space is provided; or as otherwise approved on detailed site develop-ment plan	10, for single family detached dwellings where common open space is provided; or as otherwise approved on detailed site develop-ment plan	10' between detached structures, plus 2 additional feet of separation for each story over 2; minimum 10' setback for all structures abutting public or private ROW; except that a 20' driveway is required	See Chapter 20.10	N/A	35; measured from the lowest living area floor level & shall not exceed 35 from the highest elevation of the lot, or as approved by City Council where it can be demonstrated that the additional height will not have a detrimental effect on surrounding land uses
BB.1	PMD	1 acre where common or public open space is dedicated; provided that extensions of 1 acre or less to an existing PMD from a common boundary may be considered	Apartments and Mixed Use Residential development	None	None	None	Multi-family: maximum of 145 units per acre	0	0	N/A	0	0	N/A	N/A	See Chapter 20.10.370 and 20.10.363	45; measured from the lowest living area floor level & shall not exceed 45 from the highest elevation of the lot, or as approved by City Council where it can be demonstrated that the additional height will not have a detrimental effect on surrounding land uses
CC	S-D	None	Single-family detached	4,000	40	100	See Section 20.10.360 of this title; reduced lot sizes may be requested thru approval of a site development plan	10, except that a 20' driveway must be provided	10	N/A	10 feet between structures	10	N/A	See Section 20.10.360 of this title; reduced setbacks may be requested thru approval of a site development plan	See Section 20.10.625	45; except in developments of more than 25 acres or as approved by City Council
CC.1	S-D	None	Other permitted uses, except as otherwise specified in this title	N/A	N/A	N/A	N/A	20	10	N/A	10 feet between structures	10	N/A	See Section 20.10.360 of this title; reduced setbacks may be requested thru approval of a site development plan	N/A	45; except in developments of more than 25 acres or as approved by City Council
CC.2	S-D	None	Apartments and Mixed Use Residential development	N/A	N/A	N/A	Multi-family: maximum of 145 units per acre	20	10	N/A	10 feet between structures	10	N/A	N/A	N/A	45

	U-P	See Development Standards in Section 20.10.360 of this title	Single-family detached & attached, two-family	N/A	N/A	N/A	See Development Standards in Section 20.10.360 of this title	0	0	N/A	0	0	N/A	Accessory structures, see Section 20.10.030	N/A	See Development Standards in Section 20.10.360 of this title
DD.1	U-P	See Development Standards in Section 20.10.360 of this Title	Apartments and Mixed Use Residential development	No minimum	N/A	N/A	Multi-family: maximum of 145 units per acre	0	0	N/A	0	0	N/A	See Development Standards in Section 20.10.360 and 20.10.363 of this title	N/A	45
DD.2	U-P	See Development Standards in Section 20.10.360 of this title	Commercial mixed-use	No minimum	No minimum	N/A	See Development Standards in Section 20.10.360 of this title	0	0	N/A	0	0	N/A	See Chapter 20.10	N/A	See Development Standards in Section 20.10.360 of this title
DD.3	U-P	See Development Standards in Section 20.10.360 of this title	Church	No minimum	No minimum	No minimum	See Development Standards in Section 20.10.360 of this title	0	0	N/A	0	0	N/A	N/A	N/A	See Development Standards in Section 20.10.360 of this title
DD.4	U-P	See Development Standards in Section 20.10.360 of this title	Performing arts center	No minimum	No minimum	No minimum	See Development Standards in Section 20.10.360 of this title	0	0	N/A	0	0	N/A	N/A	N/A	90
DD.5	U-P	See Development Standards in Section 20.10.360 of this title	Sports area (multi-purpose)	No minimum	No minimum	No minimum	See Development Standards in Section 20.10.360 of this title	0	0	N/A	0	0	N/A	N/A	N/A	90
EE	P-R I	1 acre; extensions to the original district from a common boundary may be considered in increments of 1 acre or less.	Single-family detached	4,000	40	100	Maximum of 7 units per acre; lot size may be reduced by site development plan; see Development Standards in Section 20.10.360	10, except that a 20' driveway must be provided	10	N/A	10 between structures	10	N/A	See Section 20.10.360 of this title; setbacks may be reduced if approved on site development plan	See Section 20.10.625	35; except as approved by City Council
EE1	P-R I	1 acre; extensions to the original district from a common boundary may be considered in increments of 1 acre or less.	Other permitted uses, except as otherwise specified in this title	As approved on site develop-ment plan	As approved on site develop-ment plan	As approved on site develop-ment plan	N/A	As approved on site develop-ment plan	As approved on site develop-ment plan	N/A	10 between structures	As approved on site develop-ment plan	N/A	See Section 20.10.360 of this title; setbacks determined by site development plan	N/A	35; except as approved by City Council

	P-R I	1 acre; extensions to the original district from a common boundary may be considered in increments of 1 acre or less.	Apartments and Mixed Use Residential development	4,000	40	100	Multi-family: maximum of 145 units per acre	10	10	N/A	10 between structures	10	N/A	See Section 20.10.360 and 20.10.363	N/A	45; except as approved by City Council
FF	P-R II	1 acre; extensions to the original district from a common boundary may be considered in increments of 1 acre or less.	Single-family detached	4,000	40	100	Maximum of 14 units per acre; lot size maybe reduced by site development plan; see Development Standards in Section 20.10.360	10, except that a 20' driveway must be provided	20	N/A	10 between structures	10	N/A	See Section 20.10.360 of this title; setbacks may be reduced if approved on site development plan	See Section 20.10.625	35; except as approved by City Council
FF.1	P-R II	1 acre; extensions to the original district from a common boundary may be considered in increments of 1 acre or less.	Other permitted uses, except as otherwise specified in this title	As approved on site development plan	As approved on site develop-ment plan	As approved on site develop-ment plan	N/A	As approved on site develop-ment plan	As approved on site develop-ment plan	N/A	10 between structures	As approved on site develop-ment plan	N/A	See Section 20.10.360 of this title; setbacks determined by site development plan	N/A	35; except as approved by City Council
FF.2	P-R II	1 acre; extensions to the original district from a common boundary may be considered in increments of 1 acre or less.	Apartments and Mixed Use Residential development	4,000	40	100	Multi-family: maximum of 145 units per acre	10	10	N/A	10 between structures	10	N/A	See Section 20.10.360 and 20.10.363	N/A	45; except as approved by City Council
GG	P-C	No minimum	Neighborhood shopping center	As approved on site development plan	As approved on site develop-ment plan	As approved on site develop-ment plan	See Development Standards in Section 20.10.360 of this title	10	10	N/A	10	10	N/A	Principal access shall be from collector or arterial streets. No access from a residential street.	N/A	25
GG.1	P-C	No minimum	Community shopping center	As approved on site development plan	As approved on site develop-ment plan	As approved on site develop-ment plan	See Develop-ment Standards in Section 20.10.360 of this title	10	10	N/A	10	10	N/A	Principal access shall be from collector or arterial streets. No access from a residential street.	N/A	45
GG.2	P-C	No minimum	Regional shopping center	As approved on site development plan	As approved on site develop-ment plan	As approved on site development plan	See Develop-ment Standards in Section 20.10.360 of this title	10	10	N/A	10	10	N/A	Principal access shall be from collector or arterial streets. No access from a residential street.	N/A	100' or 8 stories, provided any building over 45' is located at least 300' from any residential or apartment district where the height limit is less than 100'

	P-C	No minimum	Other permitted uses, except as otherwise specified in this title	As approved on site development plan	As approved on site develop-ment plan	As approved on site develop-ment plan	See Develop-ment Standards in Section 20.10.360 of this title	10	10	N/A	10	10	N/A	See Chapter 20.10	N/A	Per approved site development plan
GG.4	P-C	No minimum	Apartments and Mixed Use Residential development	N/A	N/A	N/A	Multi-family: maximum of 145 units per acre	10	10	N/A	10	10	N/A	See Development Standards in Section 20.10.360 and 20.10.363 of this title	N/A	45; except as approved by City Council
HH	P-I	No minimum	All Uses, except as otherwise specified in this title	12,000	80	150	Floor area ratio not to exceed 50%; see Chapter 20.10	15	10, except that all structures shall be a minimum of 25 ft. from an abutting residential or apartment district	N/A	0, except that all structures shall be a minimum of 25 ft. from an abutting residential or apartment district	10	N/A	Where a P-I tract abuts railroad property containing a spur track on the rear or side property line, structures may extend to the property line for the purpose of receiving railroad service.	N/A	No building shall exceed 40', not including machinery rooms, spires, antennas, etc.
II	SRR	1,000 sf	Single-family attached & detached	1,000	N/A	N/A	See Development Standards in Section 20.10.360 of this title	0' when abutting more than 50 ft. street ROW; 20' when abutting 50 ft. or less street ROW	0' when abutting a dedicated alley; 20' when not abutting an alley	N/A	5	5	N/A	Reduction in side yard setbacks may be considered with site plan approval	N/A	35 feet; additional height may be granted by special permit
II.1	SRR	2,400	Two-family	2,400	N/A	N/A	See Development Standards in Section 20.10.360 of this title	0' when abutting more than 50 ft. street ROW; 20' when abutting 50 ft. or less street ROW	0' when abutting a dedicated alley; 20' when not abutting an alley	N/A	5	5	N/A	Reduction in side yard setbacks may be considered with site plan approval	N/A	35 feet; additional height may be granted by special permit
II.2	SRR	3,000	Apartments and Mixed Use Residential development	3000	N/A	N/A	Multi-family: maximum of 145 units per acre	0' when abutting more than 50 ft. street ROW; 20' when abutting 50 ft. or less street ROW	0' when abutting a dedicated alley; 20' when not abutting an alley	N/A	5	5	N/A	Reduction in side yard setbacks may be considered with site plan approval	N/A	45 feet; additional height may be granted by special permit
II.3	SRR	1,000 sf	Other permitted uses, except as otherwise specified in this title	No minimum	No minimum	No minimum	See Development Standards in Section 20.10.360 of this title	0	0	N/A	0	0	N/A	See Chapter 20.10	N/A	35 feet: additional height may be granted by special permit

	R-MU	1 acre; except that City Council may approve a reduction in the minimum district area for a mixed-use development.	Determined by master zoning plan	N/A	N/A	N/A	See Development Standards in Section 20.10.360 of this title	No minimum; determined by master zoning plan	No minimum; deter-mined by master zoning plan	N/A	No minimum; deter-mined by master zoning plan	No minimum; deter-mined by master zoning plan	N/A	See Chapter 20.10	N/A	No maximum; deter-mined by master zoning plan
JJ.1	R-MU	1 acre; except that City Council may approve a reduction in the minimum district area for a mixed-use development.	Apartments and Mixed Use Residential development	No Minimum	No Minimum	No Minimum	Multi-family: maximum of 145 units per acre	No minimum	No minimum	N/A	No minimum	No minimum	N/A	See Development Standards in Section 20.10.360 and 20.10.363 of this title	N/A	No maximum
KK	G-MU	3 acres; except that City Council may approve a reduction in the minimum district area for a mixed-use development.	Determined by master zoning plan	N/A	N/A	N/A	See Development Standards in Section 20.10.360 of this title	No minimum; deter-mined by master zoning plan	No minimum; deter-mined by master zoning plan	N/A	No minimum; deter-mined by master zoning plan	No minimum; deter-mined by master zoning plan	N/A	See Chapter 20.10	N/A	No maximum; deter-mined by master zoning plan
KK.1	G-MU	3 acres; except that City Council may approve a reduction in the minimum district area for a mixed-use development.	Apartments and Mixed Use Residential development	No Minimum	No Minimum	No Minimum	Multi-family: maximum of 145 units per acre	No Minimum	No Minimum	N/A	No Minimum	No Minimum	N/A	See Development Standards in Section 20.10.360 and 20.10.363 of this title	N/A	No Maximum
LL	I-MU	3 acres; except that City Council may approve a reduction in the minimum district area for a mixed-use development.	Determined by master zoning plan	N/A	N/A	N/A	See Development Standards in Section 20.10.360 of this title	No minimum; determined by master zoning plan	No minimum; determined by master zoning plan	N/A	No minimum; deter-mined by master zoning plan	No minimum; deter-mined by master zoning plan	N/A	See Chapter 20.10	N/A	No maximum; deter-mined by master zoning plan
MM	NOS	1 acre; extensions to the original district from a common boundary may be considered in increments of 1 acre or less.	See permitted uses in Section 20.10.385	43,560	N/A	N/A	See Development Standards in Section 20.10.385	10	10	N/A	10	10	N/A	See development standards in Section 20.10.385	N/A	35

Chapter 20.02 – Definition – Redlines

20.02.074 – Apartment/Multifamily residential building (~~five three or more units~~).

"Apartment/Multifamily residential building (~~five three or more units~~)" means a building or part of a building containing ~~five~~ three or more attached or detached dwelling units. The term includes the use or development of a condominium. A "condominium" means a single dwelling unit in a multi-unit dwelling or structure, which is separately owned and which may be combined with an undivided interest in the common areas and facilities of the property.

20.02.252 - Condominium.

See "Apartment/Multifamily residential building" or "Mixed-use residential." ~~"Condominium" means a single dwelling unit in a multi-unit dwelling or structure, which is separately owned and which may be combined with an undivided interest in the common areas and facilities of the property.~~

20.02.573 - Mixed-use residential

"Mixed-use residential" when used to describe land use or development, means the use or development, as applicable, of a site consisting of residential and nonresidential uses in which the residential uses are at least 65 percent of the total square footage of the development and meets the criteria found in El Paso City Code section 20.10.363. The term includes the use or development of a condominium. A "condominium" means a single dwelling unit in a multi-unit dwelling or structure, which is separately owned and which may be combined with an undivided interest in the common areas and facilities of the property. Developments not meeting the criteria listed above shall not be considered mixed-use residential and shall be required to meet the requirements of the base zoning or use requirements.

20.02.760 - Quadraplex.

See "Apartment/Multifamily residential building." ~~"Quadraplex" means a building designed or occupied as four dwelling units.~~

20.02.988 Single-family attached dwelling (atrium, patio, townhouse~~, condominium~~).

See "Atrium house, patio house, townhouse~~, condominium~~."

20.02.1003 – Small Lot

"Small lot" means a residential lot that is 4,000 square feet or less and meets the criteria found in El Paso City Code section 20.10.625.

20.02.1120 - Triplex.

See “Apartment/Multifamily residential building.”~~"Triplex (three-family dwelling)" means a building designed or occupied as three dwelling units.~~

Chapter 20.04 - ADMINISTRATIVE PROVISIONS

Article III. - Detailed Site Development Plan Approval Process

20.04.140 When required.

Except as stated herein, a detailed site development plan is required prior to development in a special purpose district or with a special permit application and may be required if a zoning condition exists on a particular piece of property. Detailed site development plans are not required for apartment or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363 or for any projects for development in the Mixed Use District (RMU, GMU and IMU) or for any other projects other than those located in special purpose districts or as otherwise required herein.

20.04.150 Procedure.

A. An application for detailed site development plan shall be prepared in accordance with the specifications outlined in Section 20.04.160, except where the development is for apartments, or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, a detailed site development plan shall not be required.

C. Administrative approval. Detailed site development plans meeting the following conditions shall be reviewed and approved by the zoning administrator:

~~6. Any site within the "U-P" Union Plaza District.~~

20.04.170 Modification of detailed site development plan.

Where the development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, approval of minor modifications shall not be required.

Article IV. - Master Zoning Plan Approval Process

20.04.200 Master zoning plan.

B. Amendments to an Approved Master Zoning Plan. An applicant may request amendments to an approved MZP. These amendments shall be delineated as minor or major amendments according to the criteria set forth herein. Where the development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, a master zoning plan shall not be required.

Chapter 20.10 – Supplemental Regulations - Redlines

20.10.320 - Live-work flex units.

Where permitted in a zoning district, live-work flex units encourage design solutions for compatible mixed uses and are subject to the following restrictions and provisions. Where the live-work development meets the criteria of El Paso City Code section 20.10.363, the standards found in that section shall supersede.

20.10.360 Mixed-use development.

Where section 20.10.363 – Mixed use Residential applies, it supersedes any requirements under 20.10.360 that may be in conflict.

A. Special Development (S-D).

5. Height Regulations. No building shall exceed ~~three stories or~~ forty-five feet in height, except as follows:

6. Review Standards for Establishment of S-D District.

b. Where the development is for single-family detached dwellings that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) a detailed site development plan shall not be required. Where the development is for apartments, or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, a detailed site development plan shall not be required.

c. Where the development is for single-family detached dwellings, apartments, or mixed-use residential development, but does not meet the requirements set forth in Chapter 20.12 (Density and Dimensional Standards); or where the development proposes permitted uses other than single-family detached dwellings, a detailed site development plan shall be submitted in accordance with Chapter 20.04. Additional reasonable conditions may be recommended by the city plan commission and approved by the city council in order to protect the public health, safety and welfare

B. Union Plaza (U-P).

1. Applicability. The provisions of this section will apply to all parcels of land within the "U-P" Union Plaza District. Where the development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, a detailed site development plan shall not be required.

2. Development Standards.

~~a. For mixed-use developments over 1 story in height, where residential and other uses are combined in a single building, residential uses may not occupy the ground floor, except where they comply with the design standards in the "2023 Union Plaza Architectural and Design Guidelines." In other multifamily dwelling buildings, not including commercial uses, residential uses may occupy the ground floor.~~

~~b~~a. Off-Street Parking. Off-street parking requirements of Chapter 20.14 shall not apply to properties in the district. Additionally, surface parking lots shall be prohibited in the district.

~~e~~b. Drive-thru facilities are prohibited in the district.

~~d~~c. In the district, height limits of buildings or structures within a seven-hundred-foot radius of any part of the facade of the Union Depot shall not exceed forty feet, except where the development is for apartments or mixed-use residential development that meet all requirements set forth in Section 20.10.363, the height shall not exceed forty-five feet.

4. Architectural and Design Guidelines. The purpose of these guidelines is to protect the district from unsightly construction that would ultimately diminish the appeal of the district. All applications for redevelopment of existing buildings or structures or new construction must comply with the Union Plaza Architectural and Design Guidelines. Copies of the Union Plaza Architectural and Design Guidelines are on file in the planning and inspections department. Where conflict exists between this section and the adopted design guidelines, section 20.10.360.B shall supersede.

5. Application Requirements. In addition to those items required for the application for a building permit, a detailed site development plan is required prior to development within the district. The process for application and approval shall be in accordance with Title 20, Article III - Detailed Site Development Plan Approval Process. The requirement for a detailed site development plan shall only apply to new construction or additions to existing structures. Where the development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, a detailed site development plan shall not be required.

C. Planned Residential (PR-1 and PR-2).

4. Review Standards for Establishment of P-R District.

b. Where the development is for single-family detached dwellings that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) a detailed site development plan shall not be required. Where the development is for apartments, or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, a detailed site development plan shall not be required.

D. Planned Commercial (P-C).

2. General Procedures—Plans Required.

a. Establishment of a P-C planned commercial district shall follow the procedures for changes and amendments of Chapter 20.04, including notice and hearings, recommendations by the city plan commission and action by the city council. A detailed site development plan complying with the requirements of Chapter 20.04 shall be required, except where the development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, a detailed site development plan shall not be required.

G. Residential, General and Industrial Mixed Use Districts (RMU, GMU and IMU). Uses permitted in a mixed-use development are as approved by city council through a master zoning plan. In an RMU zoning district where the development is entirely for apartments or entirely for mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, these uses shall be permitted without approval of a master zoning plan. A mixed-use development may be authorized to encourage use schemes such as but not limited to, residential, entertainment, medical, and employment centers. The following principles and requirements shall apply to a mixed-use development and shall serve as the basis for approval of a master zoning plan.

20.10.363 Mixed Use Residential or Apartment Development

A. Mixed-use residential development. Developments not meeting the criteria listed below shall not be considered mixed-use residential and shall be required to meet the requirements of the base zoning or use requirements.

1. New mixed use residential development
   a) This section applies only to a mixed-use residential development project initiated on or after September 1, 2025
   b) The standards in this section supersede the base zoning districts standards
   c) To meet the requirements of a mixed-use residential development, the parcel to be developed shall meet all of the following requirements:
      i. Shall consist of residential and nonresidential uses; and
      ii. Minimum of 65 percent of the total square footage of the development shall be utilized for residential uses.
2. Conversion of existing buildings to mixed use residential development
   a) This section applies only to a building proposed to be converted to mixed-use residential use in which a building permit was submitted on or after September 1, 2025.
   b) Conversion of an existing building to mixed use residential development shall meet the following requirements:
      i. Is a building that is being used for office, retail, or warehouse uses

ii. Minimum of 65 percent of the total square footage of the development shall be utilized for residential uses and a minimum of 65 percent of each floor area shall be used for residential uses; and

iii. The proposed building to be converted shall be 5 years old or more.

c) The following shall not be required for the conversion of an existing building to mixed use residential development:

i. Traffic impact analysis;

ii. Construction of improvements or payment of a fee in connection with mitigating traffic effects; or

iii. Extension, upgrade, replacement, or oversizing of a utility facility except as necessary to provide the minimum capacity needed to serve the proposed converted building.

B. Apartment development

1. This section applies only to an apartment development project initiated on or after September 1, 2025
2. The standards in this section supersede the base zoning districts standards
3. Conversion of existing buildings to apartment development

a) This section applies only to a building proposed to be converted to apartment use in which a building permit was submitted on or after September 1, 2025.

b) Conversion of an existing building to apartment development shall meet the following requirements:

i. Is a building that is being used for office, retail, or warehouse uses; and

ii. The proposed building to be converted shall be 5 years old or more.

c) The following shall not be required for the conversion of an existing building to apartment development:

i. Traffic impact analysis;

ii. Construction of improvements or payment of a fee in connection with mitigating traffic effects; or

iii. Extension, upgrade, replacement, or oversizing of a utility facility except as necessary to provide the minimum capacity needed to serve the proposed converted building.

20.10.625 Small Lot Development

A. The standards in this section supersede the base zoning districts standards

B. To meet the requirements of a small lot development, the parcel to be platted shall meet all the following requirements:

1. Shall be 5 acres or more:
2. Have no previously recorded plat: and

3. Lots shall not exceed 4000 square feet.

C. When all the provisions of 20.10.625.B are met, the following shall apply:
1. Lot Size:
a) Minimum Lot area: 2250 square feet
b) Minimum average lot width: 30 feet
c) Minimum lot depth: 75 feet
2. Minimum Setbacks
a) Front setback: 15 feet
b) Rear setback: 10 feet
c) Side setback: 5 feet
d) Cumulative setbacks: N/A

D. Parking minimum: 1 per residential unit

E. For subdivisions located in on-site ponding areas a minimum of 30% permeable area shall be provided.

F. Small lot developments shall not be located:

1. within 3,000 feet of an airport or military base; or

2. 15,000 feet of the boundary of a military base if the area is designated by a municipality or joint airport zoning board, as applicable, as a military airport overlay zone with a clear zone and accident potential zone designation, as described by the military base 's air installation compatible use zone report.

20.10.370 Mountain development.

D. Density Permitted. Where the development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Section 20.10.363, density shall be as stated in Appendix B. Where the development is for single-family detached small lot development that meet all minimum requirements set forth in Section 20.10.625, density shall be as stated in Appendix B. For other permitted uses, ~~T~~the maximum dwelling units per gross acre shall be calculated based on the percentage average slope of the property as follows:

G. Property Development Standards. The following property development standards shall apply to all land, buildings and structures within a mountain development district:

2. Site Plan. A detailed site development plan complying with all of the requirements of Chapter 20.04 (Administrative Review Procedures) shall be required for all property within a mountain development district, except where a development is for single-family detached dwellings meeting the minimum yard requirements of Chapter 20.12 (Density and Dimensional Regulations) and where common or public open space is

provided to satisfy the open space requirements of this section. If a development is to be undertaken in a series of phases, a development schedule indicating the proposed phasing shall accompany the required detailed site plan. Where the development is for apartments, or mixed-use residential development that meet all minimum requirements set forth in Chapter 20.12 (Density and Dimensional Standards) and Section 20.10.363, a detailed site development plan shall not be required;

Appendix A - TABLE OF PERMISSIBLE USES – REDLINES

w	Use	Residential															Commercial						Manufacturing				Special Purpose													Supplemental Standards	Accessory Uses Permitted to Specific Use
		R-1	R-2	R-2A	R-3	R-3A	R-4	R-5	RMH	A-1	A-2	A-3	A-4	A-O	A-3/O	A-M	C-OP	C-1	C-2	C-3	C-4	C-5	Q	M-1	M-2	M-3	R-F	PMD***	S-D**	U-P**	P-RI**	P-RII**	P-C**	P-I**	SRR**	R-MU**	G-MU**	I-MU**	NOS	URD		
13.00 Residential																																									
13.02	Apartment/Multifamily Residential ~~(5 or more units)~~	X	X	X	X	X	X	X	X	P	P	P	P	P	P	P	~~X~~P	P	P	P	P	P	X	X	X	X	X	~~D~~P	~~D~~P	~~D~~P	~~D~~P	~~D~~P	~~X~~P	X	~~D~~P	~~Z~~P	Z	X		X	§ 20.10.010; § 20.10.020; § 20.10.~~3~~60; § 20.10.363	Administrative office, laundry room, sauna and exercise room, or vending machine per Section 20.10.050.
13.215	Mixed-use Residential	X	X	X	X	X	X	X	X	P	P	P	P	P	P	P	P	P	P	P	P	P	X	X	X	X	X	P	P	P	P	P	P	X	P	~~Z~~P	Z	X		X	§ 20.10.010; § 20.10.020; § 20.10.360; § 20.10.363	Administrative office, laundry room, sauna and exercise room, or vending machine per Section 20.10.050.
~~13.25~~	~~Quadraplex~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~X~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~D~~	~~D~~	~~P~~	~~D~~	~~D~~	~~X~~	~~X~~	~~D~~	~~Z~~	~~Z~~	~~X~~	-	~~X~~	~~§ 20.10.010; § 20.10.020~~	-
13.30	Single-family attached dwelling (atrium, patio, townhouse~~, condominium~~)	X	X	X	X	X	P	P	X	P	P	P	P	P	P	P	X	P	P	P	P	P	X	X	X	X	X	D	D	D	D	D	X	X	D	Z	Z	X		X	§ 20.10.010; § 20.10.020; § 20.10.050	Administrative office, laundry room, sauna and exercise room, or vending machine per Section 20.10.050.
13.31	Single-family detached dwelling	P	P	P	P	P	P	P	X	P	P	P	P	P	P	P	X	X	X	X	X	X	X	X	X	X	P	D	D	X	D	D	X	X	D	Z	X	X		X	§ 20.10.010; § 20.10.020	
13.315	Single-family detached dwelling small lot development	P	P	P	P	P	P	P	X	P	P	P	P	P	P	P	X	X	X	X	X	X	X	X	X	X	P	D	P	X	P	P	X	X	P	Z	X	X	-	X	§ 20.10.010; § 20.10.020; § 20.10.625	-
~~13.33~~	~~Triplex~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~X~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~D~~	~~D~~	~~P~~	~~D~~	~~D~~	~~X~~	~~X~~	~~D~~	~~Z~~	~~Z~~	~~X~~	-	~~X~~	~~§ 20.10.010; § 20.10.020~~	

Appendix B TABLE OF DENSITY AND DIMENSIONAL STANDARDS

A		SUBPART A	SUBPART B					SUBPART C								SUBPART D
B			Lot & Dwelling Size					Building Setbacks (in feet)								
C	Zoning District	Minimum District Area	Permitted Use (as established in Chapter 20.08)	Minimum Lot Area (square feet)	Minimum Average Lot Width (in feet)	Minimum Lot Depth (in feet)	Other Standards	Minimum Front Yard (in feet)	Minimum Rear Yard (in feet)	Minimum Cumulative Front & Rear Yard Total	Minimum Side Yard (in feet)	Minimum Side Street Yard (in feet)	Minimum Cumulative Side & Side Street Yard Total	Other Standards	Small Lot Development Standards	Maximum Height Limitation (in feet)
D	R-1	No minimum	Single-family dwelling	20,000	125	150	None	30	30	100	15	20	40	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
D.1	R-1	No minimum	Other permitted uses, except as otherwise specified in this title	20,000	100	150	See Chapter 20.10	30	30	100	15	20	40	See Chapter 20.10	N/A	35
E	R-2	No minimum	Single-family dwelling	10,000	80	110	None	25	25	60	8	10	20	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
E-1	R-2	No minimum	Other permitted uses, except as otherwise specified in this title	20,000	100	150	See Chapter 20.10	25	25	60	8	10	20	See Chapter 20.10	N/A	35
F	R-2A	No minimum	Single-family dwelling	8,000	70	100	None	25	25	60	8	10	16	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
F.1	R-2A	No minimum	Other permitted uses, except as otherwise specified in this title	20,000	100	150	See Chapter 20.10	25	25	60	8	10	16	See Chapter 20.10	N/A	35
G	R-3	No minimum	Single-family dwelling	6,000	60	90	None	20	20	50	5	10	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
G.1	R-3	No minimum	Other permitted uses, except as otherwise specified in this title	20,000	100	150	See Chapter 20.10	20	20	50	5	10	N/A	See Chapter 20.10	N/A	35
H	R-3A	No minimum	Single-family dwelling	5,000	50	90	None	15, except that a 20' driveway must be provided	15	45	5	10	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
H.1	R-3A	No minimum	Other permitted uses, except as otherwise specified in this title	20,000	100	150	See Chapter 20.10	15, except that a 20' driveway must be provided	15	45	5	10	N/A	See Chapter 20.10	N/A	35
I	R-4	No minimum	Single-family dwelling	6,000	50	90	None	10, except that a 20' driveway	10	45	5	10	N/A	Accessory structures, see	See Section 20.10.625	35

								must be provided						Section 20.10.030		
I.1	R-4	No minimum	Two-family dwelling (Duplex)	7,000	70	90	None	10, except that a 20' driveway must be provided	10	45	5	10	N/A	Accessory structures, see Section 20.10.030	N/A	35
I.2	R-4	No minimum	Other permitted uses, except as otherwise specified in this title	No minimum	No minimum	No minimum	See Chapter 20.10	10, except that a 20' driveway must be provided	10	45	5	10	N/A	See Chapter 20.10	N/A	35; except that buildings may increase the height about thirty-five (35) feet if an additional setback of two (2) feet for each one (1) foot of height in excess of thirty-five (35) feet is provided
J	R-5	No minimum	Single-family dwelling	4,500	45	90	None	10, except that a 20' driveway must be provided	10	45	5	10	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
J.1	R-5	No minimum	Two-family dwelling (Duplex)	6,000	50	90	None	10, except that a 20' driveway must be provided	10	45	5	10	N/A	Accessory structures, see Section 20.10.030	N/A	35
J.2	R-5	No minimum	Other permitted uses, except as otherwise specified in this title	No minimum	No minimum	No minimum	See Chapter 20.10	10, except that a 20' driveway must be provided	10	45	5	10	N/A	See Chapter 20.10	N/A	35; except that buildings may increase the height about thirty-five (35) feet if an additional setback of two (2) feet for each one (1) foot of height in excess of thirty-five (35) feet is provided
K	RMH	4 acres; provided that extensions to an RMH District may be considered in increments of 4 acres or less	Manufactured homes	4,000	40	90	See Develop-ment Standards in Section 20.10.540 of this title	20	5	N/A	5	10	N/A	See Develop-ment Standards in Section 20.10.540 of this Title	N/A	16
K.1	RMH	4 acres; provided that extensions to an RMH District may be considered in increments of 4 acres or less	Other permitted uses, except as otherwise specified in this title	4,000	40	90	See Chapter 20.10	20	5	N/A	5	10	N/A	See Chapter 20.10	N/A	35

L	A-1	No minimum	Single-family dwelling	4,000	40	90	None	10, except that a 20' driveway must be provided	15	45	5	10	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
L.1	A-1	No minimum	Two-family dwelling (Duplex))	6,000	50	90	None	10, except that a 20' driveway must be provided	15	45	5	10	N/A	Accessory structures, see Section 20.10.030	N/A	35
L.2	A-1	No minimum	Single-family attached dwellings (Atrium, Patio, and Townhomes) & ~~apartments~~	24,000	60	100	Minimum lot area of 2,400 sf per unit; open space minimum of 50% for interior lots and 40% for corner lots	20	25	N/A	5	10	N/A	20% of required front yard shall be landscaped; this area may be included in meeting landscape requirements of Title 18	N/A	35
L.3	A-1	No minimum	Other permitted uses, except as otherwise specified in this title	4,500	45	90	See Chapter 20.10	20	25	N/A	5	10	N/A	See Chapter 20.10	N/A	35
L.4	A-1	No Minimum	Apartments and Mixed Use Residential Development	24,000	60	100	Multi-family: maximum of 145 units per acre; open space minimum of 50% for interior lots and 40% for corner lots	20	25	N/A	5	10	N/A	20% of required front yard shall be landscaped; this area may be included in meeting landscape requirements of Title 18	See Section 20.10.363	45
M	A-2	No minimum	Single-family dwelling	3,500	35	90	None	10, except that a 20' driveway must be provided	15	45	5	10	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
M.1	A-2	No minimum	Two-family dwelling (Duplex)	5,000	50	90	None	10, except that a 20' driveway must be provided	15	45	5	10	N/A	Accessory structures, see Section 20.10.030	N/A	35
M.2	A-2	No minimum	Single-family attached dwellings (Atrium, Patio, and Townhomes) & ~~apartments~~	6,000	50	100	Minimum lot area of 1,750 sf per unit; open space minimum of 50% for interior lots and 40% for corner lots	0	25	N/A	5	10	N/A	N/A	N/A	35
M.3	A-2	No minimum	Other permitted uses, except as otherwise specified in this title	4,500	45	90	See Chapter 20.10	20	25	N/A	5	10	N/A	See Chapter 20.10	N/A	35
M.4	A-2	No minimum	Apartments and Mixed Use Residential Development	6,000	50	100	Multi-family: maximum of 145 units per acre; open space	0	25	N/A	5	10	N/A	N/A	See Section 20.10.363	45

							minimum of 50% for interior lots and 40% for corner lots									
N	A-3	No minimum	Single-family dwelling	2,400	40	60	None	10, except that a 20' driveway must be provided	10	40	4	5	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
N.1	A-3	No minimum	Two-family dwelling (Duplex)	4,000	50	80	None	10, except that a 20' driveway must be provided	10	40	4	5	N/A	Accessory structures, see Section 20.10.030	N/A	35
N.2	A-3	No minimum	Single-family attached dwellings (Atrium, Patio, ~~Condominium~~ and Townhomes) ~~& apartments~~	4,000	50	80	Minimum lot area of 750 sf per unit; except for buildings 3 stories or more in height, minimum lot area of 500 sf per unit is required; minimum open space of 40% of interior lots and 30% of corner lots	0	20	N/A	4	5	N/A	N/A	N/A	35; buildings may exceed thirty-five (35) feet if an additional setback of two (2) feet for each one (1) foot of height in excess of thirty-five (35) feet is provided
N.3	A-3	No minimum	Other permitted uses, except as otherwise specified in this title	2,400	40	60	See Chapter 20.10	20	25	N/A	15	20	N/A	See Chapter 20.10	N/A	35; buildings may exceed thirty-five (35) feet if an additional setback of two (2) feet for each one (1) foot of height in excess of thirty-five (35) feet is provided
N.4	A-3	No minimum	Apartments and Mixed Use Residential Development	4,000	50	80	Multi-family: maximum of 145 units per acre; minimum open space of 40% of interior lots and 30% of corner lots	0	20	N/A	4	5	N/A	N/A	See Section 20.10.363	45
O	A-4	No minimum	Single-family dwelling	2,400	40	60	None	10, except that a 20' driveway must be provided	10	40	4	5	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
O.1	A-4	No minimum	Two-family dwelling (Duplex)	4,000	50	80	None	10, except that a 20' driveway must be provided	10	40	4	5	N/A	Accessory structures, see Section 20.10.030	N/A	35
O.2	A-4	No minimum	Single-family attached dwellings (Atrium, Patio, ~~Condominium~~ and	20,000	100	100	Multi-family: maximum of 145 units per acre;~~Multi-family: minimum floor~~	0	20	N/A	4	10	N/A	Perimeter designed to ensure compatibility with adjacent	N/A	Per approved site development plan

			Townhomes) & ~~apartments~~				~~area of 300 sf per dwelling unit~~							development thru the use of setbacks, screening walls or landscaping; minimum setback of 10 feet between any structure and adjoining ROW		
O.3	A-4	No minimum	Other permitted uses, except as otherwise specified in this title	20,000	100	100	See Chapter 20.10; mixed-use developments shall be designed in a manner that separates the residential and non-residential uses	20	25	N/A	5	10	N/A	Perimeter designed to ensure compatibility with adjacent development thru the use of setbacks, screening walls or landscaping; minimum setback of 10 feet between any structure and adjoining ROW	N/A	Per approved site development plan
O.4	A-4	No minimum	Apartments and Mixed Use Residential Development	4,000	50	80	Multi-family: maximum of 145 units per acre; open space minimum of 50% for interior lots and 40% for corner lots	0	20	N/A	4	10	N/A		See Section 20.10.363	45
P	A-0	No minimum	Single-family dwelling	4,000	40	90	None	10, except that a 20' driveway must be provided	10	45	5	10	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	Max height equal to the distance between the centerline of abutting street and face of the building abutting that street.
P.1	A-0	No minimum	Two-family dwelling (Duplex)	6,000	50	90	None	10, except that a 20' driveway must be provided	10	45	5	10	N/A	Accessory structures, see Section 20.10.030	N/A	Max height equal to the distance between the centerline of abutting street and face of the building abutting that street.
P.2	A-0	No minimum	Single-family attached dwellings (Atrium, Patio, ~~Condominium~~ and	6,000	50	100	Minimum lot area of 750 sf per dwelling unit; lot	0	25	N/A	5	10	N/A	N/A	N/A	~~Max height equal to the distance between the centerline of~~

			Townhomes) ~~&~~ ~~apartments~~				coverage not to exceed 50%									~~abutting street and face of the building abutting that street.~~ 45
P.3	A-0	No minimum	Other permitted uses, except as otherwise specified in this title	6,000	50	90	See Chapter 20.10	0	5	N/A	5	10	N/A	See Chapter 20.10	N/A	Max height equal to the distance between the centerline of abutting street and face of the building abutting that street.
P.4	A/O	No minimum	Apartments and Mixed Use Residential Development	6,000	50	90	Multi-family: maximum of 145 units per acre	0	5	N/A	5	10	N/A	N/A	See Section 20.10.363	45
Q	A-3/0	No minimum	Churches	N/A	150	200	N/A	20	10	N/A	5	10	N/A	N/A	N/A	Max height equal to the distance between the centerline of abutting street and face of the building abutting that street; above 60' in height an additional setback of I' is required from all yard lines per 2' of height above 60'.
Q.1	A-3/0	No minimum	Other permitted uses, except as otherwise specified in this title	6,000	50	N/A	Minimum lot area of 750 sf per dwelling unit; unless 3 or more stories, then minimum lot area of 500 sf per dwelling unit; open space requirement of 40% of the lot area of an interior lot and 30% of a corner lot	0	10	N/A	5	10	N/A	See Chapter 20.10	N/A	Max height equal to the distance between the centerline of abutting street and face of the building abutting that street; above 60' in height an additional setback of I' is required from all yard lines per 2' of height above 60'.
Q.2	A-3/O	No minimum	Apartments and Mixed Use Residential Development	6,000	50	90	Multi-family: maximum of 145 units per acre	0	10	N/A	5	10	N/A	N/A	See Section 20.10.363	45
R	A-M	No minimum	Single-family dwelling	4,500	45	90	None	10, except that a 20' driveway must be provided	10	45	5	10	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35

R.1	A-M	No minimum	Two-family dwelling (Duplex)	6,000	50	90	None	10, except that a 20' driveway must be provided	10	45	5	10	N/A	Accessory structures, see Section 20.10.030	N/A	35
R.2	A-M	No minimum	Apartments and Residential Mixed Use development	6,000	50	100	Multi-family: maximum of 145 units per acre~~Minimum lot area of 1,750 sf per unit; open space minimum of 50% for interior lots and 40% for corner lots~~	20	25	N/A	5	10	N/A	See Development Standards in Section 20.10.380 of this Title	See Section 20.10.363	~~35~~ 45
R.3	A-M	No minimum	Manufactured home park	20.000	100	200	See Development Standards in Section 20.10.340 of this title	20	25	N/A	5	10	N/A	See Development Standards in Section 20.10.340 of this Title	N/A	Maximum height for manufactured homes 16', all other buildings 35'
R.4	A-M	No minimum	Other permitted uses, except as otherwise specified in this title	6,000	60	100	See Chapter 20.10	20	25	N/A	5	10	N/A	See Chapter 20.10	N/A	35
S	COP	No minimum	Other permitted uses, except as otherwise specified in this title~~All uses~~	20,000	150	100	Each site shall have a minimum street frontage of 150 feet along a street with adequate capacity to serve the proposed project, except that lots abutting a cul de sac or turning heel shall have a minimum average lot width of 150 feet	20	5	N/A	5	10	N/A	Required front yards shall be landscaped except for necessary walks and drives; this area may be included in meeting landscape requirements of Title 18	N/A	35; may exceed 35 feet when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of 35.
S.1	COP	No minimum	Apartments and Mixed Use Residential development	6,000	50	100	Multi-family: maximum of 145 units per acre	20	5	N/A	5	10	N/A	N/A	N/A	See Section 20.10.363
T	C-1	No minimum	Apartments and Mixed Use Residential development	~~1,500 per dwelling unit~~N/A	N/A	N/A	Multi-family: maximum of 145 units per acre;~~Maximum of 29 units per acre~~	0	~~25~~10	N/A	5	10	N/A	See Development Standards in Section 20.10.380 and 20.10.363of this Title	N/A	~~35~~45; may exceed ~~35~~ 45 feet when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of ~~35~~45.
T.1	C-1	No minimum	Other permitted uses, except as	N/A	N/A	N/A	See Chapter 20.10	0	10	N/A	10 when abutting a	10	N/A	See Chapter 20.10	N/A	35; may exceed 35 feet when an

			otherwise specified in this title								residential or apartment district					additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of 35.
U	C-2	No minimum	~~Apartments~~ Apartments and Mixed Use Residential development	~~1,500 per dwelling unit~~N/A	N/A	N/A	Multi-family: maximum of 145 units per acre ~~Maximum of 29 units per acre~~	0	~~25~~ 10	N/A	5	10	N/A	See Development Standards in Section 20.10.380 of this Title	N/A	~~35~~45; may exceed ~~35~~ 45 ft when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of ~~35~~45.
U.1	C-2	No minimum	Self-storage warehouse	Minimum site of 2 acres, unless abutting & adjacent to a minimum of 4 acres zoned commercial, then the minimum shall be 1 acre	200	200	See Development Standards in Section 20.10.610 of this title	15	20	N/A	10 when abutting a residential or apartment district	10	N/A	See Development Standards in Section 20.10.610 of this Title	N/A	See Development Standards in Section 20.10.610 of this Title
U.2	C-2	No minimum	Other permitted uses, except as otherwise specified in this title	N/A	N/A	N/A	See Chapter 20.10	0	10	N/A	10 when abutting a residential or apartment district	10	N/A	See Chapter 20.10	N/A	35; may exceed 35 ft when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of 35.
V	C-3	No minimum	Apartments and Mixed Use Residential development	~~1,500 per dwelling unit~~N/A	N/A	N/A	Multi-family: maximum of 145 units per acre~~Maximum of 29 units per acre~~	0	~~25~~ 10	N/A	5	10	N/A	See Development Standards in Section 20.10.380 and 20.10.363of this Title	N/A	~~35~~45; may exceed ~~35~~ 45 ft when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of ~~35~~45.
V.1	C-3	No minimum	Self-storage warehouse	Minimum site of 2 acres, unless abutting & adjacent to a minimum of 4 acres zoned commercial, then the	200	200	See Development Standards in Section 20.10.610 of this title	15	20	N/A	10 when abutting a residential or apartment district	10	N/A	See Development Standards in Section 20.10.610 of this Title	N/A	See Development Standards in Section 20.10.610 of this Title

				minimum shall be 1 acre												
V.2	C-3	No minimum	Manufactured home park	30,000	N/A	N/A	See Development Standards in Section 20.10.340 of this title	15	10	N/A	10 when abutting a residential or apartment district	10	N/A	See Development Standards in Section 20.10.340 of this Title	N/A	See Development Standards in Section 20.10.340 of this Title
V.3	C-3	No minimum	Other permitted uses, except as otherwise specified in this title	N/A	N/A	N/A	See Chapter 20.10	0	10	N/A	10 when abutting a residential or apartment district	10	N/A	See Chapter 20.10	N/A	35; may exceed 35 ft when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of 35.
W	C-4	No minimum	Apartments and Mixed Use Residential development	~~Minimum site area of 4,000 sf~~N/A	~~50~~ N/A	N/A	Multi-family: maximum of 145 units per acre ~~Minimum lot area of 750 sf per dwelling unit; unless 3 or more stories, then minimum lot area of 500 sf per dwelling unit~~	0	~~25~~ 10	N/A	5	10	N/A	See Development Standards in Section 20.10.380 and 20.10.363of this title	N/A	60; may exceed 60' when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of 60.
W.1	C-4	No minimum	Manufactured home parks	30,000	N/A	N/A	See Development Standards in Section 20.10.340 of this title	15	10	N/A	10 when abutting a residential or apartment district	10	N/A	See Development Standards in Section 20.10.340 of this title	N/A	See Development Standards in Section 20.10.340 of this title
W.2	C-4	No minimum	Other permitted uses, except as otherwise specified in this title	N/A	N/A	N/A	See Chapter 20.10	0	10	N/A	10 when abutting a residential or apartment district	10	N/A	See Chapter 20.10; Floor area ratio of 1.5	N/A	60; may exceed 60' when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of 60.
X	C-5	No minimum	Apartments and Mixed Use Residential development	Minimum site area of 4000 sf	50	N/A	Multi-family: maximum of 145 units per acre~~Each apartment dwelling unit shall have a minimum of 400 sf~~	0	0	N/A	0	0	N/A	See Development Standards in Section 20.10.380 and 20.10.363 of this title	N/A	N/A
X.1	C-5	No minimum	Other permitted uses, except as otherwise specified in this title	N/A	N/A	N/A	See Chapter 20.10	0	0	N/A	0	0	N/A	See Chapter 20.10	N/A	N/A

Y	Q	5 acres; extensions to the district from a common boundary may be considered in increments of 5 acres or less	Extraction operations	N/A	N/A	N/A	See Development Standards in Section 20.10.500 of this title	100	100	N/A	100	100	N/A	See Development Standards in Section 20.10.500 of this title	N/A	N/A
Y.1	Q	5 acres; extensions to the district from a common boundary may be considered in increments of 5 acres or less	Accessory uses	N/A	N/A	N/A	See Development Standards in Section 20.10.500 of this title	25	25	N/A	25	25	N/A	See Development Standards in Section 20.10.500 of this title	N/A	N/A
Z	M-1/ M-2/ M-3	No minimum	All uses, except as otherwise specified in this title	N/A	N/A	N/A	See Chapter 20.10	15	10	N/A	10 when abutting a residential or apartment district	10	N/A	See Chapter 20.10; Floor area ratio of 1.0	N/A	60; may exceed 60' when an additional setback of one foot is provided from all adjacent yardlines for each foot of height in excess of 60.
AA	R-F	None	Single-family dwelling	1 acre	125	200	Secondary Manufactured home, see Section 20.10.600	50	50	N/A	20	25	N/A	Accessory structures, see Section 20.10.030	See Section 20.10.625	35
AA.1	R-F	None	Nursery, greenhouse, raising or harvesting field (tree or bush crops), poultry, pasturage	5 acres	125	200	See Chapter 20.10 and Title 7	50	50	N/A	20	25	N/A	No structure shall be located closer than fifty (50) feet from any major arterial right-of-way as shown on the City's major thoroughfare plan	N/A	35
AA.2	R-F	None	Small or large animal veterinary hospital or clinic	1 acre	100	150	See Chapter 20.10 and Title 7	50	50	N/A	20	25	N/A	No structure shall be located closer than fifty (50) feet from any major arterial right-of-way as shown on the City's major thoroughfare plan	N/A	35
AA.3	R-F	None	Kennels & animal training establishments	6 acres	125	200	See Chapter 20.10 and Title 7	50	50	N/A	20	25	N/A	No structure shall be located closer than fifty (50) feet from	N/A	35

														any major arterial right-of-way as shown on the City's major thoroughfare plan		
AA.4	R-F	None	Feeder lots	20 acres	125	200	See Chapter 20.10 and Title 7	50	50	N/A	20	25	N/A	No structure shall be located closer than fifty (50) feet from any major arterial right-of-way as shown on the City's major thoroughfare plan	N/A	35
AA.5	R-F	None	Other permitted uses, except as otherwise specified in this title	1 acre	125	200	See Chapter 20.10	50	50	N/A	20	25	N/A	See Chapter 20.10	N/A	35
BB	PMD	1 acre where common or public open space is dedicated; provided that extensions of 1 acre or less to an existing PMD from a common boundary may be considered	All Uses: maximum density per gross acre is determined on a percent average slope basis of the property (see Section 20.10.370 of this title)	No minimum; except where private open space is proposed, a minimum lot area of one-half (1/2) acre for single & two-family dwellings	None	None	See Section 20.10.370 of this title	10, for single family detached dwellings where common open space is provided; or as otherwise approved on detailed site develop-ment plan	10, for single family detached dwellings where common open space is provided; or as otherwise approved on detailed site develop-ment plan	N/A	5, for single family detached dwellings where common open space is provided; or as otherwise approved on detailed site develop-ment plan	10, for single family detached dwellings where common open space is provided; or as otherwise approved on detailed site develop-ment plan	10' between detached structures, plus 2 additional feet of separation for each story over 2; minimum 10' setback for all structures abutting public or private ROW; except that a 20' driveway is required	See Chapter 20.10	N/A	35; measured from the lowest living area floor level & shall not exceed 35 from the highest elevation of the lot, or as approved by City Council where it can be demonstrated that the additional height will not have a detrimental effect on surrounding land uses
BB.1	PMD	1 acre where common or public open space is dedicated; provided that extensions of 1 acre or less to an existing PMD from a common boundary may be considered	Apartments and Mixed Use Residential development	None	None	None	Multi-family: maximum of 145 units per acre	0	0	N/A	0	0	N/A	N/A	See Chapter 20.10.370 and 20.10.363	45; measured from the lowest living area floor level & shall not exceed 45 from the highest elevation of the lot, or as approved by City Council where it can be demonstrated that the additional height will not have a detrimental effect on

																surrounding land uses
CC	S-D	~~1 acre (City Council may designate sites of less than one acre)~~ None	Single-family detached	4,000	40	100	See Section 20.10.360 of this title; reduced lot sizes may be requested thru approval of a site development plan	10, except that a 20' driveway must be provided	10	N/A	10 feet between structures	10	N/A	See Section 20.10.360 of this title; reduced setbacks may be requested thru approval of a site development plan	See Section 20.10.625	45; except in developments of more than 25 acres or as approved by City Council
CC.1	S-D	~~1 acre (City Council may designate sites of less than one acre)~~ None	Other permitted uses, except as otherwise specified in this title	N/A	N/A	N/A	~~Max of 20 dwelling units per acre~~N/A	20	10	N/A	10 feet between structures	10	N/A	See Section 20.10.360 of this title; reduced setbacks may be requested thru approval of a site development plan	N/A	45; except in developments of more than 25 acres or as approved by City Council
CC.2	S-D	~~1 acre (City Council may designate sites of less than one acre)~~None	Apartments and Mixed Use Residential development	N/A	N/A	N/A	Multi-family: maximum of 145 units per acre	20	10	N/A	10 feet between structures	10	N/A	N/A	N/A	45
DD	U-P	See Development Standards in Section 20.10.360 of this title	Single-family detached & attached, two-family	N/A	N/A	N/A	See Development Standards in Section 20.10.360 of this title	0	0	N/A	0	0	N/A	Accessory structures, see Section 20.10.030	N/A	See Development Standards in Section 20.10.360 of this title
DD.1	U-P	See Development Standards in Section 20.10.360 of this Title	Apartments and Mixed Use Residential development	No minimum	N/A	N/A	Multi-family: maximum of 145 units per acre~~See Development Standards in Section 20.10.360 of this title~~	0	0	N/A	0	0	N/A	See Development Standards in Section 20.10.360 and 20.10.363 of this title	N/A	~~See Development Standards in Section 20.10.360 of this title~~45
DD.2	U-P	See Development Standards in Section 20.10.360 of this title	~~Residential/ c~~Commercial mixed-use	No minimum	No minimum	N/A	See Development Standards in Section 20.10.360 of this title	0	0	N/A	0	0	N/A	See Chapter 20.10	N/A	See Development Standards in Section 20.10.360 of this title
DD.3	U-P	See Development Standards in Section 20.10.360 of this title	Church	No minimum	No minimum	No minimum	See Development Standards in Section 20.10.360 of this title	0	0	N/A	0	0	N/A	N/A	N/A	See Development Standards in Section 20.10.360 of this title
DD.4	U-P	See Development Standards in Section 20.10.360 of this title	Performing arts center	No minimum	No minimum	No minimum	See Development Standards in Section 20.10.360 of this title	0	0	N/A	0	0	N/A	N/A	N/A	90
DD.5	U-P	See Development Standards in Section 20.10.360 of this title	Sports area (multi-purpose)	No minimum	No minimum	No minimum	See Development Standards in Section 20.10.360 of this title	0	0	N/A	0	0	N/A	N/A	N/A	90
EE	P-R I	1 acre; extensions to the original district from a	Single-family detached	4,000	40	100	Maximum of 7 units per acre; lot size may be	10, except that a 20' driveway	10	N/A	10 between structures	10	N/A	See Section 20.10.360 of this title; setbacks	See Section 20.10.625	35; except as approved by City Council

		common boundary may be considered in increments of 1 acre or less.					reduced by site development plan; see Development Standards in Section 20.10.360	must be provided						may be reduced if approved on site development plan		
EE1	P-R I	1 acre; extensions to the original district from a common boundary may be considered in increments of 1 acre or less.	Other permitted uses, except as otherwise specified in this title	As approved on site develop-ment plan	As approved on site develop-ment plan	As approved on site develop-ment plan	~~Maximum of 7 units per acre; see Development Standards in Section 20.10.360~~N/A	As approved on site develop-ment plan	As approved on site develop-ment plan	N/A	10 between structures	As approved on site develop-ment plan	N/A	See Section 20.10.360 of this title; setbacks determined by site development plan	N/A	35; except as approved by City Council
EE2	P-R I	1 acre; extensions to the original district from a common boundary may be considered in increments of 1 acre or less.	Apartments and Mixed Use Residential development	4,000	40	100	Multi-family: maximum of 145 units per acre	10	10	N/A	10 between structures	10	N/A	See Section 20.10.360 and 20.10.363	N/A	45; except as approved by City Council
FF	P-R II	1 acre; extensions to the original district from a common boundary may be considered in increments of 1 acre or less.	Single-family detached	4,000	40	100	Maximum of 14 units per acre; lot size maybe reduced by site development plan; see Development Standards in Section 20.10.360	10, except that a 20' driveway must be provided	20	N/A	10 between structures	10	N/A	See Section 20.10.360 of this title; setbacks may be reduced if approved on site development plan	See Section 20.10.625	35; except as approved by City Council
FF.1	P-R II	1 acre; extensions to the original district from a common boundary may be considered in increments of 1 acre or less.	Other permitted uses, except as otherwise specified in this title	As approved on site development plan	As approved on site develop-ment plan	As approved on site develop-ment plan	~~Maximum of 14 units per acre; see Develop-ment Standards in Section 20.10.360~~N/A	As approved on site develop-ment plan	As approved on site develop-ment plan	N/A	10 between structures	As approved on site develop-ment plan	N/A	See Section 20.10.360 of this title; setbacks determined by site development plan	N/A	35; except as approved by City Council
FF.2	P-R II	1 acre; extensions to the original district from a common boundary may be considered in increments of 1 acre or less.	Apartments and Mixed Use Residential development	4,000	40	100	Multi-family: maximum of 145 units per acre	10	10	N/A	10 between structures	10	N/A	See Section 20.10.360 and 20.10.363	N/A	45; except as approved by City Council
GG	P-C	No minimum	Neighborhood shopping center	As approved on site development plan	As approved on site develop-ment plan	As approved on site develop-ment plan	See Development Standards in Section 20.10.360 of this title	10	10	N/A	10	10	N/A	Principal access shall be from collector or arterial streets. No access from a residential street.	N/A	25

GG.1	P-C	No minimum	Community shopping center	As approved on site development plan	As approved on site develop-ment plan	As approved on site develop-ment plan	See Develop-ment Standards in Section 20.10.360 of this title	10	10	N/A	10	10	N/A	Principal access shall be from collector or arterial streets. No access from a residential street.	N/A	45
GG.2	P-C	No minimum	Regional shopping center	As approved on site development plan	As approved on site develop-ment plan	As approved on site development plan	See Develop-ment Standards in Section 20.10.360 of this title	10	10	N/A	10	10	N/A	Principal access shall be from collector or arterial streets. No access from a residential street.	N/A	100' or 8 stories, provided any building over 45' is located at least 300' from any residential or apartment district where the height limit is less than 100'
GG.3	P-C	No minimum	Other permitted uses, except as otherwise specified in this title	As approved on site development plan	As approved on site develop-ment plan	As approved on site develop-ment plan	See Develop-ment Standards in Section 20.10.360 of this title	10	10	N/A	10	10	N/A	See Chapter 20.10	N/A	Per approved site development plan
GG.4	P-C	No minimum	Apartments and Mixed Use Residential development	N/A	N/A	N/A	Multi-family: maximum of 145 units per acre	10	10	N/A	10	10	N/A	See Development Standards in Section 20.10.360 and 20.10.363 of this title	N/A	45; except as approved by City Council
HH	P-I	No minimum	All Uses, except as otherwise specified in this title	12,000	80	150	Floor area ratio not to exceed 50%; see Chapter 20.10	15	10, except that all structures shall be a minimum of 25 ft. from an abutting residential or apartment district	N/A	0, except that all structures shall be a minimum of 25 ft. from an abutting residential or apartment district	10	N/A	Where a P-I tract abuts railroad property containing a spur track on the rear or side property line, structures may extend to the property line for the purpose of receiving railroad service.	N/A	No building shall exceed 40', not including machinery rooms, spires, antennas, etc.
II	SRR	1,000 sf	Single-family attached & detached	1,000	N/A	N/A	See Development Standards in Section 20.10.360 of this title	0' when abutting more than 50 ft. street ROW; 20' when abutting 50 ft. or less street ROW	0' when abutting a dedicated alley; 20' when not abutting an alley	N/A	5	5	N/A	Reduction in side yard setbacks may be considered with site plan approval	N/A	35 feet; additional height may be granted by special permit
II.1	SRR	2,400	Two-family	2,400	N/A	N/A	See Development Standards in Section 20.10.360 of this title	0' when abutting more than 50 ft. street ROW; 20' when abutting 50 ft.	0' when abutting a dedicated alley; 20' when not abutting an alley	N/A	5	5	N/A	Reduction in side yard setbacks may be considered with site plan approval	N/A	35 feet; additional height may be granted by special permit

								or less street ROW								
II.2	SRR	3,000	Apartments and Mixed Use Residential development	3000 ~~sf site area; 500 sf lot area required per dwelling unit~~	N/A	N/A	Multi-family: maximum of 145 units per acre~~See Development Standards in Section 20.10.360 of this title~~	0' when abutting more than 50 ft. street ROW; 20' when abutting 50 ft. or less street ROW	0' when abutting a dedicated alley; 20' when not abutting an alley	N/A	5	5	N/A	Reduction in side yard setbacks may be considered with site plan approval	N/A	~~35~~ 45 feet; additional height may be granted by special permit
II.3	SRR	1,000 sf	Other permitted uses, except as otherwise specified in this title	No minimum	No minimum	No minimum	See Development Standards in Section 20.10.360 of this title	0	0	N/A	0	0	N/A	See Chapter 20.10	N/A	35 feet: additional height may be granted by special permit
JJ	R-MU	1 acre; except that City Council may approve a reduction in the minimum district area for a mixed-use development.	Determined by master zoning plan	N/A	N/A	N/A	See Development Standards in Section 20.10.360 of this title	No minimum; determined by master zoning plan	No minimum; deter-mined by master zoning plan	N/A	No minimum; deter-mined by master zoning plan	No minimum; deter-mined by master zoning plan	N/A	See Chapter 20.10	N/A	No maximum; deter-mined by master zoning plan
JJ.1	R-MU	1 acre; except that City Council may approve a reduction in the minimum district area for a mixed-use development.	Apartments and Mixed Use Residential development	No Minimum	No Minimum	No Minimum	Multi-family: maximum of 145 units per acre	No minimum	No minimum	N/A	No minimum	No minimum	N/A	See Development Standards in Section 20.10.360 and 20.10.363 of this title	N/A	No maximum
KK	G-MU	3 acres; except that City Council may approve a reduction in the minimum district area for a mixed-use development.	Determined by master zoning plan	N/A	N/A	N/A	See Development Standards in Section 20.10.360 of this title	No minimum; deter-mined by master zoning plan	No minimum; deter-mined by master zoning plan	N/A	No minimum; deter-mined by master zoning plan	No minimum; deter-mined by master zoning plan	N/A	See Chapter 20.10	N/A	No maximum; deter-mined by master zoning plan
KK.1	G-MU	3 acres; except that City Council may approve a reduction in the minimum district area for a mixed-use development.	Apartments and Mixed Use Residential development	No Minimum	No Minimum	No Minimum	Multi-family: maximum of 145 units per acre	No Minimum	No Minimum	N/A	No Minimum	No Minimum	N/A	See Development Standards in Section 20.10.360 and 20.10.363 of this title	N/A	No Maximum
LL	I-MU	3 acres; except that City Council may approve a reduction in the minimum district area for a mixed-use development.	Determined by master zoning plan	N/A	N/A	N/A	See Development Standards in Section 20.10.360 of this title	No minimum; determined by master zoning plan	No minimum; determined by master zoning plan	N/A	No minimum; deter-mined by master zoning plan	No minimum; deter-mined by master zoning plan	N/A	See Chapter 20.10	N/A	No maximum; deter-mined by master zoning plan
MM	NOS	1 acre; extensions to the original district from a common	See permitted uses in Section 20.10.385	43,560	N/A	N/A	See Development Standards in Section 20.10.385	10	10	N/A	10	10	N/A	See development standards in Section 20.10.385	N/A	35

		boundary may be considered in increments of 1 acre or less.														

Appendix C - TABLE OF PARKING REQUIREMENTS AND STANDARDS -REDLINES

13.00	Residential	Automobile & Light Truck		Bicycle	Heavy Truck Trailer	Gravel Screen Parking	
		Minimum	Maximum			Required	Notes
13.02	Apartments ~~(5 3 or more units)~~	~~0.7/elderly apt; 1/efficiency apt; 1.5/one bedroom apt 2/two or more~~1/Residential Unit		NOTE 3	None	Allowed	2C
13.235	Mixed Use Residential development	1/dwelling unit, plus 1/288 sf GFA commercial	1/200 sf GFA commercial	NOTE 3	None	Allowed	2I
~~13.25~~	~~Quadraplex~~	~~2/dwelling unit~~		~~None~~	~~None~~	~~Allowed~~	~~2H~~
13.315	Single-family detached dwelling small lot development	1/dwelling unit		None	None	Allowed	2H

File #: 25-1302, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566

AGENDA LANGUAGE:

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

An Ordinance amending Title 21 (SmartCode), Chapter 21.10 (General to all Plans), Chapter 21.30 (New Community Plans), Chapter 21.40 (Infill Community Plans), Chapter 21.50 (Building Scale Plans), Chapter 21.70 (Definition of Terms), and 21.80 (Tables) in order to comply with the updated requirements in accordance with Senate Bill 15 and Senate Bill 840 of the Texas 89th Legislative Session. The penalty is as provided in 21.60 of the El Paso City Code.

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 10/28/25

PUBLIC HEARING DATE: 11/18/25

CONTACT PERSON NAME: Philip Etiwe **PHONE NUMBER:** 915-212-1553

2nd CONTACT PERSON NAME: Kevin Smith **PHONE NUMBER:** 915-212-1566

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

3 - Promote the Visual Image of El Paso

SUBGOAL:

3.2 - Set one standard for infrastructure across the city

SUBJECT:

An Ordinance amending Title 21 (SmartCode), Chapter 21.10 (General to all Plans), Chapter 21.30 (New Community Plans), Chapter 21.40 (Infill Community Plans), Chapter 21.50 (Building Scale Plans), Chapter 21.70 (Definition of Terms), and 21.80 (Tables) in order to comply with the updated requirements in accordance with Senate Bill 15 and Senate Bill 840 of the Texas 89th Legislative Session. The penalty is as provided in 21.60 of the El Paso City Code.

BACKGROUND / DISCUSSION:

Senate Bills 15 and 840 were adopted as part of the 89th Texas Legislature, with these Bills addressing the housing stock and housing options within Texas. This item is modifying the SmartCode to comply with the State Law. The City Plan Commission recommended approval of this change on October 10, 2025.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etive

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

ORDINANCE NO._____

AN ORDINANCE AMENDING TITLE 21 (SMARTCODE), CHAPTER 21.10 (GENERAL TO ALL PLANS), CHAPTER 21.30 (NEW COMMUNITY PLANS), CHAPTER 21.40 (INFILL COMMUNITY PLANS), CHAPTER 21.50 (BUILDING SCALE PLANS), CHAPTER 21.70 (DEFINITION OF TERMS), AND 21.80 (TABLES) IN ORDER TO COMPLY WITH THE UPDATED REQUIREMENTS IN ACCORDANCE WITH SENATE BILL 15 AND SENATE BILL 840 OF THE TEXAS 89TH LEGISLATIVE SESSION. THE PENALTY IS AS PROVIDED IN 21.60 OF THE EL PASO CITY CODE.

WHEREAS, Senate Bill 15 ("SB 15") and Senate Bill 840 ("SB 840") were enacted on June 20, 2025 and May 28, 2025 respectively by the Texas 89th Legislative Session, with an effective date of September 1, 2025; and

WHEREAS, SB 15 and SB 840 seeks to increase the housing stock and housing options within Texas; and

WHEREAS, this Ordinance amends Title 21 (SmartCode) of the El Paso City Code to comply with SB 15 and SB 840.

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

Section 1. That Title 21 (SmartCode), Chapter 21.10 (General to All Plans), Subsection 21.10.040 is amended and replaced as follows:

21.10.040 Process.

C. Once the property is rezoned to SmartCode Zone (SCZ), the property owner is authorized to proceed under Chapters 21.30 and 21.40, whichever is applicable, and Chapter 21.50 under this title. El Paso City Council, hereby creates a Consolidated Review Committee (CRC) comprised of a designated member or designated alternate member from each city department or other agency represented by the development coordinating committee. The CRC shall be responsible for approving adjustments to new community plans as defined in Chapter 21.30 or infill community plans as defined in Chapter 21.40 of this title and approving building scale plans as defined in Chapter 21.50 of this title. Building scale plans shall not be approved unless a new community plan or an infill community plan for the property has been approved. No building scale plan shall be required where the development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 21 (SmartCode) and 20.10.363. An owner may appeal a decision of the CRC to the city council.

D. Once the property owner receives approval of a preliminary building scale plan from the CRC (see Section 21.50.010), except that no building scale plan shall be required where the development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 21 (SmartCode) and 20.10.363, the property owner must

comply with the provisions of Title 19 Subdivisions to receive plat approval, provided that any provisions concerning platting requirements that are specifically addressed in this title, shall take precedence over similar requirements in Title 19. Prior to the submission of any plat, the property to be developed under this title must be part of an approved preliminary building scale plan. When reviewing a plat submitted in compliance with the provisions of this title, to include approval of the building scale plan, the city plan commission shall determine whether the preliminary building scale plans were approved by the CRC and whether the plat provisions contained in Title 19 which are not addressed in this title have been complied with. The city plan commission shall have no authority over the building scale plans other than to determine whether such preliminary plans comply with both Title 21 and Title 19, provided that where Title 19 conflicts with a specific provision under this title, addressing the same issue, the standard or requirement of this title shall prevail.

Section 2. That Title 21 (SmartCode), Chapter 21.30 (New Community Plans), Subsection 21.30.090 is amended and replaced as follows:

21.30.090 Special requirements.

A. A new community regulating plan may designate and upon designation shall enforce any of the following special requirements which, if approved, shall then be enforced at the building scale plan stage (except where development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 21 (SmartCode) and Section 20.10.363, no building scale plan shall be required):

Section 3. That Title 21 (SmartCode), Chapter 21.40 (Infill Community Plans), Subsections 21.40.010, 21.40.030, and 21.40.070 are amended and replaced as follows:

21.40.010 Instructions.

E. Upon rezoning of an area as a SmartCode Zone, all parcels within the zone shall be marked as such on the zoning map of El Paso. Within the SmartCode Zone, the approved infill regulating plan and this title shall become the exclusive and mandatory zoning regulation, and its provisions, as altered by approved warrants, variances, and adjustments, shall be applied in their entirety property owners within the plan area may submit building scale plans under Chapter 21.50 in accordance with the provisions of this title. Building scale plans requiring no variances shall be approved administratively by the CRC, except where development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 21 (SmartCode) and Section 20.10.363, no building scale plan shall be required.

21.40.030 Transect zones.

B. After approval into a SmartCode Zone by the city council, landowners in each transect zone may obtain building scale plans that include any of the elements indicated by Chapters 21.40 and 21.50, except where development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 21 (SmartCode) and Section 20.10.363, no building scale plan shall be required.

21.40.070 Special requirements.

A. An infill regulating plan may designate any of the following special requirements, which if approved shall then be enforced at the building scale plan stage, except where development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 21 (SmartCode) and Section 20.10.363, shall be enforced prior to issuance of building permits:

Section 4. That Title 21 (SmartCode), Chapter 21.50 (Building Scale Plans), Subsection 21.50.070 is amended and replaced as follows:

21.50.070 Building configuration.

B. Specific to zones T2, T3, T4, T4-O, T5, T5O, T-6, SD-1, SD-2, SD-3, SD-4, SD-5, SD-6, SD-7.

Section 5. That Title 21 (SmartCode), Chapter 21.70 (Definition of Terms), Subsection 21.70.010 is amended and replaced as follows to include the following new definitions:

21.70.010 Definitions.

"Apartment/Multifamily residential building" means a building or part of a building containing three or more attached or detached dwelling units, to include condominium. The term includes the use or development of a condominium. A "condominium" means a single dwelling unit in a multi-unit dwelling or structure, which is separately owned and which may be combined with an undivided interest in the common areas and facilities of the property.

"Mixed-use residential," when used to describe land use or development, means the use or development, as applicable, of a site consisting of residential and nonresidential uses in which the residential uses are at least 65 percent of the total square footage of the development and meets the criteria found in El Paso City Code section 20.10.363. The term includes the use or development of a condominium. A "condominium" means a single dwelling unit in a multi-unit dwelling or structure, which is separately owned and which may be combined with an undivided interest in the common areas and facilities of the property. Developments not meeting the criteria

listed above shall not be considered mixed-use residential and shall be required to meet the requirements of the base zoning or use requirements.

"Small lot" means a residential lot that is 4,000 square feet or less and meets the criteria found in El Paso City Code section 20.10.625.

The following definitions are amended and replaced as follows:

21.70.010 Definitions.

"Live-work" means a mixed use unit consisting of a commercial and residential function. The commercial function may be anywhere in the unit. It is intended to be occupied by a business operator who lives in the same structure that contains the commercial activity or industry. Where the live-work development meets the definition of mixed-use residential, that shall supersede. See Work-Live. (Syn: flexhouse.)

"Rowhouse" means a single-family dwelling individually on a lot that shares a party wall with another of the same type on a separate lot and occupies the full frontage line. See Rear yard Building. (Syn: Townhouse)

Section 6. That Title 21 (SmartCode), Chapter 21.80 (Tables), Subsection 21.80.140 is amended as follows:

Table 11 is amended to add the following row:

21.80.140 - Table 11: Parking Calculations.

REQUIRED PARKING (See Table 10)

	T2 T3	T4	T4O T5 T5O T6
APARTMENT AND MIXED USE RESIDENTIAL	1.0/dwelling	1.0/dwelling	1.0/dwelling

Table 12 is amended to add the following row:

21.80.150 Table 12: Specific Function & Use.

	T1	T2	T3	T4	T4O	T5	T5O	T6	SD
a. RESIDENTIAL									
Mixed-use Residential		■	■	■	■	■	■	■	■

The following rows in Table 12 are amended and replaced as follows:

21.80.150 Table 12: Specific Function & Use.

	T1	T2	T3	T4	T4O	T5	T5O	T6	SD
a. RESIDENTIAL									
Apartment Building		■	■	■	■	■	■	■	■
f. OTHER: AGRICULTURE									
Greenhouse		■	■						
Stable		■							
Kennel		■	■	■	■	■	■		
f. OTHER: AUTOMOTIVE									
Roadside Stand		■		■					■

The following rows in Table 14 are amended and replaced as follows:

21.80.170 Table 14: Summary Table.

			T1 **NATURAL ZONE**	T2 **RURAL ZONE**	T3 **SUB-URBAN ZONE**	T4 **GENERAL URBAN ZONE**	T4O **GENERAL URBAN ZONE-OPEN**	T5 **URBAN CENTER ZONE**	T5O **URBAN CENTER ZONE-OPEN**	T6 **URBAN CORE ZONE**	SD **SPECIAL DISTRICT**	
		b. BASE RESIDENTIAL DENSITY (see Section 3.8)										
		Reserved										
		By Right	by Variance	by Variance.	6 units/ac.	15 units/	20 units/	24 units/	26 units/	145 unit/ac for		

				145 unit/ac for Apartments and Mixed-use Residential uses	Gross. 145 unit/ac for Apartments and Mixed-use Residential uses	ac. Gross. 145 unit/ac for Apartments and Mixed-use Residential uses	ac. Gross. 145 unit/ac for Apartments and Mixed-use Residential uses	ac. Gross. 145 unit/ac for Apartments and Mixed-use Residential uses	ac. Gross. 145 unit/ac for Apartments and Mixed-use Residential uses	Apartments and Mixed-use Residential uses		
			f. LOT OCCUPATION									
			Lot Width	not applicable	120 ft. min. Small Lot Development: See Section 20.10.625	50 ft. min 120 ft. max. Small Lot Development: See Section 20.10.625.	20 ft. min 80 ft. max	20 ft. min 450 ft. max	18 ft. min 180 ft. max	18 ft. min 180 ft. max	18 ft. min 700 ft. max		DISPOSITION
			Lot Coverage	not applicable	30% max. None for Small Lot Development under Section 20.10.625	60% max. None for Small Lot Development under Section 20.10.625	70% max. None for Small Lot Development under Section 20.10.625	90% max. None for Small Lot Development under Section 20.10.625	90% max. None for Small Lot Development under Section 20.10.625	90% max. None for Small Lot Development under Section 20.10.625	100 % max		
			g. SETBACKS -				*only one building in excess of 200 ft.						

			PRINCIPAL BUILDING				permitted per Pedestrian Shed					
			Front Setback (Principal)	not applicable	48 ft. min. 0 ft. min for Apartments and Mixed-use Residential	20 ft. min. 0 ft. min for Apartments and Mixed-use Residential	0 ft. min 12 ft. max	0 ft. min 12 ft. max	0 ft. min 12 ft. max	0 ft. min 12 ft. max	0 ft. min 8 ft. max	
			Front Setback (Secondary)	not applicable	48 ft. min. 0 ft. min for Apartments and Mixed-use Residential	12 ft. min. 0 ft. min for Apartments and Mixed-use Residential	6 ft. min 12 ft. max. 0 ft. min 12 ft. max for Apartments and Mixed-use Residential	6 ft. min 12 ft. max. 0 ft. min 12 ft. max for Apartments and Mixed-use Residential	0 ft. min 12 ft. max	0 ft. min 12 ft. max	0 ft. min 8 ft. max	
			Side Setback	not applicable	96 ft. min. 0 ft. min for Apartments and Mixed-use Residential	0 ft. or 18 ft. total min	0 ft. min	0 ft. min	0 ft. min 24 ft. max	0 ft. min 24 ft. max	0 ft. min 8 ft. max	
			Rear Setback	not applicable	96 ft. min. 0 ft. min	12 ft. min. 0 ft. min	0 ft. min	0 ft. min	0 ft. min	0 ft. min	0 ft. min	

					for Apartments and Mixed-use Residential	for Apartments and Mixed-use Residential							
			k. BUILDING CONFIGURATION (see Table 8)										
			Principal Building	not applicable	2 Stories max	2 Stories max. 4 stories max for Apartments and Mixed-use Residential not to exceed 45 feet max.	3 Stories max. 4 stories max for Apartments and Mixed-use Residential not to exceed 45 feet max.	4 Stories max, 20 ft. min	5 Stories max., 2 min	6 Stories max., 2 min	2 Stories min		

The following rows in Table 15A are amended and replaced as follows:

21.80.180 Table 15A. Form-Based Code Graphics - T3.

BUILDING CONFIGURATION (see Table 8)	
a. Principal Building	2 stories max. 4 stories max for Apartments and Mixed-use Residential not to exceed 45 feet max.
LOT OCCUPATION	
a. Lot Width	50 ft. min 120 ft. max. Small Lot Development: See Section 20.10.625.
b. Lot Coverage	60% max.

	None for Small Lot Development under Section 20.10.625
SETBACKS - PRINCIPAL BUILDING	
a. Front Setback (P)	20 ft. min. 0 ft. min for Apartments and Mixed-use Residential
b. Front Setback (S)	12 ft. min. 0 ft. min for Apartments and Mixed-use Residential
d. Rear Setback	12 ft. min. 0 ft. min for Apartments and Mixed-use Residential

The following rows in Table 15B are amended and replaced as follows:

21.80.190 Table 15B. Form-Based Code Graphics - T4.

BUILDING CONFIGURATION (see Table 8)	
a. Principal Building	2 stories max. 4 stories max for Apartments and Mixed-use Residential not to exceed 45 feet max.
LOT OCCUPATION	
b. Lot Coverage	70% max. None for Small Lot Development under Section 20.10.625
SETBACKS - PRINCIPAL BUILDING	
b. Front Setback (S)	6 ft. min. 12 ft. max. 0 ft. min for Apartments and Mixed-use Residential

The following rows in Table 15C are amended and replaced as follows:

21.80.200 Table 15C. Form-Based Code Graphics - T4O.

LOT OCCUPATION	
b. Lot Coverage	90% max. None for Small Lot Development under Section 20.10.625
SETBACKS - PRINCIPAL BUILDING	
b. Front Setback (S)	6 ft. min. 12 ft. max. 0 ft. min 12 ft. max for Apartments and Mixed-use Residential

The following rows in Table 16 are amended and replaced as follows:

21.80.230 Table 16: Special District Standards.

	SD1	SD2	SD3	SD4	SD5	SD6	SD7
b. BASE RESIDENTIAL DENSITY							
By Right	24. 145 unit/ac for Apartments and Mixed-use Residential uses	24. 145 unit/ac for Apartments and Mixed-use Residential uses	NA. 145 unit/ac for Apartments and Mixed-use Residential uses	NA. 145 unit/ac for Apartments and Mixed-use Residential uses	NA. 145 unit/ac for Apartments and Mixed-use Residential uses	48. 145 unit/ac for Apartments and Mixed-use Residential uses	24. 145 unit/ac for Apartments and Mixed-use Residential uses
f. LOT OCCUPATION							
Lot Coverage	NA	NA	90% max. None for Small Lot Development under Section 20.10.625	90% max. None for Small Lot Development under Section 20.10.625	90% max. None for Small Lot Development under Section 20.10.625	100% max.	NA
g. SETBACKS - PRINCIPAL BUILDING							
Rear Setback	0 ft. min.	3 ft. min. 0 ft. min for Apartments and Mixed-use Residential	3 ft. min. 0 ft. min for Apartments and Mixed-use Residential	3 ft. min. 0 ft. min for Apartments and Mixed-use Residential	3 ft. min. or 20 ft. min.** 0 ft. min for Apartments and Mixed-use Residential	3 ft. min. 0 ft. min for Apartments and Mixed-use Residential	0 ft. min.
j. BUILDING CONFIGURATION							
Principal Building	6 Stories, max.	8 Stories, max.	12 Stories, max.***	6 Stories, max.***	3 Stories, max.*** 4 stories max for Apartments and Mixed-	NA***	6 stories max.

					use Residential not to exceed 45 feet max. ***		
Outbuilding	NA	NA	3 Stories, max.***	3 Stories, max.***	2 Stories, max.***	NA	NA

Section 7. Except as herein amended, Title 21 (SmartCode) of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO:

_____

Renard U. Johnson
Mayor

ATTEST:

_____

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip Etiwe, Director
Planning & Inspections Department

Title 21 Redlines

Chapter 21.10 - GENERAL TO ALL PLANS

21.10.040 Process.

C. Once the property is rezoned to SmartCode Zone (SCZ), the property owner is authorized to proceed under Chapters 21.30 and 21.40, whichever is applicable, and Chapter 21.50 under this title. El Paso City Council, hereby creates a Consolidated Review Committee (CRC) comprised of a designated member or designated alternate member from each city department or other agency represented by the development coordinating committee. The CRC shall be responsible for approving adjustments to new community plans as defined in Chapter 21.30 or infill community plans as defined in Chapter 21.40 of this title and approving building scale plans as defined in Chapter 21.50 of this title. Building scale plans shall not be approved unless a new community plan or an infill community plan for the property has been approved. No building scale plan shall be required where the development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 21 (SmartCode) and 20.10.363. An owner may appeal a decision of the CRC to the city council.

D. Once the property owner receives approval of a preliminary building scale plan from the CRC (see Section 21.50.010), except that no building scale plan shall be required where the development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 21 (SmartCode) and 20.10.363, the property owner must comply with the provisions of Title 19 Subdivisions to receive plat approval, provided that any provisions concerning platting requirements that are specifically addressed in this title, shall take precedence over similar requirements in Title 19. Prior to the submission of any plat, the property to be developed under this title must be part of an approved preliminary building scale plan. When reviewing a plat submitted in compliance with the provisions of this title, to include approval of the building scale plan, the city plan commission shall determine whether the preliminary building scale plans were approved by the CRC and whether the plat provisions contained in Title 19 which are not addressed in this title have been complied with. The city plan commission shall have no authority over the building scale plans other than to determine whether such preliminary plans comply with both Title 21 and Title 19, provided that where Title 19 conflicts with a specific provision under this title, addressing the same issue, the standard or requirement of this title shall prevail.

Chapter 21.30 NEW COMMUNITY PLANS

21.30.090 Special requirements.

A. A new community regulating plan may designate and upon designation shall enforce any of the following special requirements which, if approved, shall then be enforced at the building scale plan stage (except where development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 21 (SmartCode) and Section 20.10.363, no building scale plan shall be required):

Chapter 21.40 INFILL COMMUNITY PLANS

21.40.010 Instructions.

E. Upon rezoning of an area as a SmartCode Zone, all parcels within the zone shall be marked as such on the zoning map of El Paso. Within the SmartCode Zone, the approved infill regulating plan and this title shall become the exclusive and mandatory zoning regulation, and its provisions, as altered by approved warrants, variances, and adjustments, shall be applied in their entirety property owners within the plan area may submit building scale plans under Chapter 21.50 in accordance with the provisions of this title. Building scale plans requiring no variances shall be approved administratively by the CRC, except where development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 21 (SmartCode) and Section 20.10.363, no building scale plan shall be required.

21.40.030 Transect zones.

B. After approval into a SmartCode Zone by the city council, landowners in each transect zone may obtain building scale plans that include any of the elements indicated by Chapters 21.40 and 21.50, except where development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 21 (SmartCode) and Section 20.10.363, no building scale plan shall be required.

21.40.070 Special requirements.

A. An infill regulating plan may designate any of the following special requirements, which if approved shall then be enforced at the building scale plan stage, except where development is for apartments or mixed-use residential development that meet all minimum requirements set forth in Chapter 21 (SmartCode) and Section 20.10.363, shall be enforced prior to issuance of building permits:

Chapter 21.50 - BUILDING SCALE PLANS

21.50.070 Building configuration.

B. Specific to zones T2, T3, T4, T4-O, T5, T5O, T-6, SD-1, SD-2, SD-3, SD-4, SD-5, SD-6, SD-7.

Chapter 21.70 - DEFINITIONS OF TERMS

21.70.010 Definitions.

"Apartment/Multifamily residential building" means a building or part of a building containing three or more attached or detached dwelling units, to include condominium. The term includes the use or development of a condominium. A "condominium" means a single dwelling unit in a multi-unit dwelling or structure, which is separately owned and which may be combined with an undivided interest in the common areas and facilities of the property.

"Live-work" means a mixed use unit consisting of a commercial and residential function. The commercial function may be anywhere in the unit. It is intended to be occupied by a business operator who lives in the same

structure that contains the commercial activity or industry. Where the live-work development meets the definition of mixed-use residential, that shall supersede. See Work-Live. (Syn: flexhouse.)

"Mixed-use residential," when used to describe land use or development, means the use or development, as applicable, of a site consisting of residential and nonresidential uses in which the residential uses are at least 65 percent of the total square footage of the development and meets the criteria found in El Paso City Code section 20.10.363. The term includes the use or development of a condominium. A "condominium" means a single dwelling unit in a multi-unit dwelling or structure, which is separately owned and which may be combined with an undivided interest in the common areas and facilities of the property. Developments not meeting the criteria listed above shall not be considered mixed-use residential and shall be required to meet the requirements of the base zoning or use requirements.

"Rowhouse" means a single-family dwelling individually on a lot that shares a party wall with another of the same type on a separate lot and occupies the full frontage line. See Rearyard Building. (Syn: Townhouse)

"Small lot" means a residential lot that is 4,000 square feet or less and meets the criteria found in El Paso City Code section 20.10.625.

Chapter 21.80 - TABLES

21.80.140 - Table 11: Parking Calculations.

REQUIRED PARKING (See Table 10)

	T2 T3	T4	T4O T5 T5O T6
APARTMENT AND MIXED USE RESIDENTIAL	1.0/dwelling	1.0/dwelling	1.0/dwelling

21.80.150 Table 12: Specific Function & Use.

	T1	T2	T3	T4	T4O	T5	T5O	T6	SD
a. RESIDENTIAL									
Apartment Building		■	■	■	■	■	■	■	■
Mixed-use Residential		■	■	■	■	■	■	■	■
f. OTHER: AGRICULTURE									
Greenhouse	■	■	■						
Stable	■	■							
Kennel	■	■	■	■	■	■	■		
f. OTHER: AUTOMOTIVE									
Roadside Stand	■	■		■					■

21.80.170 Table 14: Summary Table.

		T1 **NATURAL ZONE**	T2 **RURAL ZONE**	T3 **SUB-URBAN ZONE**	T4 **GENERAL URBAN ZONE**	T4O **GENERAL URBAN ZONE-OPEN**	T5 **URBAN CENTER ZONE**	T5O **URBAN CENTER ZONE-OPEN**	T6 **URBAN CORE ZONE**	SD **SPECIAL DISTRICT**	
	b. BASE RESIDENTIAL DENSITY (see Section 3.8)										
	Reserved										
	By Right	by Variance	by Variance. 145 unit/ac for	6 units/ac. Gross .	15 units/ac. Gross.	20 units/ac. Gross.	24 units/ac. Gross.	26 units/ac. Gross.	145 unit/ac for Apartment		

				Apartments and Mixed-use Residential uses	145 unit/ac for Apartments and Mixed-use Residential uses	145 unit/ac for Apartments and Mixed-use Residential uses	145 unit/ac for Apartments and Mixed-use Residential uses	145 unit/ac for Apartments and Mixed-use Residential uses	145 unit/ac for Apartments and Mixed-use Residential uses	s and Mixed-use Residential uses		
		f. LOT OCCUPATION										
		Lot Width	not applicable	120 ft. min. Small Lot Development: See Section 20.10.625	50 ft. min 120 ft. max. Small Lot Development: See Section 20.10.625.	20 ft. min 80 ft. max	20 ft. min 450 ft. max	18 ft. min 180 ft. max	18 ft. min 180 ft. max	18 ft. min 700 ft. max		DISPOSITION
		Lot Coverage	not applicable	30% max. None for Small Lot Development under Section 20.10.625	60% max. None for Small Lot Development under Section 20.10.625	70% max. None for Small Lot Development under Section 20.10.625	90% max. None for Small Lot Development under Section 20.10.625	90% max. None for Small Lot Development under Section 20.10.625	90% max. None for Small Lot Development under Section 20.10.625	100% max		
		g. SETBACKS - PRINCIPAL BUILDING				*only one building in excess of 200 ft. permitted per Pedestrian Shed						
		Front Setback (Principal)	not applicable	48 ft. min. 0 ft. min for Apartments and Mixed-use Residential	20 ft. min. 0 ft. min for Apartments and Mixed-use Residential	0 ft. min 12 ft. max	0 ft. min 12 ft. max	0 ft. min 12 ft. max	0 ft. min 12 ft. max	0 ft. min 8 ft. max		
		Front Setback (Secondary)	not applicable	48 ft. min. 0 ft. min for Apartments and Mixed-	12 ft. min. 0 ft. min for Apartments and Mixed-	6 ft. min 12 ft. max. 0 ft. min 12 ft. max for Apartments	6 ft. min 12 ft. max. 0 ft. min 12 ft. max for Apartments	0 ft. min 12 ft. max	0 ft. min 12 ft. max	0 ft. min 8 ft. max		

			use Residential	use Residential	and Mixed-use Residential	and Mixed-use Residential					
		Side Setback	not applicable	96 ft. min. 0 ft. min for Apartments and Mixed-use Residential	0 ft. or 18 ft. total min	0 ft. min	0 ft. min	0 ft. min 24 ft. max	0 ft. min 24 ft. max	0 ft. min 8 ft. max	
		Rear Setback	not applicable	96 ft. min. 0 ft. min for Apartments and Mixed-use Residential	12 ft. min. 0 ft. min for Apartments and Mixed-use Residential	0 ft. min	0 ft. min	0 ft. min	0 ft. min	0 ft. min	
		k. BUILDING CONFIGURATION (see Table 8)									
		Principal Building	not applicable	2 Stories max	2 Stories max . 4 stories max for Apartments and Mixed-use Residential not to exceed 45 feet max.	3 Stories max . 4 stories max for Apartments and Mixed-use Residential not to exceed 45 feet max.	4 Stories max, 20 ft. min	5 Stories max., 2 min	6 Stories max., 2 min	2 Stories min	

21.80.180 Table 15A. Form-Based Code Graphics - T3.

BUILDING CONFIGURATION (see Table 8)	
a. Principal Building	2 stories max. 4 stories max for Apartments and Mixed-use Residential not to exceed 45 feet max.
LOT OCCUPATION	

a. Lot Width	50 ft. min 120 ft. max. Small Lot Development: See Section 20.10.625.
b. Lot Coverage	60% max. None for Small Lot Development under Section 20.10.625
SETBACKS - PRINCIPAL BUILDING	
a. Front Setback (P)	20 ft. min. 0 ft. min for Apartments and Mixed-use Residential
b. Front Setback (S)	12 ft. min. 0 ft. min for Apartments and Mixed-use Residential
d. Rear Setback	12 ft. min. 0 ft. min for Apartments and Mixed-use Residential

21.80.190 Table 15B. Form-Based Code Graphics - T4.

BUILDING CONFIGURATION (see Table 8)	
a. Principal Building	2 stories max. 4 stories max for Apartments and Mixed-use Residential not to exceed 45 feet max.
LOT OCCUPATION	
b. Lot Coverage	70% max. None for Small Lot Development under Section 20.10.625
SETBACKS - PRINCIPAL BUILDING	
b. Front Setback (S)	6 ft. min. 12 ft. max. 0 ft. min for Apartments and Mixed-use Residential

21.80.200 Table 15C. Form-Based Code Graphics - T4O.

LOT OCCUPATION	
b. Lot Coverage	90% max. None for Small Lot Development under Section 20.10.625
SETBACKS - PRINCIPAL BUILDING	
b. Front Setback (S)	6 ft. min. 12 ft. max. 0 ft. min 12 ft. max for Apartments and Mixed-use Residential

21.80.230 Table 16: Special District Standards.

	SD1	SD2	SD3	SD4	SD5	SD6	SD7
b. BASE RESIDENTIAL DENSITY							
By Right	24. 145 unit/ac for Apartments and Mixed-use Residential uses	24. 145 unit/ac for Apartments and Mixed-use Residential uses	NA. 145 unit/ac for Apartments and Mixed-use Residential uses	NA. 145 unit/ac for Apartments and Mixed-use Residential uses	NA. 145 unit/ac for Apartments and Mixed-use Residential uses	48. 145 unit/ac for Apartments and Mixed-use Residential uses	24. 145 unit/ac for Apartments and Mixed-use Residential uses
f. LOT OCCUPATION							
Lot Coverage	NA	NA	90% max. None for Small Lot Development under Section 20.10.625	90% max. None for Small Lot Development under Section 20.10.625	90% max. None for Small Lot Development under Section 20.10.625	100% max.	NA
g. SETBACKS - PRINCIPAL BUILDING							
Rear Setback	0 ft. min.	3 ft. min. 0 ft. min for Apartments and Mixed-use Residential	3 ft. min. 0 ft. min for Apartments and Mixed-use Residential	3 ft. min. 0 ft. min for Apartments and Mixed-use Residential	3 ft. min. or 20 ft. min.** 0 ft. min for Apartments and Mixed-use Residential	3 ft. min. 0 ft. min for Apartments and Mixed-use Residential	0 ft. min.
j. BUILDING CONFIGURATION							
Principal Building	6 Stories, max.	8 Stories, max.	12 Stories, max.** *	6 Stories, max.** *	3 Stories, max.** * 4 stories max for Apartments and Mixed-use Residential not to exceed 45 feet max. ***	NA***	6 stories max.
Outbuilding	NA	NA	3 Stories, max.** *	3 Stories, max.** *	2 Stories, max.** *	NA	NA

File #: 25-1367, **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
Environmental Services Department, Nicholas Ybarra, (915) 212-6000

AGENDA LANGUAGE:

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

Presentation and discussion on the current status of Environmental Services Department (ESD) median maintenance program.

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

DEPARTMENT: Environmental Services Department

AGENDA DATE: 11/18/25 **PUBLIC HEARING DATE:**

CONTACT PERSON NAME: Nicholas Ybarra

DISTRICT(S) AFFECTED: All

PHONE NUMBER: 915-212-6000

STRATEGIC GOAL:

Goal 3 - Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

Council update on the current status of ESD's median maintenance program.

BACKGROUND / DISCUSSION:

Environmental Services Department, in coordination with third party contractor Xceeds, works diligently to provide City of El Paso residents safe and beautiful medians across the City. Partnerships with other City Departments has allowed us to expand our reach and address more medias more efficiently.

COMMUNITY AND STAKEHOLDER OUTREACH:

The City updated its weed abatement strategy in response to public concerns of overgrown weeds in medians hindering El Paso's visual image. To inform the public of the enhanced weed abatement efforts, Environmental Services utilized various communication tactics such as social media posts, news media interviews, and public speaking engagements.
The public engagement, which is ongoing, highlights augmented median maintenance operations, such as increased herbicide spraying on major arterials, and awareness of City Code regulations to boost public involvement in the maintenance of double frontages as well as abating overgrown vegetation in residential properties.

PRIOR COUNCIL ACTION:

Previous update provided September 2, 2025. Updates have been provided weekly for the last two weeks through email and will continue moving forward.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Nicholas N. Ybarra, P.E. Digitally signed by Nicholas N. Ybarra, P.E. Date: 2025.11.03 11:23:31 -07'00'

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

File #: 25-1376, **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
Strategic and Legislative Affairs, Fernando Liano Berjano, (915) 337-2517

AGENDA LANGUAGE:

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

Presentation and discussion on the progress of developing the Climate Action Plan, with the next deliverable due on December 1st. This detailed document will outline various strategic initiatives and objectives aimed at mitigating climate-related risks and bolstering resilience within our community.

REVISED
2:11 pm, Nov 10, 2025

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

DEPARTMENT: Strategic and Legislative Affairs

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Fernando Liano Berjano, Senior Climate P **PHONE NUMBER:** 915 337-2517

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

No. 8: Nurture & Promote a Healthy, Sustainable Community

SUBGOAL:

SUBJECT:

Climate Action Plan update

BACKGROUND / DISCUSSION:

The update will provide comprehensive information on the progress of developing the Climate Action Plan, with the next deliverable due on December 1. This detailed document will outline various strategic initiatives and objectives aimed at mitigating climate-related risks and bolstering resilience within our community.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Stephen Ian Voglewede Digitally signed by Stephen Ian Voglewede Date: 2025.11.03 12:27:17 -07'00'

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



Chihuahuan Desert Climate Collaborative

POWERED BY THE CITY OF EL PASO

El Paso Regional Climate Action Plan

Draft

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El Paso Regional Climate Action Plan

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Abbreviations

ACS	American Community Survey
AR5	Assessment Report 5
AWS	American Welding Society
BACT	Best Available Control Technology
BLS	Bureau of Labor Statistics (BLS)
BRT	Bus Rapid Transit
C&D	Construction and Demolition
CAFE	Corporate Average Fuel Economy
CAP	Climate Action Plan
CAPs	Criteria Air Pollutants
CBO	Community-Based Organization
CBP	Customs and Border Protection
CCAP	Comprehensive Climate Action Plan
CDC	Centers for Disease Control
CDCC	Chihuahuan Desert Climate Collaborative
CEJST	Climate and Economic Justice Screening Tool
CH_4	Methane
CID	Capital Improvement Department
CMRA	Climate Mapping for Resilience and Adaptation Assessment
CNG	Compressed Natural Gas
CO	Carbon Monoxide
CO_2	Carbon Dioxide
CPRG	Climate Pollution Reduction Grants
CTE	Career and Technical Education
DOE	Department of Energy
EIA	U.S. Energy Information Administration
EIE	Environmental Insights Explorer
EPA	Environmental Protection Agency
EPCC	El Paso Community College
EPE	El Paso Electric
EPWater	El Paso Water
EUI	Energy Use Intensity
EV	Electric Vehicle

FEMA	Federal Emergency Management Agency
FLIGHT	Facility Level Information Greenhouse Gases Tool
GHG	Greenhouse Gas
GIS	Geographic Information System
GWP	Global Warming Potential
HAP	Hazardous Air Pollutant
HVAC	Heating, Ventilation and Air Conditioning
IBEW	International Brotherhood of Electrical Workers
ICLEI	ICLEI – Local Governments for Sustainability
IECC	International Energy Conservation Code
IIC	Intergovernmental and Interagency Coordination
IPCC	Intergovernmental Panel on Climate Change
ISDs	Independent School Districts
kWh	Kilowatt-Hours
LEARN	Land Emissions and Removals Navigator
LEED	Leadership in Energy and Environmental Design
LIDACs	Low-Income and Disadvantaged Communities
LPG	Liquefied Petroleum Gas
LSC	Leadership Steering Committee
LULUCF	Land Use, Land-Use Change, and Forestry
LQ	Location Quotient
MEP	Mechanical, Electrical, and Plumbing
MIT	Massachusetts Institute of Technology
MMBtu	Million British Thermal Units
MPO	El Paso Metropolitan Planning Organization
MRFs	Materials Recovery Facilities
MSA	Metropolitan Statistical Area
$MTCO_2e$	Metric Tons of Carbon Dioxide Equivalent
MWh	Megawatt Hours
N_2O	Nitrous Oxide
NAAQS	National Ambient Air Quality Standards
NAICS	North American Industry Classification System
NEI	National Emissions Inventory
NFIP	National Flood Insurance Program
NH_3	Ammonia

NOAA	National Oceanic and Atmospheric Administration
NO_x	Nitrogen Oxide
NPL	National Priorities List
PACE	Property Assessed Clean Energy
PCAP	Priority Climate Action Plan
PM	Particulate Matter
PPA	Power Purchase Agreement
PUCT	Public Utility Commission of Texas
RCP	Representative Concentration Pathway
RNG	Renewable Natural Gas
SCADA	supervisory control and data acquisition
SIT	State Inventory Tool
SO_2	Sulfur Dioxide
SOC	Standard Occupational Classification
SRI	Solar Reflectance Index
SVI	Social Vulnerability Index
TCEQ	Texas Commission on Environmental Quality
TOD	Transit-Oriented Development
TWD	Texas Workforce Commission
TWDB	Texas Water Development Board
TxDOT	Texas Department of Transportation
DOE	U.S. Department of Energy
DOL	U.S. Department of Labor
DoD	U.S. Department of Defense
HUD	U.S. Department of Housing and Urban Development
USACE	United States Army Corps of Engineers
USDA	United States Department of Agriculture
UTEP	University of Texas El Paso
VMT	Vehicle Miles Traveled
VOC	Volatile Organic Compound
WECC	Western Electricity Coordinating Council
YDSP	Ysleta del Sur Pueblo
ZEV	Zero emission vehicle



Executive Summary

Artists: Terry Wright & Kathryn Gelinas

Executive Summary

The El Paso Metropolitan Statistical Area (El Paso region) faces climate hazards including drought, flash flooding, and extreme heat. Nearly 65% of El Paso County and 100% of Hudspeth County are considered low-income and disadvantaged communities (LIDACs) facing burdens like linguistic isolation and poor health that make it harder for residents to respond to climate hazards.[1] To address these complex challenges, the City of El Paso worked with partners across El Paso and Hudspeth Counties to create this Climate Action Plan (CAP). This CAP, developed under the U.S. Environmental Protection Agency (EPA) Climate Pollution Reduction Grants (CPRG) program, prioritizes measures to reduce greenhouse gas (GHG) emissions in the El Paso region, while providing other benefits to residents, such as creating jobs, improving local air quality, and enhancing overall quality of life.

This plan addresses the region's unique environmental, economic, and public health challenges, including extreme heat, drought, flooding, and air pollution, which disproportionately impact LIDACs. With over 65% of El Paso County and all of Hudspeth County census tracts classified as LIDACs, this CAP prioritizes equitable climate action and community engagement.

Engagement

To develop this CAP, the City of El Paso collaborated extensively with regional governments, tribal entities, and community organizations. Strong regional coordination through the Chihuahuan Desert Climate Collaborative (CDCC) and Leadership Steering Committee helped align local goals, while targeted outreach by Climate Fellows and promotoras were instrumental to gather input from hard-to-reach neighborhoods. Climate Fellows are early-career professionals trained to support climate planning and engagement efforts, while promotoras are trusted community health workers who use their deep local ties to share information and gather input from historically underserved neighborhoods. Local community organizations and businesses helped shape and support the CAP through climate summits. This extensive community engagement process reached over 3,000 people through bilingual meetings, surveys, and events. Engagement and collaboration will continue after CAP adoption, and updates and opportunities will be shared on the project website.

Greenhouse Gas Emissions and Targets

The CAP region-wide GHG inventory includes major emissions sources within El Paso County and Hudspeth County for calendar year 2019. Most of the region's emissions are from energy use in transportation (48%) and buildings and facilities (44%). GHG emissions projections under a business-as-usual scenario estimate a potential 45% reduction in net emissions from 2019 to 2050, largely due to cleaner electricity generation sources and increased electric vehicle (EV) adoption (see Figure 1).

[1] Council on Environmental Quality. (2022). *Climate and Economic Justice Screening Tool 1.0*.

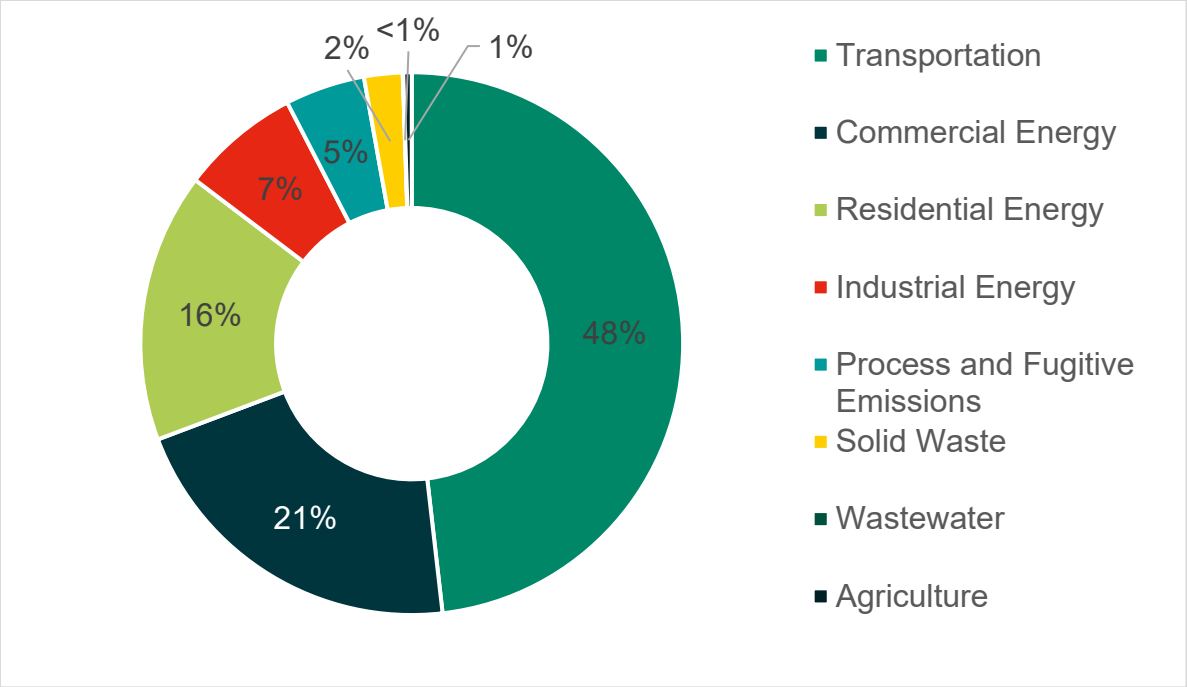


Figure 1. El Paso Region 2019 GHG Inventory

The CAP establishes two types of reduction targets for the region: an ambitious target, which is based on scientific best practices, and a localized target, which represents the reductions that can be achieved if El Paso fully implements the climate actions outlined in this CAP (see Table 1).

Table 1. GHG Reduction Targets

Projected Emissions	2030	2050
Ambitious Target	50% below 2019 levels	Net Zero
Localized Target	21% below 2019 levels	67% below 2019 levels

The localized target shows that two-thirds of the region's 2019 GHG emissions could be reduced by 2050. However, additional external assistance from regional, state, and/or federal partners is needed to reach the ambitious target defined as net zero by 2050.

Climate Vulnerability and Adaptation Strategies

The CAP also includes a climate vulnerability assessment, which identifies the transportation infrastructure, utilities, natural resources, and socially vulnerable communities most at risk from future climate change impacts by mid-century. Extreme heat, flooding, and drought are all projected to increase in severity for the El Paso region, potentially endangering communities and critical infrastructure. More than 70% of roadways and 65% of railways are highly vulnerable to extreme heat, which can damage pavements and buckle railways. Some 90% of critical facilities—such as schools, community centers, senior centers, libraries, and medical centers—are highly vulnerable to heat, which can lead to power outages and grid instability, increase energy costs, and threaten the health and safety of occupants. Drought is another important climate threat in the region that can reduce water availability for agriculture, cooling (e.g., residential, industrial and commercial buildings), ecosystems, and sanitation, while also increasing dust.

While the City of El Paso has already undertaken actions to increase its resilience, this plan outlines future adaptation actions and emphasizes the importance of maintaining and expanding natural resources to enhance regional resilience.

Climate Actions

The CAP includes 10 broad climate measures and 53 actions that support each measure. A measure is a broad strategy that addresses an emissions source or climate hazard in the El Paso region, aligns with regional goals, and is important to the community. Actions are specific policies, programs, or projects that support one of the 10 measures. Each action was evaluated for its GHG and co-pollutant emissions reduction potential, local authorities' ability to implement, implementation cost, potential progress tracking metrics, and additional benefits including climate adaptation, public health and wellbeing, environmental stewardship, resource conservation, economic prosperity, savings to residents and businesses, and community building (see Table 2).

Table 2. CAP Climate Actions

Measure 1: Increase Energy Efficiency and Decarbonize Buildings
- Action M1: Enhance or create a community-wide building energy efficiency and electrification rebate program
- Action M2: Develop a Building Energy Performance Standard for commercial buildings
- Action M3: Partner with industries to reduce emissions related to industrial activities
- Action M4: Enhance or develop a weatherization program
- Action M5: Increase energy efficiency in public buildings
- Action M6: Develop a data center policy that incorporates environmental, community, and economic development considerations
Measure 2: Support the Zero Emission Vehicle Transition
- Action M7: Implement electric vehicle (EV) charging policies for new buildings
- Action M8: Organize zero emission and hybrid vehicle ride-and-drive events for community members
- Action M9: Transition municipal fleets to zero emission vehicles (ZEVs)
- Action M10: Install public EV charging stations
- Action M11: Develop alternate fuel hubs for buses and heavy-duty fleet vehicles
- Action M12: Develop alternative fuel freight corridors
Measure 3: Install Renewable Energy Systems
- Action M13: Partner with utilities and startups to increase geothermal energy use
- Action M14: Procure renewable energy through utility contracts or subscriptions to meet electricity demand
- Action M15: Implement solar-ready policies for new buildings
- Action M16: Incentivize battery storage installations

- Action M17: Install solar panels on public buildings and public land as alternate energy sources and as shade structures

Measure 4: Promote Sustainable Food Systems and Waste Management Practices

- Action M18: Improve recycling practices
- Action M19: Implement community-wide composting for food and yard waste
- Action M20: Develop a construction and demolition waste diversion ordinance and explore establishing reuse or recycling facilities
- Action M21: Capture and upgrade biogas to use as an energy source
- Action M22: Use water-based growing systems, such as hydroponics and aquaponics agriculture, to grow food without soil
- Action M23: Develop local food hubs

Measure 5: Promote Walking, Biking, and Riding Transit

- Action M24: Implement Complete Streets conversion projects to improve walking, biking, and public transit use
- Action M25: Expand existing micromobility systems for bikes and scooters
- Action M26: Explore options to provide free public transit
- Action M27: Build transit-oriented developments to increase access to public transit
- Action M28: Expand micro-transit projects like small shuttles to help people get from home to transit stops
- Action M29: Implement car-free hours to increase pedestrian street access
- Action M30: Update the zoning code to remove parking minimums
- Action M31: Improve the frequency and quality of transit services

Measure 6: Monitor and Improve Air Quality

- Action M32: Coordinate infrastructure, policy, and operations to reduce truck idling at ports and freight corridors
- Action M33: Create, expand, or improve designated truck parking areas at El Paso Ysleta Port of Entry to reduce idling
- Action M34: Reduce wait times at international bridges
- Action M35: Install air quality monitoring systems at the international bridges
- Action M36: Install air quality monitoring systems in communities disproportionately impacted by poor air quality

Measure 7: Implement and Oversee Climate Actions

- Action M37: Establish green revolving loan funds to support sustainability projects in public buildings
- Action M38: Integrate a climate and sustainability lens into government operations and decision-making
- Action M39: Create a mini-grant program to support neighborhood-level climate action

Measure 8: Cool Communities, Protect Health, and Increase Native Ecosystems
- Action A1: Develop a community stewardship program to mitigate heat by increasing tree canopy and shading, focused on cooling homes, community centers, and neighborhoods
- Action A2: Adopt a heat-resilient building code
- Action A3: Develop climate-resilient building codes and development standards
- Action A4: Adjust the structural design of pavements, bridges, and railways and use more cool and reflective surfaces (walls, roofs, pavements)
- Action A5: Develop multi-hazard resilience hubs in vulnerable communities
- Action A6: Develop a robust multi-lingual emergency communications response framework and resources
- Action A7: Implement carbon sequestration projects on public land
Measure 9: Build Drought Resilience and Conserve Water
- Action A8: Expand wetlands and parks to support groundwater recharge
- Action A9: Expand use of recycled water and greywater for irrigation, and establish projects to capture runoff
- Action A10: Educate, incentivize, and provide technical assistance to growers in the region to transition to climate-friendly farming practices
- Action A11: Develop water capture systems that run on solar energy to generate potable water in unincorporated areas and colonias
Measure 10: Reduce Flood Risk
- Action A12: Deploy green infrastructure and reduce impermeable surfaces along roads and at critical facilities
- Action A13: Strategically acquire land in the 100-year floodplain
- Action A14: Stabilize arroyos in steep locations and in areas that show signs of erosion

LIDAC Analysis

The CAP includes a robust LIDAC analysis for the El Paso region, identifying 112 census tracts and 65% of the total population as disadvantaged according to the Climate and Economic Justice Screening Tool (CEJST). These communities face compounded burdens such as high energy costs, poor air quality, limited access to green space, and inadequate infrastructure. The El Paso region may choose to prioritize LIDACs for action implementation to ensure benefit distribution is focused in areas of need. Given this, the CAP evaluates the GHG and co-pollutant reductions that may be achieved in LIDACs due to the CAP actions. The CAP also outlines potential LIDAC benefits and disbenefits resulting from the actions and proposes mitigation strategies to avoid unintended harm. For example, while building electrification may reduce emissions and improve indoor air quality, the plan recommends financial support to prevent cost burdens on low-income renters. This equity-centered approach ensures that climate solutions are inclusive, just, and responsive to the needs of the most vulnerable populations.

Workforce Planning Analysis

This chapter evaluates how the mitigation actions outlined in CAP will impact the regional labor market. It identifies high-demand occupations critical to implementation, assesses current workforce training capacity, and recommends strategies to build a skilled and inclusive talent pipeline. With projected job growth in areas like clean energy, construction, and EV infrastructure, the chapter emphasizes the need for coordinated investments in training, employer engagement, and support services.

Intersection with Other Funding Sources

CAP implementation is complex and resource-intensive, requiring long-term planning and coordination across jurisdictions and sectors. Multiple funding and financing sources will be needed for most actions due to the diverse range of projects and stakeholders involved. Available funding includes competitive federal and state grants, local and national philanthropy, traditional and innovative financing tools, and revenue-generating mechanisms like local taxes. State and local sources will play an outsized role in the may play a larger role in the near term.

Next Steps

The next phase begins with formal adoption of the CAP by the City and participating with regional entities. Following adoption, the City will continue to coordinate with the CDCC to oversee implementation, align departmental and regional efforts, pursue funding opportunities, and monitor progress against performance indicators. The City will utilize an equity investment framework to direct resources toward projects that advance equity, support community priorities, and build long-term capacity in historically under-resourced areas. The City will also launch a climate-focused mini-grant program to provide small grants to community-based organizations, schools, neighborhood groups, and small businesses to implement local climate action projects. To promote transparency and accountability, the City will maintain a publicly accessible climate action dashboard and, in alignment with CPRG requirements, publish a formal CAP status report in 2027. These next steps work towards the main goal of the CAP; to reduce the region's emissions in order to improve air quality, health outcomes, and economic opportunities while minimizing economic stress in the community due to plan implementation.





01

Introduction

Artist: Chris Winterstein

1. Introduction

Key Takeaways

- This Climate Action Plan (CAP) serves as the El Paso region's Comprehensive Climate Action Plan under the U.S. Environmental Protection Agency's (EPA's) Climate Pollution Reduction Grant (CPRG) program.
- The City of El Paso led CAP development in partnership with 10 municipalities, two counties, Ysleta del Sur Pueblo, the El Paso Metropolitan Planning Organization (MPO), and the Rio Grande Council of Governments.
- The region faces rising risks from extreme heat, drought, flooding, and pollution—disproportionately affecting Low-Income and Disadvantaged Communities (LIDACs).
- The CAP establishes greenhouse gas (GHG) targets and identifies cross-sector climate actions that create additional benefits including job growth, energy savings, and public health improvements.

CPRG Overview

The EPA's CPRG program provides grants to states, local governments, tribes, and territories to develop and implement ambitious plans for reducing GHG emissions and other harmful air pollution. All CPRG Phase I Planning Grant participants must submit a Priority Climate Action Plan (PCAP), Comprehensive Climate Action Plan (CCAP), and status reports. As a grantee, the El Paso region developed a PCAP that outlined the region's emission sources, priority measures, and LIDAC impacts. This CAP acts as the CCAP to meet the CPRG Planning Grant requirements.

El Paso Region Profile and Climate Context

The El Paso Metropolitan Statistical Area (the El Paso region) comprises El Paso County and Hudspeth County. The El Paso region is a complex network of communities, with 10 municipalities and 15 census-designated places and unincorporated communities spanning two counties and more than 5,500 square miles (see Figure 2). Home to five international ports of entry, the El Paso region is a crucial channel for freight traffic and international trade and commerce with Mexico. In 2021, the El Paso-Juárez-Las Cruces Borderplex was the fifth-largest manufacturing employment center in North America.

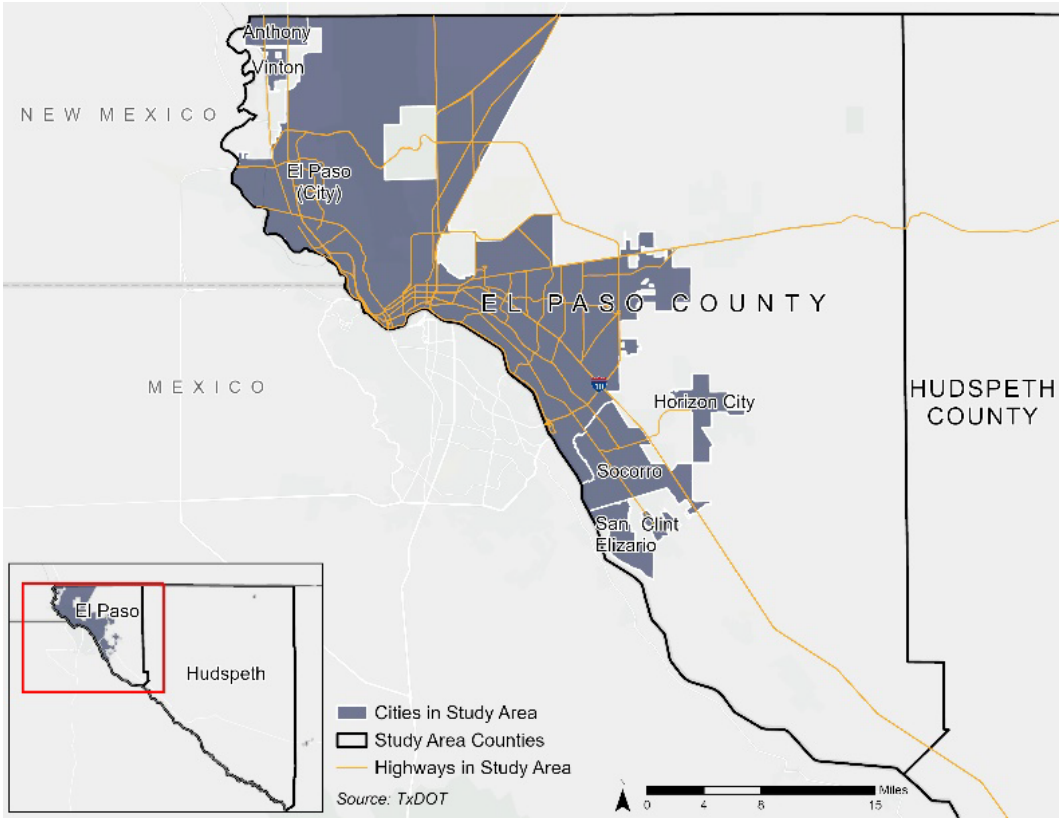


Figure 2. CAP Study Area

The El Paso region faces economic, environmental, and public health challenges due to the changing climate. Record heat, flash floods, drought, and fire pose risks for residents of the region. Triple-digit temperatures have become more frequent in the last 10 years, leading to summer blackouts as the regional electric utilities struggle to meet energy demands. In 2024, El Paso ranked among the most-polluted major U.S. cities.[2] The region is suffering a 20-year megadrought, and water supply from the Rio Grande is declining. Meanwhile, intense rainfall caused flash flood events in 2006, 2021, and most recently in July 2025. Recovering from events like these is more difficult for people facing other stressors. Nearly 65% of El Paso County and all of Hudspeth County census tracts are identified as LIDACs and face the burdens of poverty, low education, and poor health.[3] The counties score 0.98 and 0.99, respectively, on the Centers for Disease Control (CDC) Social Vulnerability Index, where 1 is the highest vulnerability.[4] El Paso residents facing these interconnected challenges are less able to adapt to environmental change. Working together to reduce climate pollution is necessary to protect residents from these risks now and in the future.

CAP Purpose and Scope

This CAP is an actionable roadmap for climate action that reflects the local context of the El Paso region. The CAP will support investment in policies, practices, and technologies that

[2] El Paso Matters. 2025, March 12. *El Paso's air quality ranks among worst in U.S. for dust pollution, driven by wind and weather*. https://elpasomatters.org/2025/03/12/el-paso-air-quality-rank-dust-pollution-wind-weather/
[3] Council on Environmental Quality. (2022). *Climate and Economic Justice Screening Tool 1.0*.
[4] Agency for Toxic Substances and Disease Registry (ATSDR). (2024). *CDC/ATSDR Social Vulnerability Index (SVI)*. February 7, 2024. https://www.atsdr.cdc.gov/placeandhealth/svi/index.html

reduce GHG emissions, increase climate resilience, spur economic growth, and enhance residents' quality of life.

The CAP is a culmination of a rigorous, sustained process that involves working across multiple levels of government, gathering meaningful community input, and conducting additional stakeholder outreach. With the PCAP as a springboard, the CAP:

- Updates and expands the inventory of local GHG emission sources and sinks
- Establishes ambitious and localized 2030 and 2050 GHG emission reduction targets
- Identifies a broad range of GHG mitigation and climate adaptation actions across primary economic sectors
- Assesses emissions benefits and other community benefits for each action
- Explores implementation authority, funding strategies, and workforce needs

In addition to reducing GHG emissions, the CAP actions offer other benefits to residents of the El Paso region. Implementing these actions can reduce energy costs, improve air quality, create high-quality jobs, improve public health, and enhance community cohesion. This CAP represents an opportunity for the El Paso region to meet current and future challenges and maximize benefits to all residents.

Approach to Developing the CAP

The City of El Paso (the City) is leading CAP development with a high-level approach that integrates regional coordination, data-driven planning, and equitable community engagement. The CAP builds on the foundation established through the PCAP, which was completed in spring 2024. The CAP is expected to be finalized in December 2025 in alignment with EPA's CPRG program timeline.

This CAP is the result of a collaborative planning process led by the City of El Paso through the Chihuahuan Desert Climate Collaborative (CDCC), with active participation from regional partners. These include the Towns of Anthony and Clint, Horizon City, the Cities of San Elizario and Socorro, the Village of Vinton, El Paso and Hudspeth Counties, the MPO, the Rio Grande Council of Governments, and Ysleta del Sur Pueblo. Partners have provided technical input, implementation expertise, and cross-jurisdictional coordination. Intra-governmental collaboration was supported through regular working group meetings, while localized needs were addressed through one-on-one discussions.

Meaningful public engagement remains a core element to the City's approach to climate planning. The City prioritized inclusive outreach to LIDACs through culturally responsive engagement strategies and trusted community-based partners. Led by Climate Fellows, engagement included bilingual workshops, virtual focus groups, youth events, and community pop-ups. Many engagement approaches and lessons learned from the PCAP process were refined and carried forward to make sure the CAP reflects technical analysis and lived experience.

This regional and equity-centered approach allows the CAP to identify the most impactful GHG reduction strategies and advance long-term community priorities, resilience goals, and funding-readiness for implementation.



02

Stakeholder Engagement

Artist: Jari WERC Alvarez

2. Stakeholder Engagement

Key Takeaways

- Strong regional coordination through the CDCC and Leadership Steering Committee (LSC) helped align local goals.
- Extensive community engagement reached over 3,000 people through bilingual meetings, surveys, and events.
- Targeted outreach by Climate Fellows and promotoras gathered input from hard-to-reach neighborhoods.
- Local community organizations and businesses helped shape and support the plan through climate summits.
- Engagement will continue after adoption, with updates and opportunities shared on the project website.

Intergovernmental and Interagency Coordination

Creating the CAP required significant coordination and input from all regional stakeholders to integrate CAP development with other planning efforts and to build an effective coalition for implementation. In April 2024, the CDCC—a regional partnership focused on advancing climate action and resilience in the region—was established. The CDCC brings together local governments, tribal nations, regional agencies, educational institutions, and community-based organizations to advance cross-sector coordination.

The City continued to coordinate with the LSC, which was established to align outcomes of the PCAP and CAP with regional goals. The LSC is a senior-level advisory group with representatives from multiple public entities including:

- City of El Paso
- City of San Elizario
- City of Socorro
- El Paso County
- El Paso Metropolitan Planning Organization
- Horizon City
- Hudspeth County
- Rio Grande Council of Governments
- Town of Anthony
- Town of Clint
- Village of Vinton
- Ysleta del Sur Pueblo

The LSC met throughout CAP development to review proposed measures and actions, prioritize actions, provide input on the project schedule, and exchange updates on ongoing programs and initiatives.

The project team also conducted one-on-one meetings with the City of El Paso City Councilors to brief them on CAP measures. Similarly, the City briefed other regional partners, including utility companies, regional transportation planning organizations, and county seats, on the CAP measures. Through the core engagement strategy of meeting people where they are, the City also met with key community institutions such as Eco El Paso, Community First Coalition,

Amanecer, the El Paso Chamber of Commerce, the El Paso Community Foundation, and the Paso del Norte Health Foundation.

Community Engagement

Engagement Objectives and Structure

Community engagement for the CAP was structured around five touchpoints or engagement series; four of the five series have been held so far. Each series includes two community meetings with an informational video and a survey to broaden access and participation. The engagement process was designed to educate, gather input, and collaboratively shape the CAP with residents. "Meeting-in-a-Box" sessions, facilitated by Climate Fellows, were conducted as part of each engagement series to engage residents in familiar settings. This approach supported inclusive participation by bringing the planning process directly to where people live.

- **Engagement Series #1 (Summer 2024):** Introduced the CAP, shared the project's goals and milestones, and provided an opportunity to meet the planning team. This series focused on building awareness and excitement at the project's launch.
- **Engagement Series #2 (Fall 2024):** Shared results from the region's GHG inventory and discussed how climate hazards impact communities. Community members were invited to share their lived experiences and local knowledge.
- **Engagement Series #3 (Early 2025):** Presented a set of draft climate measures and actions and gathered input from participants to help prioritize those most relevant to the region's needs.
- **Engagement Series #4 (Spring 2025):** Focused on understanding benefits most important to residents.
- **Engagement Series #5 (Summer 2025):** Will provide an opportunity to review the draft CAP and provide feedback on the actions, including identifying responsible parties, developing implementation timelines, and highlighting community benefits.

A range of outreach strategies was employed to promote each engagement opportunity. These included e-blasts to the project listserv, updates on the project website, social media posts, and door-to-door canvassing to reach residents. Paid, targeted social media advertisements were used to boost participation and reach a wider audience. Table 3 shows a summary of the number of people reached through the outreach process.

Table 3. Outreach Summary

Category	Series 1	Series 2	Series 3	Series 4
Meeting-in-a-Box and Tabling	400+ reached	500+ reached	600+ reached	100+ reached
Canvassing and Flyer Engagements	400+ engagements	800+ engagements	100+ engagements	100+ engagements
Email Newsletter Recipients	3,700 recipients	4,200 recipients	4,600 recipients	5,300 recipients

Social Media Engagements	325+	270+	170+	50+

All meeting and outreach materials were provided in English and Spanish for inclusivity and accessibility to the region's diverse communities. All information, including videos, meeting materials, summary documents, and surveys, are hosted on the project website to promote transparency and public access. In-person meetings were hosted at multiple locations across the region to capture diverse perspectives. This approach ensured that input reflected the priorities and experiences of residents from different communities. See Figure 3 for meeting locations.

Climate Lotería – Culturally relevant engagement methods were central to the engagement strategy. One such tool was Climate Lotería, an interactive, bilingual game inspired by the traditional Mexican game of Lotería (similar to Bingo). Designed to resonate with local traditions, it was used at pop-up events and community meetings to engage residents (especially families and youth) in a fun and accessible way. Each card highlighted a climate-related co-benefit, such as increased resilience, community cohesion, and public health. Participants used the game to identify co-benefits they valued most. By incorporating familiar imagery and language, Climate Lotería helped build trust and sparked meaningful conversations about climate action.



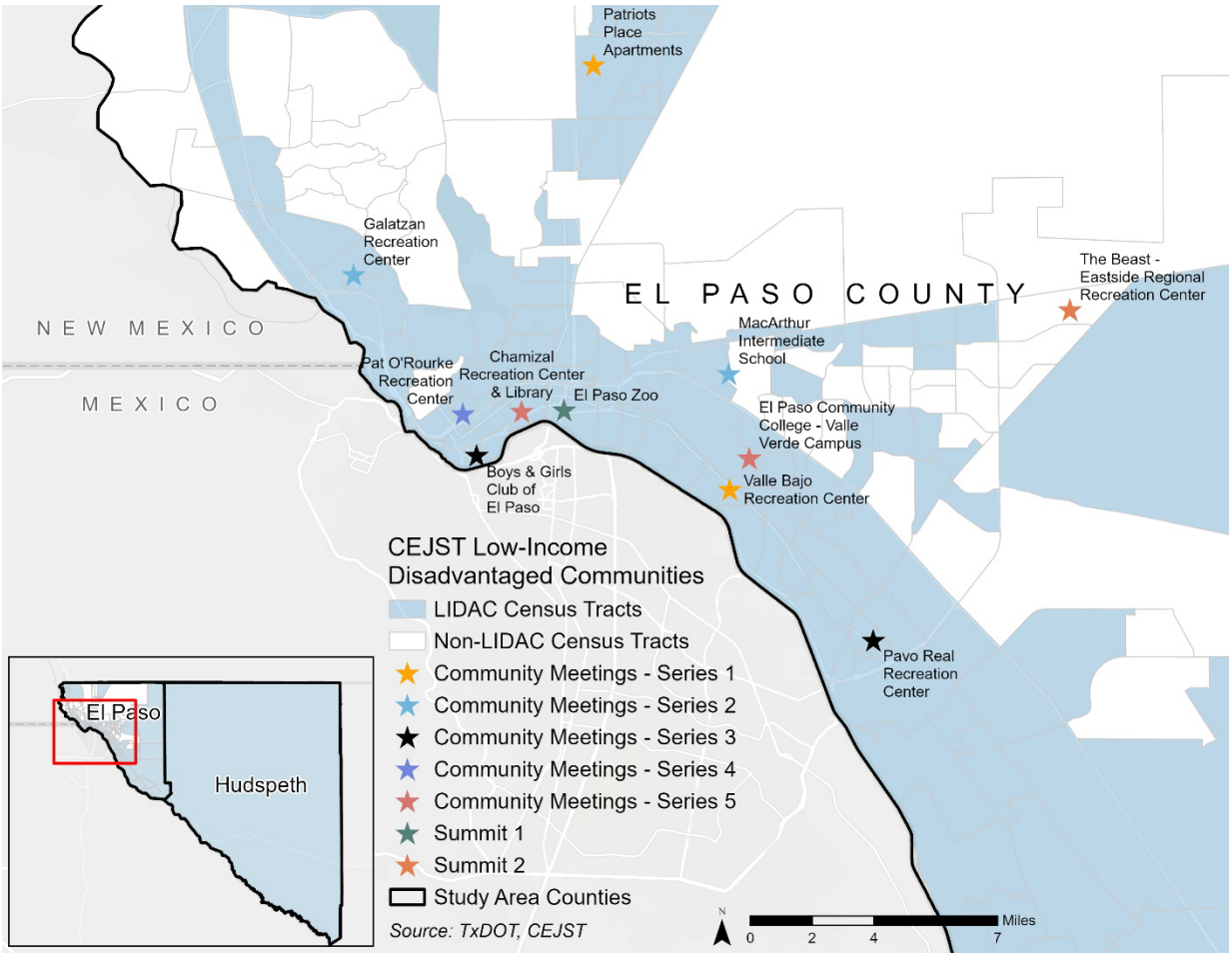


Figure 3. Community Meeting Locations

Figure 3 illustrates that community meetings were held throughout El Paso County, with a notably higher density in the City of El Paso. This includes Community Meetings Series 1 through 5, in addition to two summits held at El Paso Zoo and Eastside Regional Recreation Center. Community meetings and summits were held in ADA-accessible structures and engaged a variety of residents throughout the broader region.

Outcomes

As of June 18, 2025, nearly 2,400 unique community inputs were gathered. See Table 4 for a breakdown of participants by series.

Table 4. Number of People Engaged in the Planning Process

Series	Community Meeting Attendees	Survey Responses
Series 1	97	550
Series 2	124	193
Series 3	139	322
Series 4	102	285
Tailored Survey for Fellow and Promotora-Led Engagement	NA	1,226

Total	**462**	**2,576**

Figure 4 displays the ZIP codes of community meeting attendees, highlighting strong participation from areas that include multiple LIDAC-designated census tracts. Community meetings took place in a variety of centers throughout El Paso County, with attendees originating from ZIP codes throughout El Paso County and Hudspeth County, in addition to neighboring counties in New Mexico. Overall, 32 of 58 ZIP codes in El Paso and Hudspeth Counties were represented in the attendees at community meetings. Many of those ZIP codes overlap with CEJST LIDACs, as indicated in Figure 4.

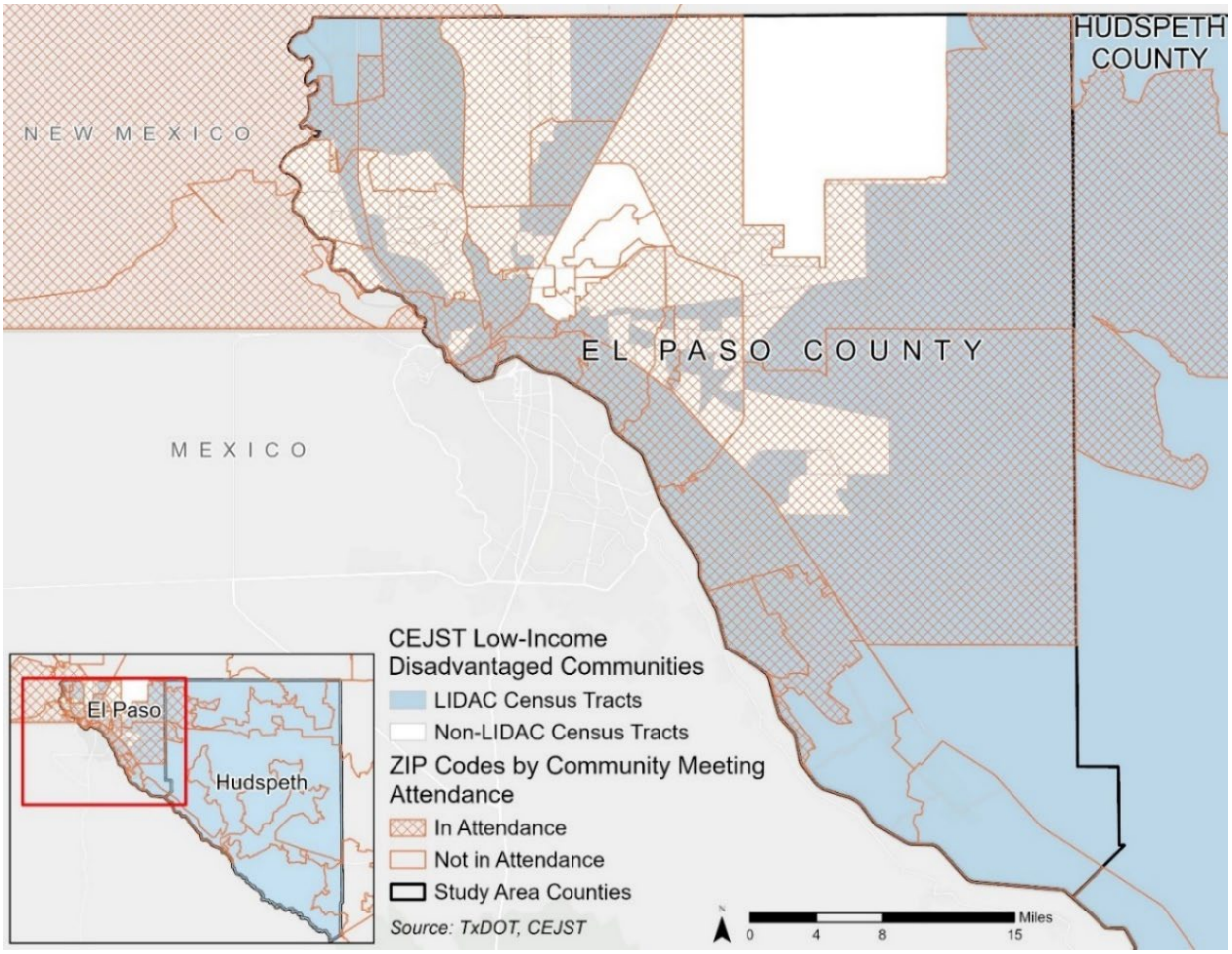


Figure 4. Community Meeting Attendee ZIP Codes

Figure 5 displays the number of survey respondents by ZIP code, highlighting strong participation from areas that include multiple LIDAC-designated census tracts. Several ZIP codes registered over 100 survey respondents, all of which overlap with CEJST LIDACs. These include the following ZIP Codes: 79902, 79912, 79924, 79927, 79928, 79936, and 79938. Overall, 52 ZIP codes throughout El Paso Count and Hudspeth County were represented in survey results, of which 38 registered more than one response.

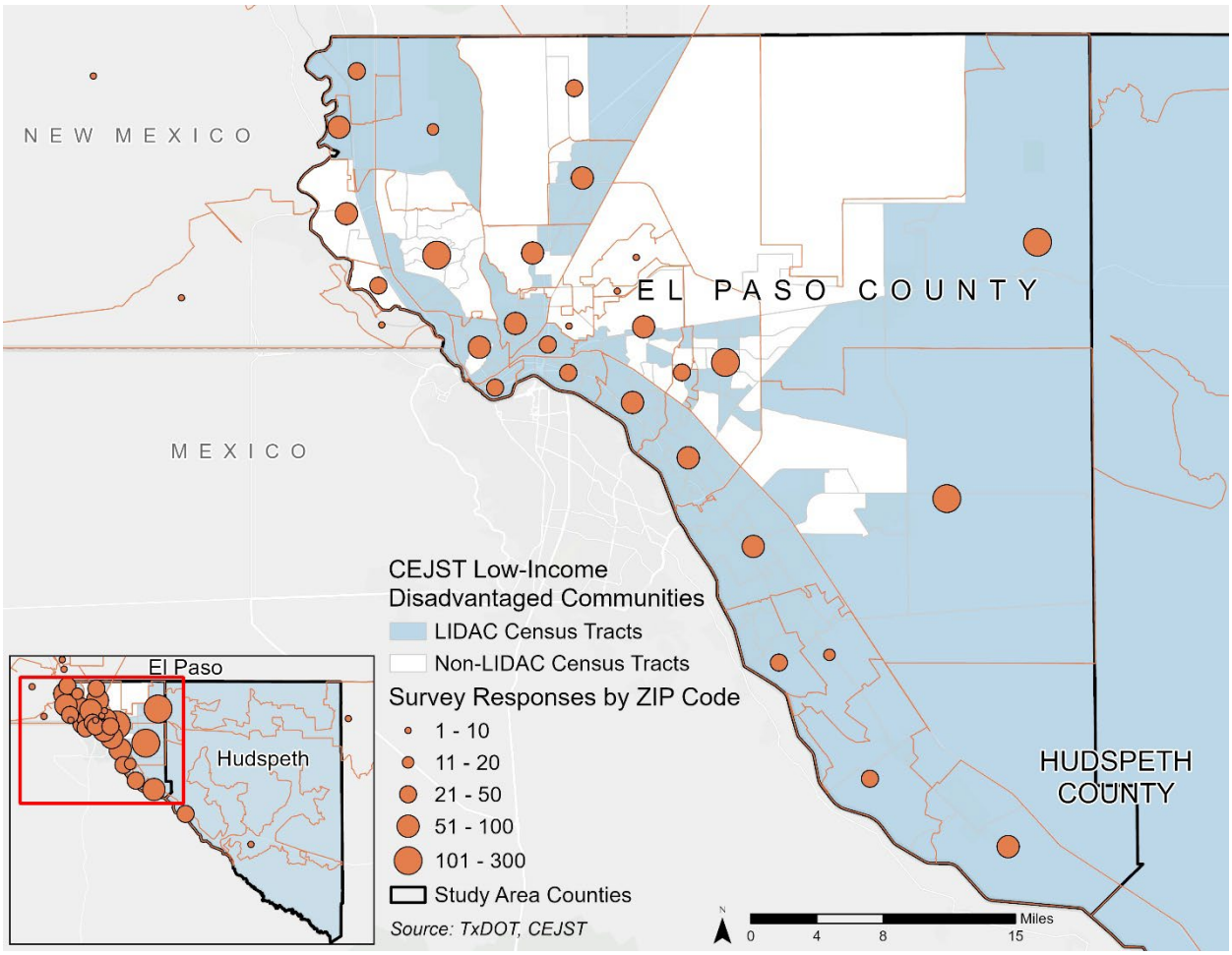


Figure 5. Number of Survey Responses by ZIP Code

Climate Action Summits

The City convened two Climate Action Summits to engage local businesses, nonprofit organizations, academic institutions, and other key partners, and a third is scheduled for August 2025. These summits serve as a platform to strengthen regional collaboration, align stakeholder priorities, and co-develop practical pathways for CAP implementation. The events were also designed to identify resource needs and opportunities to support CAP implementation through cross-sector partnerships.

Summit #1 – February 26, 2025: The first Climate Action Summit brought together more than 85 participants, including community leaders, academic institutions, business representatives, nonprofits, and civic organizations. The event provided a space for attendees to share current sustainability efforts, highlight successful environmental programs, and identify challenges to implementing green practices. The project team delivered an overview of the CAP development process and hosted a Q&A session to encourage dialogue. Participants offered feedback on the proposed measures and discussed how their organizations could support and align with CAP strategies.

Summit #2 – May 7, 2025: The second summit convened over 65 partners to review draft climate goals, public engagement findings, and case studies from regional climate initiatives. Following a brief presentation, participants engaged in an extended, facilitated work session

structured as a series of focus-group-style discussions. Conversations centered on opportunities to implement proposed climate actions, workforce development needs, and strategies to maximize the benefits of climate action for LIDACs.

The third and final Climate Action Summit is currently being planned for August 2025.

CDCC Climate Fellowship

The CDCC Climate Fellowship was established by the City as part of the CAP development process. The fellowship was designed to build local capacity for climate leadership by engaging emerging professionals from across the region. To date, 27 fellows have joined the program and are organized into nine teams, each consisting of three members.

The fellowship offers participants meaningful career-building opportunities in the field of climate action. Fellows contribute directly to the development and implementation of the CAP while gaining hands-on experience in community engagement, sustainability education, and climate-related outreach.

As part of their work, fellows collaborate with local partner organizations including the Frontera Land Alliance, El Paso Community Foundation, Eco El Paso, and various promotora groups. These partnerships help advance community engagement activities, promote climate literacy, and support outreach efforts that are grounded in local priorities and trusted networks.

Promotora Engagement

Promotoras are trained community health workers who serve as trusted messengers within their neighborhoods, particularly in Spanish-speaking and underserved communities. They play a critical role in advancing health equity and community wellbeing by connecting residents with resources and facilitating culturally responsive engagement. As part of the CAP development, the City partnered with the Texas Colonia Program to support targeted engagement in hard-to-reach areas across the region.

Through this partnership, promotoras and CDCC climate fellows carried out localized engagement activities to gather feedback in informal community settings. This approach allowed outreach teams to meet residents where they are (e.g., at community centers, neighborhood gatherings, and places of worship). Input was collected through a tailored survey to better understand local priorities, concerns, and barriers to climate action.

1,225 responses (423 English and 803 Spanish responses) across 62 ZIP codes in El Paso and surrounding areas were collected. The findings highlight that affordability is a central concern for residents, with high energy and water bills identified as the top household cost. Many respondents reported difficulty staying cool indoors due to unsafe temperatures, limited access to air conditioning, and inefficient housing. Financial assistance for utility bills, access to A/C units, weatherization upgrades, and expanded green space were among the most requested solutions.

While most participants had not experienced flooding, those who had reported property damage, transportation disruptions, and mold concerns. Top requests related to flooding included improved drainage, post-flood repair support, and better early warning systems. Homeowners prioritized A/C upgrades, insulation, and solar panel incentives, while renters emphasized the need for landlord participation and tenant protections.

Transportation barriers were also significant, with 89% relying on personal vehicles and many citing limited access to reliable public transit or safe walking and biking infrastructure. Residents expressed strong interest in expanded transportation options, carpooling, and safer sidewalks. Additional themes included demand for lighting, parks, and community gardens. Spanish-

speaking households expressed particularly urgent needs, and promotora outreach was validated as an effective engagement strategy.

These findings point to several clear opportunities for action through the CAP. Specific CAP actions—such as increasing access to energy efficiency upgrades and weatherization programs, expanding shade tree planting and green infrastructure, and improving drainage systems in flood-prone neighborhoods, directly align with community-identified needs. Actions that promote sustainable transportation and improve public transit coverage, sidewalks, and bike lanes can address key mobility barriers, particularly in underserved areas. If piloted and implemented with equity in mind, these actions can improve quality of life, reduce utility burdens, and strengthen household resilience, especially for the most vulnerable communities across the region.

Continued LIDAC Engagement

Following adoption of the CAP, the City and its partners remain committed to ongoing community engagement to guide implementation. Community members, businesses, and organizations will continue to play a vital role in advancing climate solutions through participation in grant-funded projects, program design, and policy feedback. Updates on implementation progress, funding opportunities, and ways to stay involved will be shared regularly on the project website. The website will serve as a central hub for resources, events, and feedback opportunities. This will help to maintain transparency and foster collaboration.

Visit the EPClimate website to learn more about the engagement activities completed during CAP development.





03

Greenhouse Gas Emission Inventory

Artist: Laura Turon

3. Greenhouse Gas Emissions Inventory

Key Findings

- The El Paso region used 2019 as a GHG inventory base year to reflect pre-COVID "business-as-usual" conditions; the inventory was developed using ICLEI – Local Governments for Sustainability's (ICLEI's) ClearPath tool and guidance from the U.S. Community Protocol.
- In 2019, the El Paso region's gross emissions were 7,572,602 metric tons of carbon dioxide equivalent ($MTCO_2e$), and net emissions were 7,419,432 $MTCO_2e$.
- Transportation is the largest emissions source, accounting for 48% of total emissions—mainly from on-road gasoline and diesel use.
- Building energy use (Commercial, Residential, and Industrial Energy sectors) generates 44% of total emissions, with most of these emissions coming from electricity (45%) and natural gas (36%) use.
- Forests and urban trees sequester approximately 2% of gross emissions, lowering net emissions.
- This section summarizes the development methodology and results for the El Paso region-wide comprehensive GHG inventory.

Inventory Methodology

The CAP region-wide GHG inventory includes major emissions sources within El Paso and Hudspeth Counties for calendar year 2019. The CAP GHG inventory is an update of the PCAP simplified GHG inventory and was developed following guidance from ICLEI's U.S. Community Protocol. [5] GHG emissions were calculated using a combination of empirical and modeled data in ICLEI's ClearPath GHG inventory tool; 2019 was selected as the base year because it best represents the most recent year with available data that also reflects "business-as-usual" community activities before the COVID-19 pandemic. The inventory includes the emissions sources presented in Table 5.

Table 5. GHG Emissions Sectors and Activities

Emissions Sector	Activities Included
Transportation	Gasoline and diesel use for on-road car and truck travel; gasoline, diesel, compressed natural gas (CNG), and liquefied petroleum gas (LPG) use in Sun Metro public transit buses; aviation gasoline use at El Paso International Airport and Fabens Airport; diesel use for passenger and freight rail travel; gasoline and diesel use for waterborne pleasure craft; and diesel, gasoline, CNG, and LPG use for other off-road equipment
Residential Energy	Stationary energy use in residential buildings, including electricity, natural gas, propane, and wood fuels

[5] ICLEI. (2024). *U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions.* https://icleiusa.org/us-community-protocol/

Emissions Sector	Activities Included
Commercial Energy	Stationary energy use in commercial buildings, including electricity, natural gas, fuel oil, propane, and wood fuels
Industrial Energy	Stationary energy use in industrial buildings, including electricity*, natural gas*, fuel oil, LPG, and gasoline fuels
Solid Waste	Fugitive emissions from solid waste landfills including the Greater El Paso Landfill, City of El Paso Landfill, Hudspeth County Dell City Landfill, and Hudspeth County Sierra Blanca Landfill
Wastewater	Process emissions from wastewater treatment and effluent discharge**
Process and Fugitive Emissions	Fugitive emissions from natural gas distribution and process emissions from industries, such as hydrogen production, petroleum refining, and iron and steel production
Agriculture	Emissions from livestock enteric fermentation, manure management, agricultural soils, and crop residue burning
Forests and Trees	Emissions and removals from forests and urban trees

**Industrial electricity and natural gas emissions are included in the Commercial sector due to limitations in data disaggregation*

***Electricity and natural gas emissions for water and wastewater treatment are included in the Commercial sector (the Wastewater sector only includes process emissions)*

Some emission sources are excluded from the inventory because they are minor and difficult to estimate, such as emissions from septic systems and composting processes. Additionally, some of the U.S. Army Fort Bliss facility emissions, such as non-utility fuel combustion, were excluded from the inventory because municipalities in the region have little authority to influence these operations. However, Fort Bliss natural gas and electricity use and emissions are reported in the Industrial Energy sector.

The activities included in the inventory produce the following GHGs:

- Carbon dioxide (CO_2)
- Methane (CH_4)
- Nitrous oxide (N_2O)

Activity data and emissions factors were collected for the activities listed in Table 5. The activity data (such as kilowatt-hours [kWh] used per year or miles traveled per year) was then multiplied by activity-specific GHG emissions factors (such as pounds of carbon dioxide produced per kilowatt-hour used) to calculate total GHG emissions produced by that activity. In developing the inventory, the Intergovernmental Panel on Climate Change (IPCC) Assessment Report 5 (AR5) 100-year global warming potential (GWP) values were used to convert the amount of different GHGs to $MTCO_2e$. Calculating GHG emissions typically follows this simplified formula:

Activity Data x Emissions Factor x 100-year GWP = Total Emissions in $MTCO_2e$

Activity data and emissions factors were gathered from various sources as shown in Table 6. Emissions sources were either directly reported, estimated, or downscaled per the “Data Locality Key” below.

Data Locality Key:

- Direct Reporting = Empirical activity data, such as total kWh used in the region, was reported directly from the electric utility
- Estimated = Emissions data was estimated using a bottom-up method and local, state, or national proxy data
- Downscaled = Emissions data was downscaled from state or national data

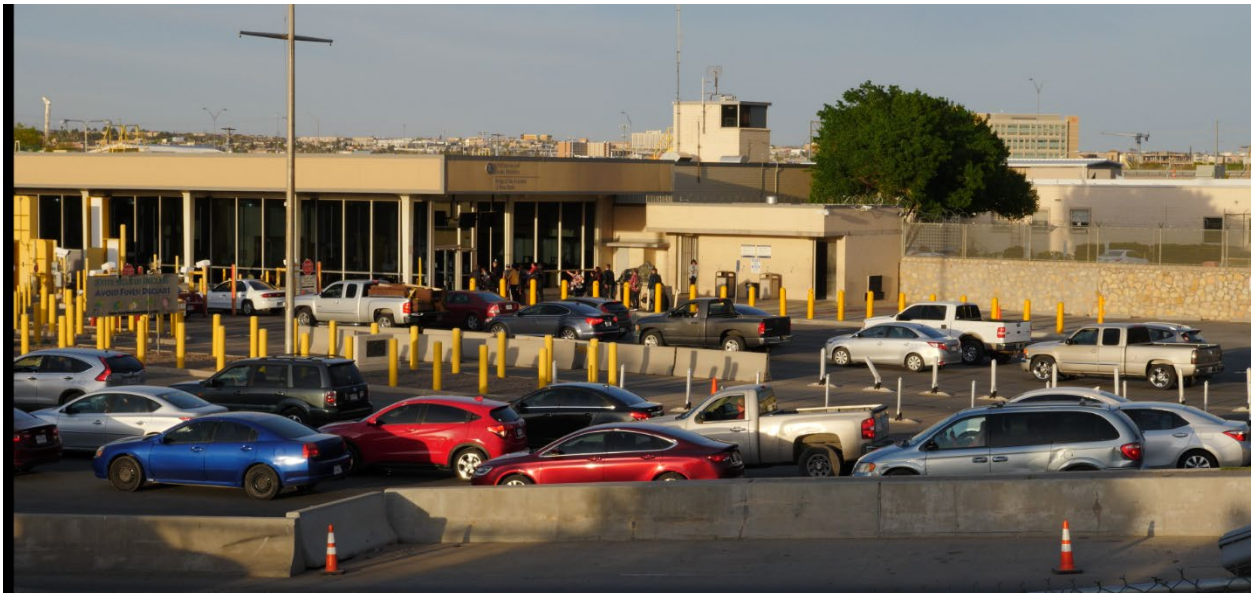


Table 6. GHG Emissions Inventory Data Sources

Emissions Source	Data Locality	Emissions Data Obtained	Emissions Data Source	Emissions Factor Source
On-road Transportation	Estimated	Vehicle miles traveled (VMT) for El Paso County gasoline and diesel vehicles using the origin-destination method (50% inbound, 50% outbound, and 100% in-boundary trips)	Google Environmental Insights Explorer (EIE) 2019 for VMT	ICLEI ClearPath 2019 U.S. National Defaults/U.S. EPA Emission Factor Hub
		VMT for Hudspeth County was estimated using El Paso County VMT per capita multiplied by Hudspeth County population	U.S. Census for population	
		Fuel economy and vehicle and/or fuel types	Fuel economy from Federal Highway Administration, vehicle types from U.S. Environmental Protection Agency (EPA) State Inventory Tool (SIT)	
Public Transit	Direct Reporting	Sun Metro compressed natural gas (CNG), liquefied petroleum gas (LPG) use, and VMT (Sun Metro gasoline and diesel use already included in On-road Transportation)	Sun Metro	ICLEI ClearPath 2019 U.S. National Defaults/U.S. EPA
Pleasure craft, passenger and freight rail, other off-road	Estimated	Greenhouse gas (GHG) emissions per emissions source at the county level	EPA National Emissions Inventory (NEI) 2020	EPA National Emissions Inventory

Emissions Source	Data Locality	Emissions Data Obtained	Emissions Data Source	Emissions Factor Source
Aviation – El Paso International Airport	Estimated	Aviation gasoline gallons per passenger average for U.S. Carriers	Bureau of Transportation Statistics gallons per passenger data	EPA Emission Factors Hub
		El Paso International Airport passengers (only accounted for 50% of total passengers to account for 50% of fuel use from arriving or departing flights)	El Paso International Airport for passenger data Assumed aviation gasoline for all fuel	
Aviation – Fabens Airport	Direct Reporting	Aviation gasoline for domestic passenger flights (gallons)	Fabens Airport	EPA Emission Factors Hub
Electricity*	Direct Reporting	Electricity use in megawatt hours (MWh) per sector	El Paso Electric (EPE) Utility Data 2019	EPE 2019 Corporate Sustainability Report
	Estimated	Average electricity use per household in Texas (kWh per household) Rio Grande Electric Co-op accounts	Energy Information Administration (EIA) data on electricity per household use in 2019 Number of accounts from Rio Grande (assigned all to residential)	EPA eGRID 2019 for Western Electric Coordinating Council (WECC) Southwest subregion
Natural Gas*	Direct Reporting	Natural gas use in therms	Texas Gas	CO_2 from EPA Emission Factors Hub, CH_4/N_2O from EPA Climate Leaders, Stationary Combustion Guidance (2008)

Emissions Source	Data Locality	Emissions Data Obtained	Emissions Data Source	Emissions Factor Source
Natural Gas Fugitive Emissions	Estimated	Natural gas use in therms	Texas Gas and default leakage rate from ClearPath	ICLEI ClearPath
Residential and Commercial Propane, Wood, Fuel Oil, Gasoline	Downscaled	Energy use in million British thermal units (MMBtu)	EIA 2019 Data	EPA
Industrial LPG, Distillate Fuel Oil, Propane, Gasoline	Direct Reporting	GHG emissions	EPA Facility Level Information on Greenhouse Gases Tool (FLIGHT) 2019**	EPA FLIGHT 2019
Landfilled Waste	Direct Reporting	Short tons of waste received by each landfill	Texas Commission on Environmental Quality 2019 Report: "Municipal Solid Waste in Texas: A Year in Review"	ICLEI ClearPath/EPA WARM model
	Estimated	Waste characterization	Texas Commission on Environmental Quality "Study on the Economic Impacts of Recycling, Final Report 2017"	
Potable Water Supply Electricity and Natural Gas Use* **	Direct Reporting	Energy use in kilowatt-hours (kWh) and therms	Jonathan Rogers Wate Treatment Plant, Kay Bailey Hutchison Water Treatment Plant, Upper Valley Water Plant, Roberston/Umbenhauer Water Treatment Plant	EPE 2019 Corporate Sustainability Report for Electricity CO_2 from EPA Emission Factors Hub, CH_4/N_2O from EPA Climate Leaders, Stationary Combustion

Emissions Source	Data Locality	Emissions Data Obtained	Emissions Data Source	Emissions Factor Source
				Guidance (2008) for natural gas
Wastewater Energy Use, Treatment, and Effluent* **	Estimated	El Paso wastewater treatment facilities process information (e.g., population served, daily nitrogen load, etc.)	Fred Hervey Water Reclamation Plant, John T. Hickerson Water Reclamation Facility, Haskell R. Street Wastewater Treatment Plant, Roberto Bustamante Wastewater Treatment Plant	ICLEI U.S. Community Protocol
		Hudspeth County population (assumed treatment processes were the same as El Paso)	U.S. Census	ICLEI U.S. Community Protocol
Process Emissions from Industries	Direct Reporting	GHG emissions for industrial facilities emitting over 25,000 $MTCO_2e$/year (includes Marathon El Paso Refinery and Vinton Steel)****	EPA FLIGHT 2019	EPA FLIGHT 2019
Agriculture	Estimated	GHG emissions at county level	United States Department of Agriculture (USDA) SIT Agriculture Module, USDA Census of Agriculture (2017)	USDA SIT Agriculture Module

Emissions Source	Data Locality	Emissions Data Obtained	Emissions Data Source	Emissions Factor Source
Forests and Trees	Estimated	GHG emissions and removals	ICLEI Land Emissions and Removals Navigator (LEARN) Tool	ICLEI LEARN Tool

** Industrial electricity and natural gas emissions are included in the Commercial sector*

***EPA FLIGHT emissions are calculated using AR4 GWPs, not AR5 like the rest of the inventory emissions*

****Though potable water and wastewater electricity and natural gas use information was collected, all energy-related emissions information is included in the Commercial sector*

*****Industrial facilities generating less than 25,000 $MTCO_2e$/year are not included due to lack of data*

Inventory Results

Emissions inventory totals can be represented as gross emissions or as net emissions. For the EPA's U.S. GHG Inventory, the gross emissions total includes all relevant emissions sources except emissions and removals from Land Use, Land-Use Change, and Forestry (LULUCF), and the net emissions total includes emissions and removals from LULUCF. For the El Paso region GHG inventory totals, gross emissions exclude emissions and removals from Forests and Trees, while net emissions include emissions and removals from Forests and Trees.[6]

In calendar year 2019, the El Paso region's gross emissions were 7,572,602 $MTCO_2e$ and net emissions were 7,419,432 $MTCO_2e$ as shown in Figure 6 and Table 7.

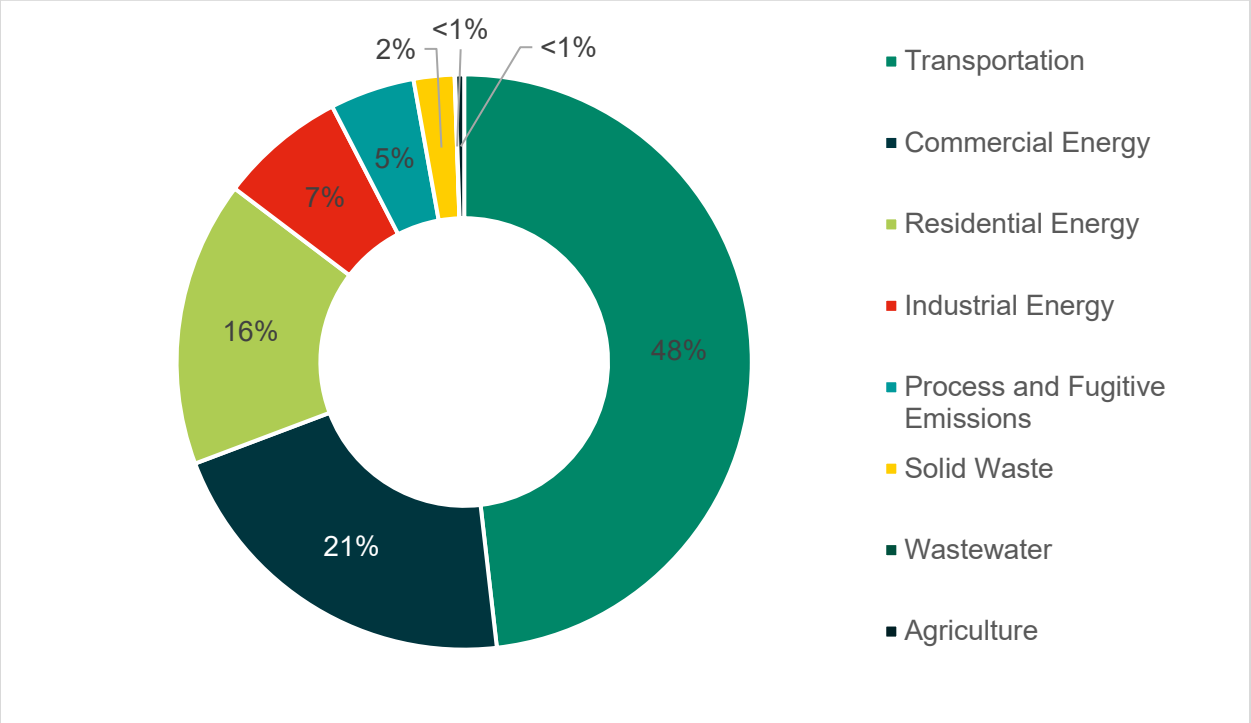


Figure 6. 2019 GHG Emissions by Sector

Table 7. 2019 GHG Emissions Inventory by Sector[7]

Sector	2019 GHG Emissions ($MTCO_2e$)	% of Total Gross Emissions
Transportation	3,648,902	48%
Commercial Energy*	1,595,866	21%
Residential Energy	1,215,221	16%
Industrial Energy*	538,007	7%

[6] GHG inventories are calculated this way as GHG targets are set on both net and gross basis. Additionally, calculating gross and net emissions helps identify how much emissions an entity is generating versus removing.

[7] A table of GHG emissions by EPA-specific emissions sectors can be found in Appendix A

Sector	2019 GHG Emissions ($MTCO_2e$)	% of Total Gross Emissions
Process and Fugitive Emissions	360,451	5%
Solid Waste	173,915	2%
Wastewater	2,210	<1%
Agriculture	38,030	<1%
Gross Emissions (Excluding Forest and Trees)	**7,572,602**	**100%**
Forests and Tree Emissions	561	NA
Forest and Tree Removals	-153,731	NA
Net Emissions (Including Forest and Trees)	**7,419,432**	**NA**
***Commercial and Industrial electricity and natural gas use could not be disaggregated – the associated emissions are included in the Commercial Energy sector**		

Table 8 shows GHG emissions by specific activity type (a full inventory by GHG and by EPA emissions sectors is in Appendix A).

Table 8. 2019 GHG Emissions Inventory by Sector and Subsector

Sector and Activity Type	MTCO2e*	% of Gross Emissions
Transportation	3,648,902	48%
On-Road Gasoline, Diesel, compressed natural gas (CNG), and liquefied petroleum gas (LPG)	3,328,855	44%
Aviation Gasoline	267,496	4%
Freight Rail Diesel	39,579	1%
Other Off-road Gas, Diesel, CNG, LPG	11,401	<1%
Passenger Rail Diesel	1,409	<1%
Pleasure Craft Diesel and Gasoline	162	<1%
Commercial Energy	1,595,866	21%
Electricity**	968,833	13%
Natural Gas**	584,090	8%
Distillate Fuel Oil No. 2	26,996	<1%

Sector and Activity Type	MTCO2e*	% of Gross Emissions
Propane/LPG	15,816	<1%
Wood	131	<1%
Residential Energy	1,215,221	16%
Natural Gas	621,835	8%
Electricity	556,660	7%
Propane/LPG	36,004	<1%
Wood	722	<1%
Industrial Energy	538,007	7%
Propane/LPG	536,285	7%
Distillate Fuel Oil No. 2	1,686	<1%
Gasoline	36	<1%
Process and Fugitive Emissions	360,451	5%
Petroleum Refining Processes	249,713	3%
Hydrogen Production Processes	39,669	1%
Fugitive Natural Gas Distribution	39,337	1%
Iron and Steel Production Processes	31,731	<1%
Solid Waste	173,915	2%
Landfilled Waste	173,915	2%
Agriculture	38,030	1%
Livestock Enteric Fermentation, Agricultural Soils, and Manure Management	38,030	1%
Crop Residue Burning	<1	<1%
Water and Wastewater	2,210	<1%
Wastewater Treatment and Discharge	2,210	<1%
Forest and Trees	(153,170)	NA
Forests and Tree Emissions	561	NA
Forest and Tree Removals	(153,731)	NA

Sector and Activity Type	MTCO2e*	% of Gross Emissions
Gross Emissions (Excluding Forest and Trees)	**7,572,602**	**100%**
Net Emissions (Including Forests and Trees)	**7,419,432**	**NA**

**Totals may not sum due to rounding*

***Commercial and Industrial natural gas and electricity use could not be disaggregated – the associated emissions are reflected in the Commercial Energy sector. Additionally, all data center energy use is included in the Commercial Energy sector.*

Key findings from GHG inventory development include:

- Most of the region's emissions are from the Transportation sector (48%) and the Commercial, Residential, and Industrial Energy sectors (44%).
- Waste-related emissions from solid waste and wastewater treatment and disposal generate <3% of total emissions.
- Carbon sequestration from forest and trees reduces gross emissions by 2%.
- On-road fuel use from cars and trucks contributes the most to Transportation sector emissions and generates 44% of total emissions.
- Electricity use generates 20% of total emissions, primarily due to the use of fossil fuels to generate electricity for the regional electric grid.
- Natural gas generates 16% of total emissions, and is primarily used for space and water heating, cooking, and industrial processes.
- As the electric and natural gas utilities could not disaggregate industrial electricity and natural gas from the Commercial Energy sector, the industrial electricity and natural gas use and associated emissions are aggregated under the Commercial Energy sector.Therefore, the Commercial Energy emissions appear to be larger and Industrial Energy emissions appear to be smaller than actual.

The inventory reveals which sectors and activities generate most of the region's emissions. Regional emissions are then forecast under a business-as-usual scenario to determine how these emissions sources may change over time and to identify effective climate actions.



04

Greenhouse Gas Emission Projections

Artist: Jesus 'Cimi' Alvarado

4. Greenhouse Gas Emissions Projections

Key Findings

- The business-as-usual emissions projection scenario assumes no new local climate action but integrates existing state and federal policies and market trends.
- In the business-as-usual scenario, gross emissions decrease 44% from 2019 to 2050 and net emissions decrease 45%.
- The decrease in total emissions is mainly due to emissions reductions in the Transportation, Commercial Energy, and Residential Energy sectors.

Emissions Projections Methodology

While the 2019 inventory provides a snapshot of the region's GHG emissions, it is important to understand how GHG emissions may change in the future. The El Paso region's 2019 GHG emissions were projected to 2050 under a "business-as-usual" scenario for which existing state and national legislation and market trends were considered, but assuming the El Paso region will not take further action to reduce emissions. For each emission source, the activity data and/or emissions factors were assigned growth indicators (see Table 9).

Table 9. El Paso Region GHG Forecast Growth Indicators

Emission Source/Emission Factor	Growth Indicator	Source of Growth Indicator
Electricity Emissions Factor	El Paso Electric (EPE) Electricity Emission Factor Projection	EPE Corporate Sustainability Reports
On-Road Transportation Emissions Factors	Transportation Corporate Average Fuel Economy (CAFE) standards	ICLEI/Center for Climate and Energy Solutions
Transportation Electric Vehicle (EV) Adoption	EV adoption rates for Texas	Rocky Mountain Institute's Energy Policy Simulator
On-Road, Aviation, Rail, Waterborne, and Off-Road Fuel Use	El Paso County Population Growth Rate*	City of El Paso/U.S. Census
Residential and Commercial Energy Use	El Paso County Population Growth Rate*	City of El Paso/U.S. Census
Industrial Energy Use	No Change	NA
Natural Gas Fugitive Emissions	El Paso County Population Growth Rate*	City of El Paso/U.S. Census
Industrial Process Emissions	No Change	NA
Solid Waste Tonnage	El Paso County Population Growth Rate*	City of El Paso/U.S. Census

Emission Source/Emission Factor	Growth Indicator	Source of Growth Indicator
Wastewater Population Served	El Paso County Population Growth Rate*	City of El Paso/U.S. Census
Agriculture Emissions	No Change	NA
Forest and Trees Emissions	No Change	NA

**** Hudspeth County population growth had minimal or negligible impact compared to El Paso County***

Emissions were held constant for the Industrial Energy, Industrial Processes, Agriculture, and Forest and Tree sectors because those activities were not expected to change significantly and/or appropriate growth indicators were not available. The Transportation sector forecast integrates the impacts of population growth on travel, federal Corporate Average Fuel Economy (CAFE) standards on vehicle fuel efficiency, and additional electric vehicle (EV) adoption impacts from federal programs and funding. Additionally, the electricity emissions factor was forecast using El Paso Electric's (EPE's) goals of 80% clean energy by 2035 and 100% clean energy by 2045. This forecast assumes that all electricity provided to the El Paso region from EPE will produce zero GHG emissions in 2045. After the growth indicators were collected, the emissions forecasts were developed using ICLEI USA's ClearPath tool.

Emissions Projections Results

Table 10 shows GHG emissions projections from 2019 to 2030 and 2050, and the percent change in emissions from 2019 to 2050.

Table 10. El Paso Region GHG Projections

Sector	2019 GHG Emissions (MTCO2e)	2030 GHG Emissions (MTCO2e)	2050 GHG Emissions (MTCO2e)	% Change 2019-2050
Transportation	3,648,902	2,813,829	1,646,782	-55%
Commercial Energy*	1,595,866	1,295,764	694,607	-56%
Residential Energy	1,215,221	1,060,002	729,532	-40%
Industrial Energy*	538,007	538,007	538,007	No Change
Process and Fugitive Emissions	360,451	362,720	364,690	1%
Solid Waste	173,915	183,949	192,657	11%
Wastewater	2,210	2,338	2,448	11%

Sector	2019 GHG Emissions (MTCO2e)	2030 GHG Emissions (MTCO2e)	2050 GHG Emissions (MTCO2e)	% Change 2019-2050
Agriculture	38,030	38,030	38,030	No Change
Gross Emissions (Excluding Forests and Trees)	7,572,602	6,294,639	4,206,754	-44%
Forests and Tree Emissions	561	561	561	No Change
Forest and Tree Removals	(153,731)	(153,731)	(153,731)	No Change
Net Emissions (Including Forests and Trees)	7,419,432	6,141,469	4,053,584	-45%

*** Commercial and Industrial electricity and natural gas use could not be disaggregated; the associated emissions are included in the Commercial Energy sector**

Gross emissions (excluding Forests and Trees) decreased 44% from 2019 to 2050 and net emissions (including Forests and Trees) decreased 45%. This is mainly due to emissions reductions in the Transportation, Commercial Energy, and Residential Energy sectors. Transportation emissions decreased 55% due to the assumed increase in market-driven EV adoption in Texas and an increase in new vehicle fuel efficiency. Commercial and Residential Energy emissions decreased 40% to 56% due to EPE producing 100% clean energy by 2045, meaning that any electricity used in these sectors will produce zero GHG emissions by 2050.

These results show that if the El Paso region does not take any further climate action, regional emissions could be reduced by approximately half by 2050. This information was then used to inform regional GHG reduction targets and climate action development.



05

Greenhouse Gas Reduction Targets

Artist: Janet Lofquist

5. Greenhouse Gas Reduction Targets

Key Takeaways

- The CAP establishes an ambitious target and a localized reduction target for the region. The ambitious target is based on scientific best practices, and the localized target represents the reductions that can be achieved if El Paso fully implements the climate actions outlined in this CAP.
- The ambitious target is 50% emissions reduction below 2019 levels by 2030 and net zero by 2050.
- The localized GHG reduction target is 21% emissions reduction below 2019 levels by 2030 and 67% by 2050.
- The CAP actions alone will not meet the ambitious target without significant external support, such as from state and federal governments, as major emission sources fall partly or entirely outside the control of local or regional governing bodies.

The United Nations IPCC—the leading international body for assessing climate science—noted that more severe climate impacts could be avoided if global warming were limited to 1.5 degrees Celsius (°C) (or 2.7 degrees Fahrenheit [°F]) above pre-industrial levels. To achieve this, global anthropogenic CO2 levels need to decrease by at least 45% from 2010 levels by 2030 and reach net zero (i.e., balance the emissions produced and removed from the atmosphere) by 2050.

In line with scientific best practice, the El Paso region developed an ambitious, regional GHG reduction target to address the warming effect that will have significant consequences on the health and wellbeing of its people and future generations. As the El Paso region does not have a 2010 baseline of emissions to align with the IPCC base year, the 2019 GHG inventory was used because it represents the most recent year with available data that also reflects "business-as-usual" community activities before the COVID-19 pandemic. The regional ambitious target is as follows:

Ambitious GHG Reduction Target

1. Reduce economy-wide gross emissions 50% below 2019 levels by 2030
2. Reach net-zero economy-wide emissions by 2050

The top-down nature of the ambitious global target established under IPCC guidance means it may not be achievable given its aggressive nature nor fully applicable to the local governments' sphere of influence. For example, many emissions sources may be outside of the region's direct control, such as from industrial activities. El Paso recognizes the importance of setting actionable, achievable targets alongside the ambitious target to demonstrate progress in mitigating climate change and ensure these targets are representative of the local context. To do so, the region has used a bottom-up approach to model the GHG reductions of CAP actions and set targets based on those potential reductions. The localized target therefore represents the cumulative emissions reduction the El Paso CAP actions can achieve in 2030 and 2050. The localized target is as follows:

Localized GHG Reduction Target

1. Reduce economy-wide gross emissions 21% below 2019 levels by 2030
2. Reduce economy-wide gross emissions 67% below 2019 levels by 2050

Table 11 and Figure 7 display the region's business-as-usual emissions, ambitious target emissions trajectory, and localized target emissions trajectory.

Table 11. GHG Reduction Targets Projected Emissions ($MTCO_2e$)

Projected Gross Emissions	2019	2030	2050
Business-as-usual	7,572,602	6,294,639 (17% below 2019)	4,206,754 (44% below 2019)
Ambitious Target	7,572,602	3,786,301 (50% below 2019)	Net Zero
Localized Target	7,572,602	5,966,787 (21% below 2019)	2,534,440 (67% below 2019)

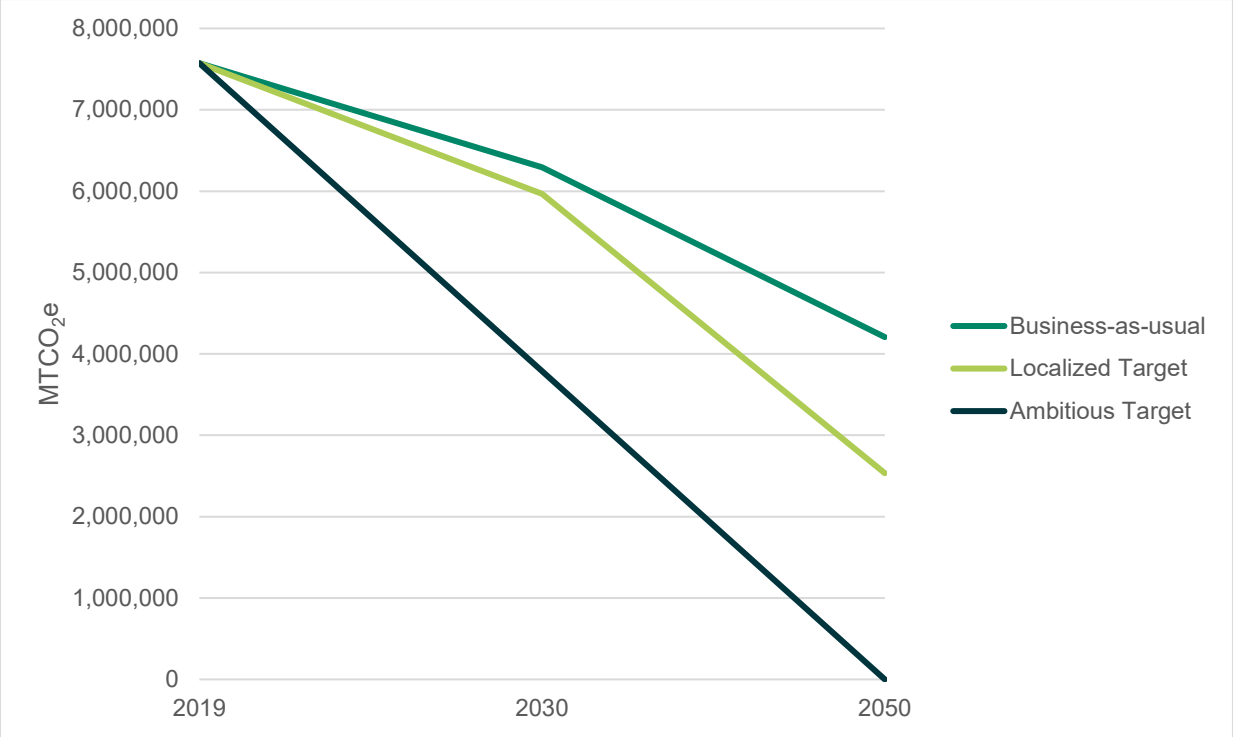


Figure 7. GHG Reduction Targets

Because the localized target was established by summing all the CAP action GHG reductions, it also represents the region's action implementation scenario, or the GHG levels that could be reached if all CAP actions were implemented. Under this scenario, the region will reach a 21% reduction compared to 2019 levels by 2030 and a 67% reduction by 2050. As the ambitious reduction target is 50% by 2030 and net zero by 2050, the CAP actions alone will not meet the ambitious targets. This outcome is common in local and regional climate action planning for which most major emission sources fall partly or entirely outside the control of local or regional governing bodies. Therefore, the GHG reduction gap between the localized target/CAP action

implementation scenario and ambitious target requires additional action from regional, state, and/or federal partners.

If all CAP actions are implemented, most 2050 remaining emissions would be from the Transportation (26%), Commercial Energy (21%), and Industrial Energy (18%) sectors. These sectors are more challenging for local governments to decarbonize because they lack regulatory authority over private vehicle purchasing decisions and commercial/industrial processes. For example, not all ports of entry can be influenced by El Paso regional governments; the federal government and City of Juárez also exert regulatory and authoritative control over some ports in the region. Therefore, the El Paso region will need to acquire additional external partnerships and assistance to address these remaining sectors and meet the net zero target.

See Appendix A for a detailed methodology on developing the action/localized target GHG reductions.





06

Co-Pollutant Inventory and Projections

Artist: Mitsu Overstreet

6. Co-pollutant Inventory and Projections

Key Findings

- Co-pollutants include criteria air pollutants (CAPs) and hazardous air pollutants (HAPs) regulated under the Clean Air Act.
- The El Paso region's 2019 co-pollutant inventory is based on EPA's 2017 National Emissions Inventory (NEI).
- The largest co-pollutant sources are highway vehicles, off-highway equipment, and natural sources like vegetation and soils.
- Co-pollutant emissions are projected to decline through 2050.

Co-pollutants include CAPs and HAPs.[8] The Clean Air Act requires the EPA to set National Ambient Air Quality Standards (NAAQS) for CAPs which include carbon monoxide, lead, ground-level ozone, nitrogen dioxide, particulate matter, and sulfur dioxide. These pollutants are found all over the United States and can harm public health, the environment and cause property damage. HAPs are other pollutants beyond the six CAPs that are known or suspected to cause cancer and other health effects, as well as adverse environmental effects. There are almost 200 HAPs, including benzene, formaldehyde, and methylene chloride.

Data on co-pollutant emissions generated in El Paso and Hudspeth Counties was gathered from the EPA's 2017 NEI. The NEI is based primarily on data provided by state, local, and tribal air agencies for sources in their jurisdictions and supplemented by data developed by the EPA. These 2017 activities serve as a proxy for 2019 base year activities because it is the latest year prior to 2019 for which data is available. The co-pollutants quantified in the NEI also include CAP precursors such as volatile organic compounds—a precursor to ozone—and ammonia—a precursor to particulate matter (levels of ozone and lead are not included in the NEI).

Emissions of CAPs were quantified for various activities including building fuel combustion, electricity generation, vehicle travel, and industrial processes, among others. HAP emissions were quantified for electricity generation and airport activities. A summary of the El Paso region's 2019 co-pollutant emissions is included in Table 12 and Figure 8 shows 2019 co-pollutant emissions by activity. Most co-pollutant emissions are generated by activities associated with highway vehicles, natural resources such as vegetation and soils, and off-highway vehicles and equipment.

Table 12. El Paso Region 2019 Co-pollutant Emissions

Co-Pollutants	Short Tons
Ammonia (NH_3)	2,383
Carbon Monoxide (CO)	72,083
Nitrogen Oxides (NOx)	19,105
Particulate Matter (PM10)	14,299
Particulate Matter (PM2.5)	2,718

[8] U.S. Environmental Protection Agency. (n.d.). *Criteria air pollutants.* https://www.epa.gov/criteria-air-pollutants

Co-Pollutants	Short Tons
Sulfur Dioxide (SO_2)	2,205
Volatile Organic Compounds (VOCs)	49,699
Hazardous Air Pollutants (HAPs)	46

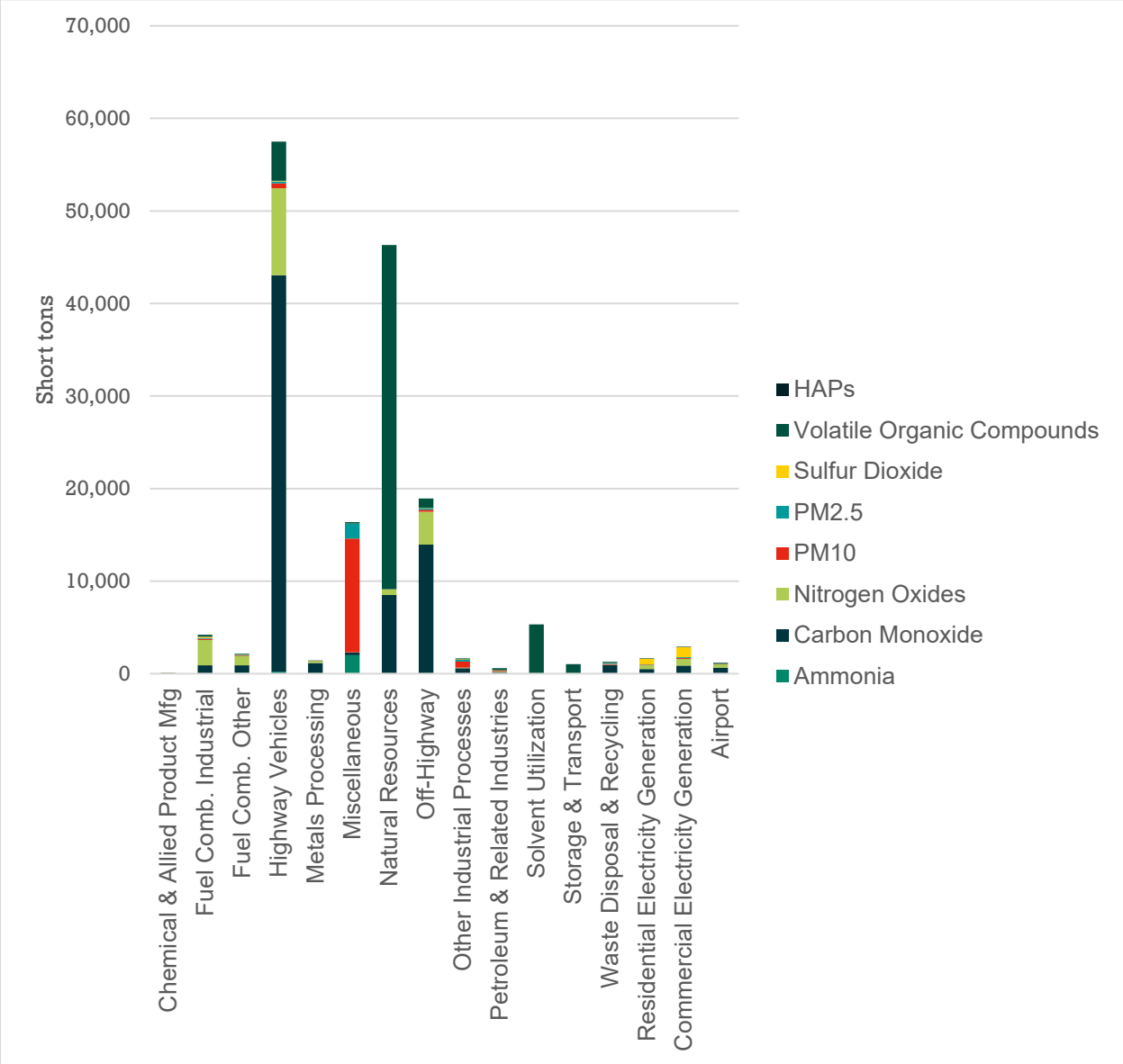


Figure 8. 2019 Co-pollutant Emissions by Activity[9]

Business-as-usual co-pollutant projections are based on the forecasted change in activity associated with the source of the co-pollutant or a proxy for that activity (e.g., change in vehicle

[9] Miscellaneous emissions include "Non-Industrial Not Included Elsewhere" emissions such agricultural silage, cremation, and residential charcoal grilling.

miles traveled or population). The co-pollutant activities and growth indicators are listed in Table 13. The co-pollutant activities that have “No Change” as their growth indicator, such as industrial activities, are not expected to change significantly or applicable growth indicators were not available.

Table 13. Co-pollutant Activities and Growth Rates

Activity	Growth Indicators
Chemical and Allied Product Manufacturing	No Change
Fuel Combustion Industrial	No Change
Fuel Combustion Other*	El Paso County Population Growth
Highway Vehicles	El Paso Region Vehicle Miles Traveled Growth Rates, Transportation Corporate Average Fuel Economy (CAFE) Standards, Texas EV Adoption Rates
Metals Processing	No Change
Miscellaneous	No Change
Natural Resources	No Change
Off-Highway*	El Paso County Population Growth
Other Industrial Processes	No Change
Petroleum & Related Industries	No Change
Solvent Utilization	No Change
Storage and Transport	El Paso Region Vehicle Miles Traveled Growth Rates
Waste Disposal and Recycling*	El Paso County Population Growth
Electricity Generation – Residential**	EPE Electricity Emissions Factor Projection, El Paso County Population Growth
Electricity Generation – Commercial**	EPE Emissions Factor Projection, El Paso County Population Growth
Electricity Generation – Industrial**	No Change
Airport*	El Paso County Population Growth

** Hudspeth County population growth had minimal/negligible impact compared to El Paso County*

*** This accounts for all co-pollutants generated due to in-region electricity use, even if co-pollutants are produced outside of the region*

Using the growth indicators in Table 13, co-pollutant emissions were forecast from 2019 to 2050 as shown in Table 14 and Figure 9.

Table 14. El Paso Region Co-pollutant Forecasts

Co-Pollutant	2019	2030	2050
Ammonia	2,383	2,316	2,226
Carbon Monoxide	72,083	60,941	47,405
Nitrogen Oxides	19,105	16,521	13,258
Particulate Matter (PM)10	14,299	14,133	13,905
PM2.5	2,718	2,639	2,530
Sulfur Dioxide	2,205	1,642	475
Volatile Organic Compounds	49,699	48,734	47,625
Hazardous Air Pollutants (HAPs)	46	29	34

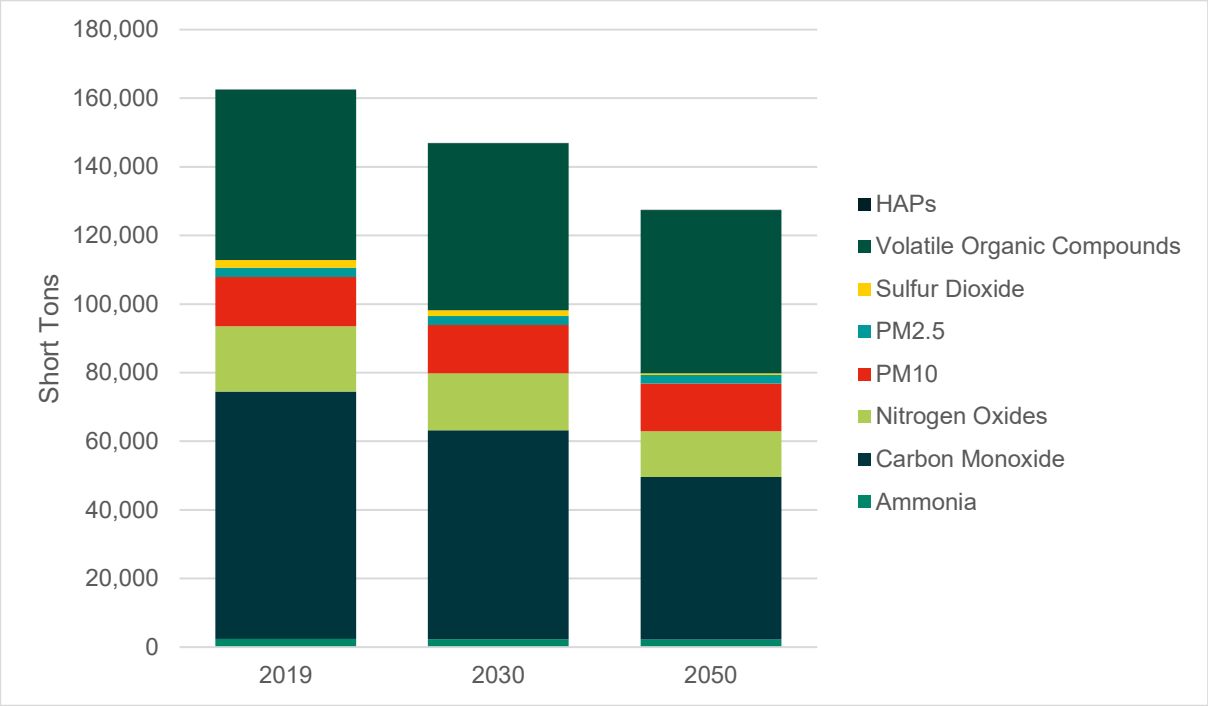


Figure 9. El Paso Region Co-pollutant Forecasts

Quantified estimates of co-pollutant reductions associated with each CAP action are included in the Climate Actions chapter. Appendix B presents the Climate Action co-pollutant reduction methodology.



07

Climate Vulnerability Assessment

Artist: Creative Kids, Inc.

7. Climate Vulnerability Assessment

Key Takeaways

- Extreme heat and drought are the most widespread and severe climate hazards, impacting nearly all asset types and communities in the region.
- 90% of critical facilities (e.g., schools, medical centers, and community centers) are highly vulnerable to extreme heat, posing risks to health and service delivery.
- Transportation infrastructure is most vulnerable to heat and flooding, with over 70% of roadways and 65% of railways vulnerable to extreme heat and 23% of bridges vulnerable to flooding.
- Socially vulnerable communities, including LIDACs and Ysleta del Sur Pueblo, are nearly universally vulnerable to heat (96%) and drought (100%).
- Flooding risk is rising, with the 100-year floodplain projected to nearly double in size by 2050, threatening infrastructure like bridges and ports of entry.
- Recreational areas and natural spaces are highly vulnerable to heat (88%) and drought (73%), impacting public health, habitats, biodiversity, and quality of life.
- Despite projected climate vulnerabilities, both existing and recommended resilience strategies (e.g., flood planning, drought contingency, and urban heat island studies) offer a solid foundation for adaptation. See the Climate Actions chapter to find all strategies to increase resilience.

The El Paso region is facing increasing threats from climate change hazards, with recent severe flooding in 2021, an extended drought between 2020 and 2022, and record-breaking heat waves in 2023. These hazards disproportionately impact low-income and socially vulnerable communities, who may have lower capacity to respond to and recover from unexpected shocks. This chapter summarizes the climate vulnerability assessment conducted for the CAP, with the full assessment provided in Appendix C: Vulnerability Assessment .

Climate vulnerability describes the degree to which physical and socioeconomic systems are susceptible to the impacts of climate change. This assessment identifies specific infrastructure assets and communities most likely to be impacted by climate hazards, including flooding, extreme heat, drought, wildfire, and wind. It also serves as the basis for developing climate adaptation actions.

Climate Hazards

As a result of rising GHG emissions, average global temperatures are warming, leading to both increased heat as well as secondary impacts such as more extreme precipitation, drought, inland flooding, and heightened wildfire risk in El Paso. Based on past climate hazards in the El Paso region and stakeholder feedback, the CAP selected the following hazards for evaluation in the vulnerability assessment.

Flooding. Flash flooding poses a significant threat to the El Paso region. Historically (1976 to 2005), El Paso has received approximately 8 inches of rainfall annually.[10] This rain is often delivered in intense bursts, with 2 to 4 inches falling in a 2-hour period. These storms can lead

[10] NOAA. (2023). Climate Mapping for Resilience and Adaptation (CMRA). Accessed July 2023. https://resilience.climate.gov/

to flooding in areas with outdated stormwater infrastructure or steep slopes, which accelerate runoff and erosion. Past events, such as the 2006 flood that caused over $200 million in property damage and $115 million in damages to the stormwater system, highlight the region's vulnerability.[11] Future projections indicate that the frequency of intense precipitation events will increase, which could lead to more extreme flooding.[12] The 100-year floodplain in El Paso County is expected to nearly double in size by 2050.[13]

Extreme heat. Extreme heat is already a major concern and is projected to worsen over the next several decades. While the region regularly experiences triple-digit temperatures, recent summers have broken records for consecutive hot days and peak electricity demand, leading to increases in heat-related emergencies and death.[14,15] Vulnerable populations, including the elderly and low-income residents, are particularly at risk. Extreme heat can damage pavements, increase energy costs, lead to power outages, increase water demand, and heighten wildfire risk. By mid-century (2036–2065), the number of days exceeding 100°F is expected to more than triple, from 17 days to 55 days annually. Temperatures in El Paso have already begun to exceed model projections, however, with 70 days over 100 in 2023, further emphasizing the need to prepare communities and infrastructure for extreme heat.[16]

Drought. Drought conditions are expected to become more frequent and severe, straining water supplies in a region experiencing rapid population growth. El Paso relies on both surface water from the Rio Grande and groundwater from the Hueco-Mesilla and Bolson aquifers.[17] Recent prolonged droughts have reduced surface water availability, leading to greater dependence on groundwater extraction.[18] Legal disputes over Rio Grande water rights and declining snowpack in upstream regions further complicate supply reliability.[19,20] By mid-century (2036–2065), the region is projected to experience longer dry spells, with an average of 57 consecutive dry days annually, up from 50 historically.

Wildfire. El Paso and Hudspeth Counties experience occasional wildfires, most recently in 2023 with 3,500 acres burned along the El Paso-Hudspeth County line. Wildfire risk in the region is moderate but increasing. While more common in open grasslands, wildfires in the Wildland-Urban Interface pose a greater threat to people and property, especially as drought and extreme heat create favorable conditions for fire spread. By mid-century (2040–2069), the region is expected to experience 95 days annually with high wildfire danger, a 30% increase from historical averages.[21] Smoke from nearby fires can also degrade air quality and visibility.

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[11] Climate Crisis Advisory Committee. (2023). Climate Crisis Advisory Committee Framework. https://escobar.house.gov/uploadedfiles/ccac_framework.pdf
[12] NOAA. (2023). Climate Mapping for Resilience and Adaptation (CMRA). Accessed July 2023. https://resilience.climate.gov/
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[16] National Weather Service. (nd). El Paso's 100 degree days FAQ. https://www.weather.gov/epz/elpaso_100_degree_page
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[20] Raymond, N. (2024, June 21). U.S. Supreme Court rejects states' settlement over Rio Grande waters. Reuters. https://www.reuters.com/legal/government/us-supreme-court-rejects-states-settlement-over-rio-grande-waters-2024-06-21/
[21] Hegewisch, K.C. and Abatzoglou, J.T. (n.d.). 'Climate Mapper' web tool. Climate Toolbox https://climatetoolbox.org

Wind. El Paso and Hudspeth Counties frequently experience high or extreme wind events, such as dust storms and straight-line windstorms. However, future projections for extreme wind events are limited, as they are determined by local topography and short-term weather. Because climate models do not provide projections for wind gusts, the climate vulnerability assessment evaluated average maximum wind speeds based on available data. According to this data, El Paso and Hudspeth Counties will experience an average of 10.8-mile-per-hour maximum daily winds by mid-century (2046–2065). High winds can threaten public safety, damage property and infrastructure, exacerbate wildfire risk, decrease visibility, and cause power outages.

Local Dust Storms – Dust storms in the El Paso region have historically caused air quality challenges in addition to limiting visibility. The region saw intense drought and record-breaking extreme heat in 2023 and 2024, and dust storms have increased significantly over the last few years. In just the first several months of 2025, El Paso suffered nearly 24 hours of "brownout" dust storm conditions, compared to 23.5 hours total from 2000 to 2021. Dust storms have wide-reaching economic effects, including disrupting road transport, reducing electricity generation at solar farms, and interfering with manufacturing facilities.

Vulnerability Assessment Methodology

The El Paso CAP evaluated the vulnerability of transportation infrastructure, critical facilities, water and wastewater infrastructure, recreational areas, natural spaces, and socially vulnerable communities, which are all considered assets. The vulnerability assessment included asset data provided by the City of El Paso, El Paso Water (EPWater), other towns in El Paso County, and other sources such as the Texas Department of Transportation (TxDOT).

To assess future climate exposure, the CAP uses mid-century projections (approximately 2035–2064) for climate hazards under the representative concentration pathway (RCP) 8.5 scenario. These projections model the future extent and severity of extreme heat, drought, precipitation, wildfire, and wind under the RCP 8.5 scenario, which closely simulates the current global trajectory of increased GHG emissions and population growth. RCP 8.5 illustrates a worst-case plausible future, which is often used in climate adaptation planning as industry best practice to help understand extreme conditions, identify vulnerabilities, and minimize potential risks. For flooding, the assessment used historical data from Federal Emergency Management Agency's (FEMA's) Flood Insurance Rate Maps, which deploy sophisticated flood mapping techniques to identify areas with a 1% and 0.2% annual chance of flooding, referred to as the 100- and 500-year floodplains, respectively. To determine climate vulnerability, the CAP first assessed projected hazard exposure, which uses geospatial analysis to evaluate how likely each individual asset will be exposed to each climate hazard. Next, the assessment also evaluated sensitivity, which is a rating of how likely each type of asset (e.g., roadways, hospitals, or community centers) is likely to be damaged or disrupted by each climate hazard type. The vulnerability assessment also considers adaptive capacity, or the ability of each asset type to respond to, adjust, or repair itself to reduce damage, which is used to adjust sensitivity. Finally, exposure and sensitivity (both converted into a score) are combined using the equation below to derive vulnerability scores for each asset and hazard combination. For the full methodology, please see Appendix C: Vulnerability Assessment.

Vulnerability = Exposure X Sensitivity

Key Vulnerability Assessment Findings

This section summaries the key vulnerabilities of assets to climate hazards. For selected asset types, maps depict the number of hazards to which an asset is highly vulnerable, which can identify vulnerability hot spots.

Transportation Assets

The vulnerability assessment evaluated the climate vulnerabilities of the El Paso region's multi-modal transportation network, including roadways, railways, bike lanes, bus stops, bus routes, bridges, ports of entry, and the El Paso International Airport. Across all asset types, extreme heat and flooding consistently emerged as the most significant threats. In contrast, vulnerabilities to drought, wildfire, and wind were generally low, suggesting that future adaptation efforts should focus primarily on enhancing resilience to heat and flood-related risks.

More than 70% of roadways, 65% of railways, and the El Paso International Airport are highly vulnerable to **extreme heat.** Most bike lanes and bus routes, which share similar characteristics as roadways, are also highly vulnerable to extreme heat. Prolonged exposure to extreme heat can lead to asphalt rutting and shoving, pavement blowups, railway buckling, and expansions of bridge expansion joints.

Figure 10 depicts the number of hazards to which roadway segments in El Paso County are highly vulnerable. Most roadway segments are highly vulnerable to only one hazard (typically extreme heat) or no hazards, but roads in some areas, including northwest El Paso, a small strip between the Franklin Mountains and Fort Bliss, and along the U.S.-Mexico border, have high vulnerability to two hazards, generally heat and flooding.

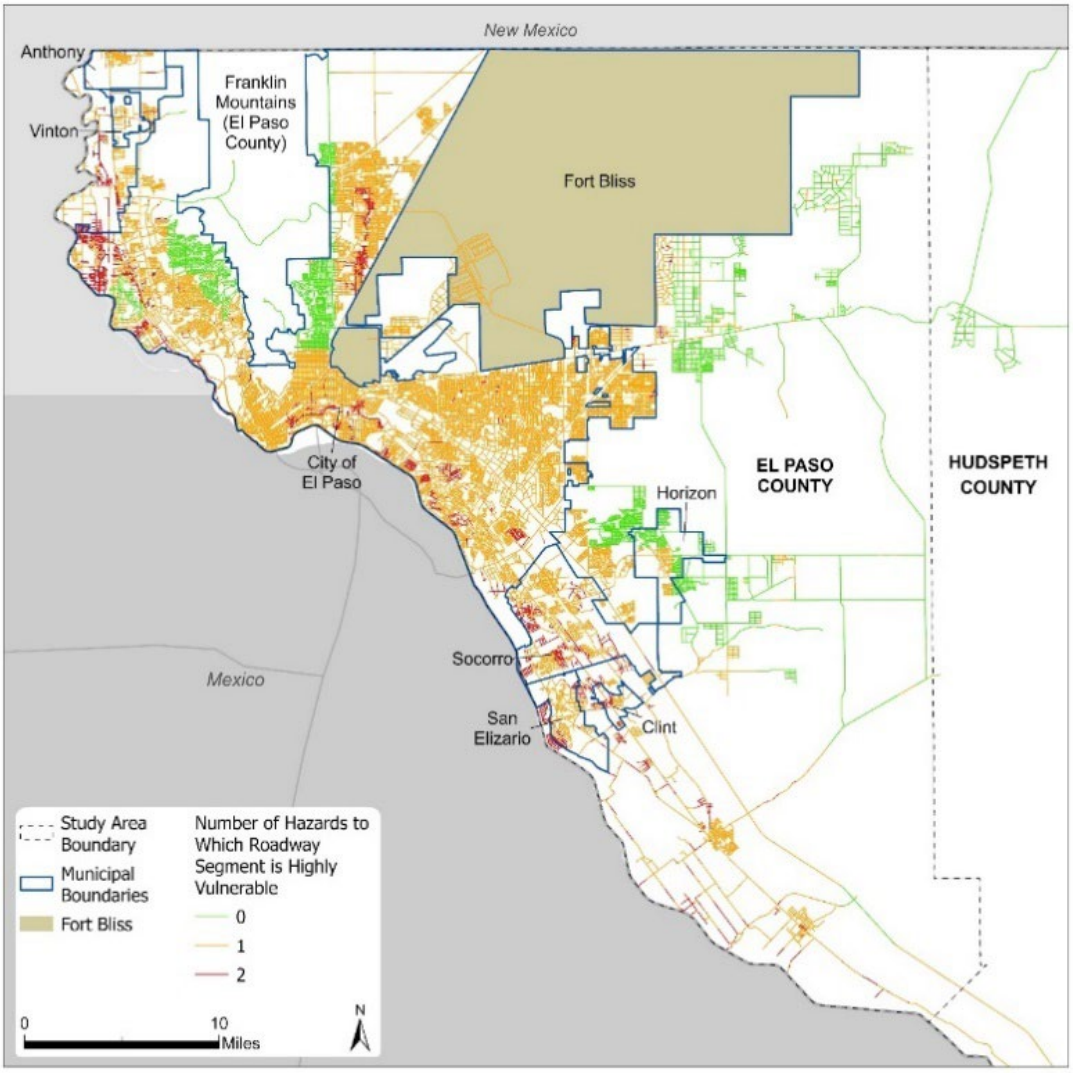
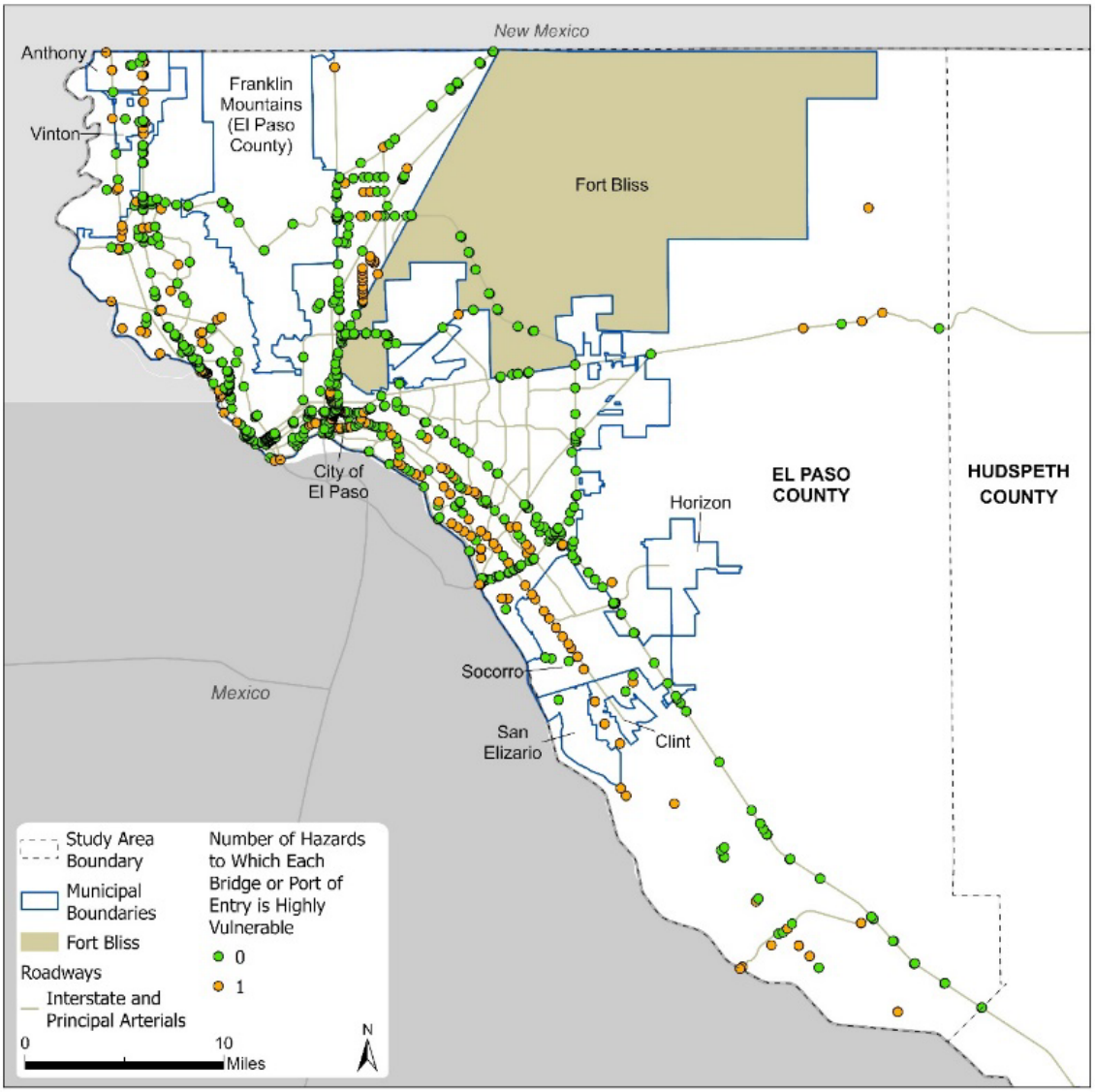


Figure 10. Highly Vulnerable Roadways

Bridges in the region are primarily threatened by **flooding,** with 23% rated as highly vulnerable. Four out of six ports of entry along the U.S.-Mexico border are also highly vulnerable to flooding, largely due to their location within the Rio Grande floodplain. However, the actual vulnerability for both may be overstated, as the assessment did not have elevation data for bridges or ports of entry. Bridge deck elevation data can improve the accuracy of flood exposure assessments by identifying bridges that are higher than the projected flood depth.

Figure 11 depicts the number of hazards to which bridges and ports of entry in El Paso County are highly vulnerable. Clusters of vulnerable bridges are found near the western borders with Mexico and New Mexico, and between the Franklin Mountains and Fort Bliss.

Figure 11. Highly Vulnerable Bridges or Ports of Entries



Critical Facilities

Critical facilities in the El Paso region encompass a wide range of essential services and infrastructure, including schools, community and senior centers, medical centers, clinics, hospitals, municipal buildings, police stations, and fire stations. Across all categories, critical facilities exhibit high vulnerability to climate hazards, particularly extreme heat and drought.

Approximately 90% of all critical facilities are highly vulnerable to **extreme heat,** which can lead to power outages, affect the performance of building mechanical and electrical equipment, increase electricity use, and affect occupant health and safety. Extreme heat can also affect student learning and academic performance, making it critical to address heat resilience for schools through improved building designs and cooling systems. As community centers, senior

centers, libraries, and recreation centers often serve as formal or informal cooling centers or evacuation sites, strategies to increase their resilience will also be important.

About 80% of critical facilities are highly vulnerable to **drought,** which can reduce water availability for cooling (e.g., by evaporative and swamp coolers), sanitation (especially important for medical facilities), irrigation, firefighting, and other activities.

Only a small number of schools, medical facilities, community centers, senior centers, libraries, and recreational centers are highly vulnerable to flooding and wildfire, which can significantly damage or destroy buildings. However, as shown in Figure 12, many critical facilities are highly vulnerable to multiple hazards. Several areas, most notably Central El Paso and the West Valley, Valley Creek South, and Valley Creek North neighborhoods, emerge as hot spots where facilities face high vulnerability to three climate hazards. These findings highlight the urgent need for strategies to build the resilience of critical facilities to extreme heat and drought.

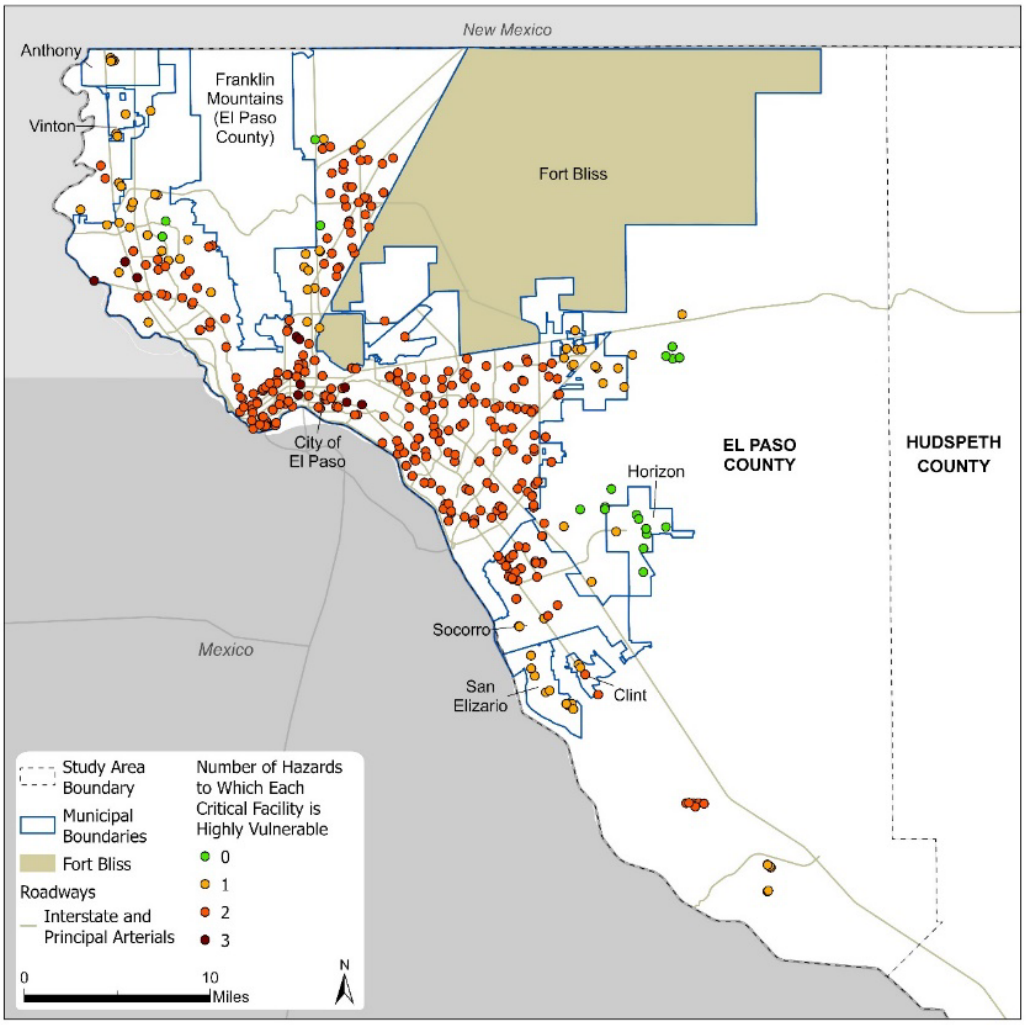


Figure 12. Highly Vulnerable Critical Facilities

Water Utilities

The CAP evaluated the climate vulnerabilities of utility assets critical to the production, distribution, and collection of water resources in the El Paso region. These include EPWater

facilities, sewer lift stations, water booster stations, wastewater treatment plants, water treatment and desalination plants, sewer mains, water mains, and storm conduits. Figure 13 depicts utility facilities and water mains that are highly vulnerable to climate hazards.

All EPWater facilities, all wastewater treatment plants (four total), all water treatment and desalination plants (four total), and 87% of sewer lift and water booster stations are highly vulnerable to extreme heat. Heat can increase wear and tear on pumps, motors, and other equipment, potentially increasing maintenance costs and accelerating replacement schedules. It can also result in loss of power, potentially disrupting operations, and increase water and wastewater treatment costs. Two out of seven (29%) of EPWater facilities, 16% of sewer lift stations and water booster stations, 10% of sewer mains, 10% of water mains, and 14% of storm conduits have high vulnerability to flooding. Flooding can damage equipment and buildings, contaminate water, and cause overflows at wastewater treatment plants. Generally, water utility infrastructure has low or no vulnerability to wildfire, due to low exposure to wildfire risk, and wind, which is unlikely to damage or disrupt their functions.

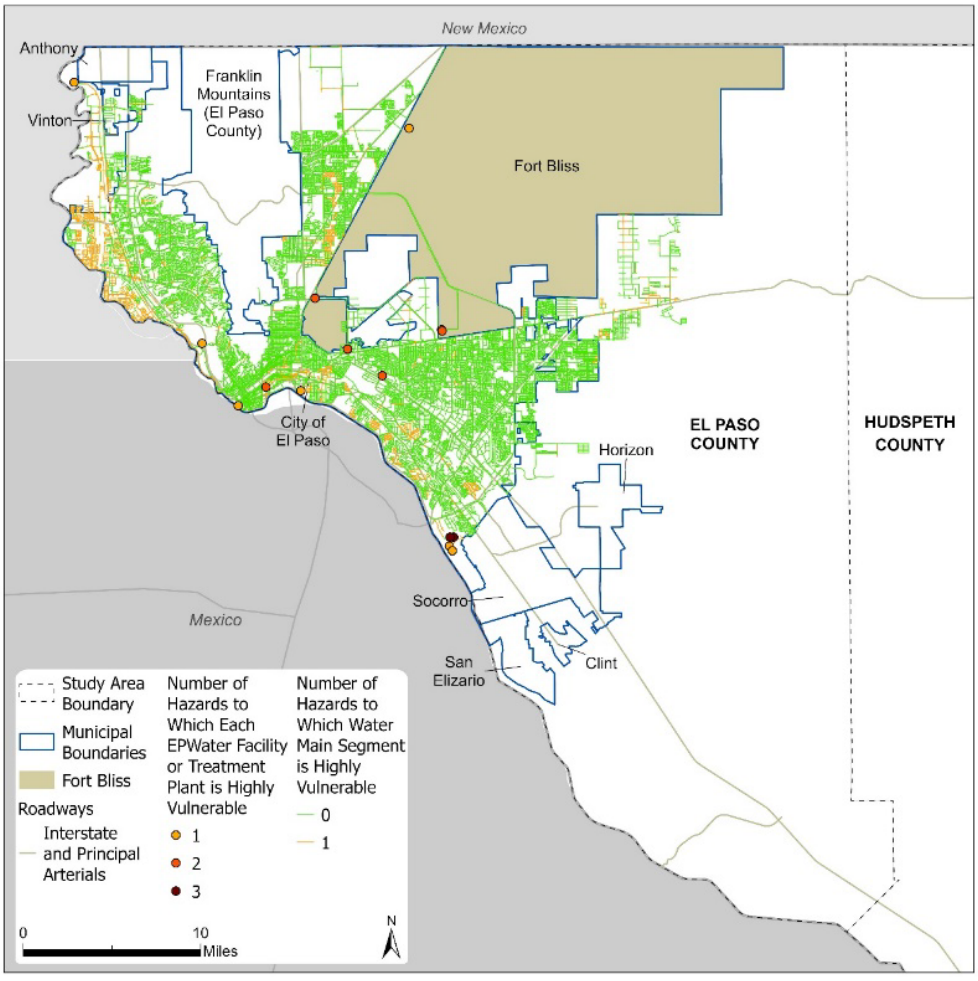


Figure 13. Highly Vulnerable Water Utility Facilities and Water Mains

Socially Vulnerable Communities

The CAP evaluated climate vulnerability of socially vulnerable communities, which includes both Ysleta del Sur Pueblo (YDSP) and LIDAC communities. Almost all (96%) socially vulnerable communities are highly vulnerable to extreme heat, and all are highly vulnerable to drought. Approximately 8% of socially vulnerable communities are highly vulnerable to flooding. Figure 14 depicts the number of hazards to which socially vulnerable communities are highly vulnerable. Most communities are highly vulnerable to two hazards: extreme heat and drought. Several communities between the Franklin Mountains and Fort Bliss and between Interstate 10 and the Mexico border are highly vulnerable to three hazards. Although not depicted on the map, Hudspeth County is considered a socially vulnerable community and is highly vulnerable to three hazards: extreme heat, drought, and wildfire.

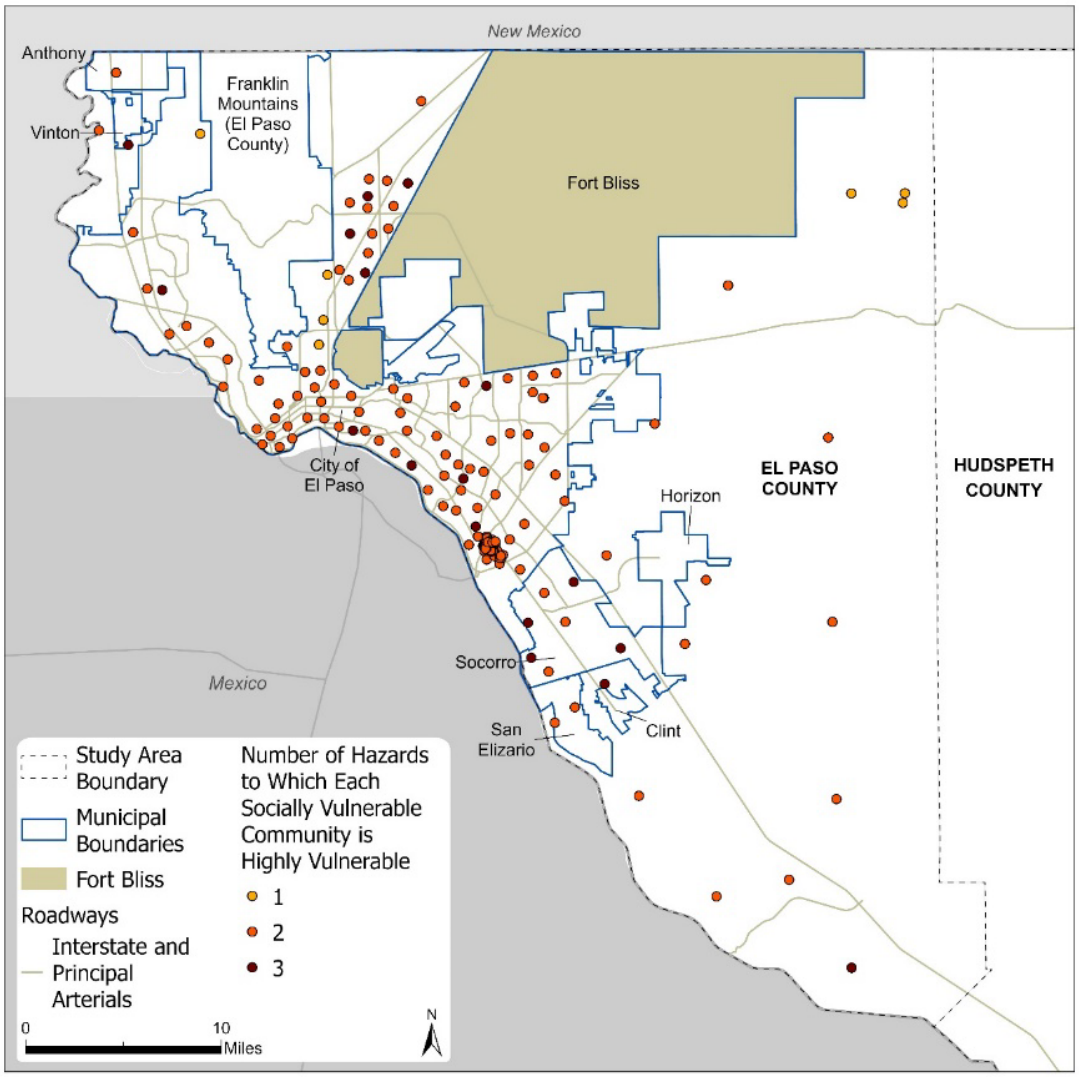


Figure 14. Socially Vulnerable Communities That Are Highly Vulnerable

Socially vulnerable communities are highly sensitive to the impacts of drought, such as increased air-borne dust causing respiratory issues, reduced water and food availability, and the risk of wells running dry for communities such as colonias without connections to municipal

water systems. Drought not only reduces water supply but in combination with heat, can increase dust storms, which disproportionately affect residents who work outdoors or rely on public transit or active transportation. Extended droughts can impact the agricultural economy and lead to loss of employment for farm workers.

Extreme heat is a significant risk for socially vulnerable communities, who are more likely to live in aging housing, lack air conditioning, and work outdoors. The elderly, children, pregnant people, people who are socially isolated, and people with preexisting health conditions are especially vulnerable to extreme heat, which can lead to heat illness, kidney disease, and heat stroke. Construction and agricultural workers are also heightened risk of exposure to extreme heatdue to a lack of safety regulations at the state and federal level.

Furthermore, socially vulnerable communities often have lower capacity to adapt to climate hazards and may lack financial resources to improve housing energy efficiency, install or upgrade air conditioning systems, or carry out repairs. Energy affordability is a major issue, particularly for low-income residents during periods of extreme cold and extreme heat. As summers become hotter, low-income households may face challenging decisions between cooling their homes and other expenses, with critical implications for public health. The lack of nighttime cooling at home can be particularly dangerous, as it creates cumulative stress for the human body, especially for people who work for extended periods outdoors or in unconditioned spaces.[22]

Poverty also makes it challenging for community members to respond to, evacuate from, and rebound after climate or extreme weather events, which often disproportionately impact communities experiencing poverty.[23] For instance, the 2006 major storm and flooding hit the Lincoln Park neighborhood in Central El Paso particularly hard. This neighborhood is considered a low-income disadvantaged community with a median household income of $29,400, compared to El Paso County's median household income of $59,000.[24] Because much of post-disaster recovery is targeted toward homeowners, renters and other socially vulnerable communities are more likely to experience disparities in receiving disaster assistance and compensation.[25]

A limitation of this analysis is that socially vulnerable communities are represented as points rather than polygons, which can obscure spatial variation in climate hazard exposure across the communities. The CAP uses the exposure value at the center point of each LIDAC census tract or YDSP community, rather than the entire polygon. Although this approach simplifies vulnerability results, the overall trend of the findings—that almost all socially vulnerable communities are also highly vulnerable to extreme heat and drought—holds true across the El Paso region. To address these challenges, adaptation action implementation should prioritize the needs of socially vulnerable communities.

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[22] World Health Organization. Heat and health. (2024.) https://www.who.int/news-room/fact-sheets/detail/climate-change-heat-and-health

[23] The Rockefeller Foundation, 100 Resilient Cities. (2017). Resilient El Paso. https://www.elpasotexas.gov/assets/Documents/CoEP/Community-Development/Community-Development-Block-Grant/City-of-El-Paso-Resilience-Strategy.pdf

[24] American Community Survey. (2023). US Census Bureau. https://data.census.gov/profile/El_Paso_County,_Texas?g=050XX00US48141

[25] Center for American Progress. How FEMA Can Prioritize Equity in Disaster Recovery Assistance. (2022). https://www.americanprogress.org/article/how-fema-can-prioritize-equity-in-disaster-recovery-assistance/

Recreational Areas and Natural Spaces

This vulnerability assessment includes 348 recreational areas and natural spaces, primarily parks. More than 88% of recreational areas and natural spaces in the study area are highly vulnerable to extreme heat, and 73% are highly vulnerable to drought. Only 5% of areas adjacent to and within the Franklin Mountains are highly vulnerable to wildfire.

Figure 15 depicts the number of hazards to which recreational areas and natural spaces are highly vulnerable. Recreational areas and natural spaces closer to the center of the City of El Paso have high vulnerability to two or more hazards, while those farther away are generally highly vulnerable to only one hazard.

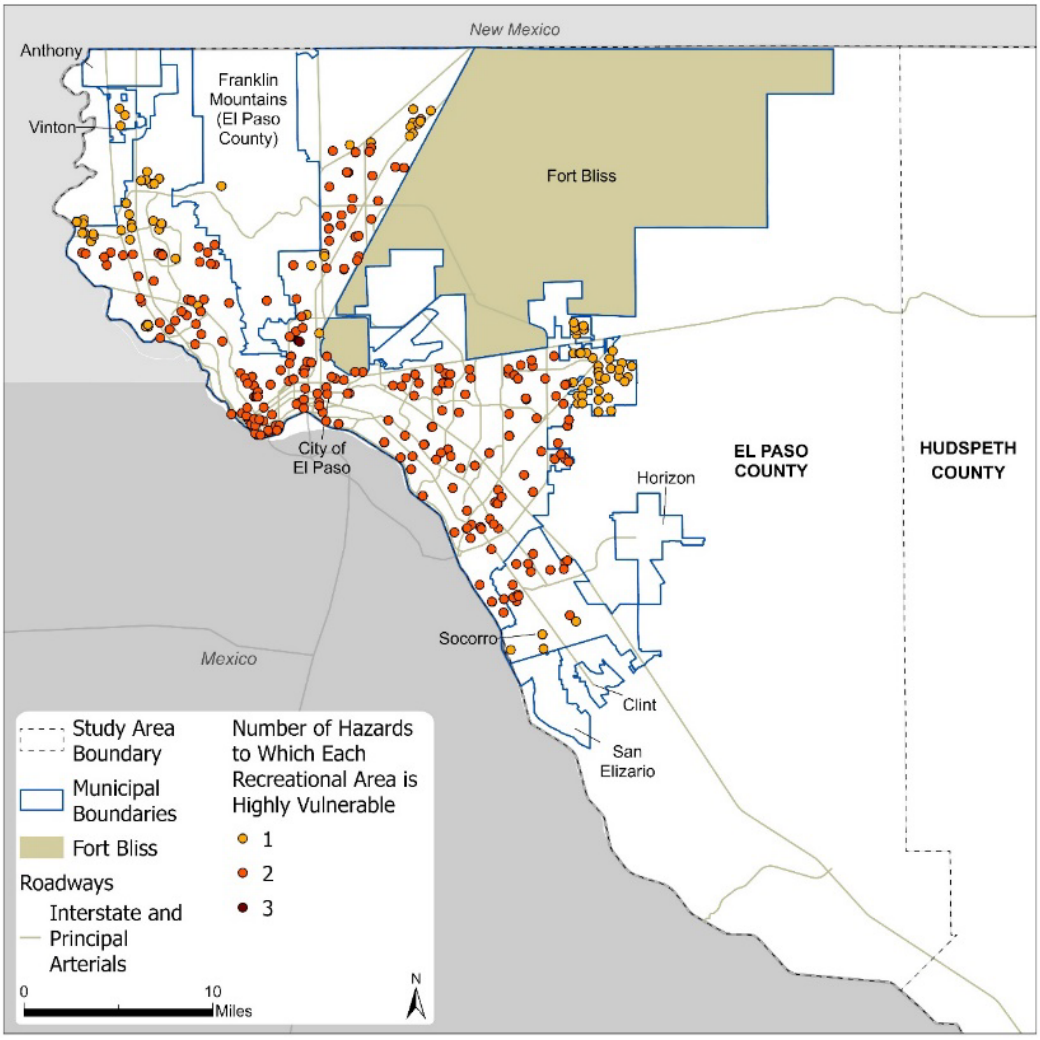


Figure 15. Highly Vulnerable Recreational Areas and Natural Spaces

Natural Resources

The El Paso region is part of Texas's Trans-Pecos ecoregion. Natural resources in the region include:

- Natural areas: Franklin Mountains State Park, Hueco Tanks State Park, Rio Bosque Wetlands Park, Featherlake Wildlife Sanctuary, Knappland Nature Preserve, Wakeem/Teschner Nature Preserve of Resler Canyon, and Guadalupe Mountains National Park[26,27]
- Land types: Plains, valleys, mountains, and wetlands
- Vegetation: Chihuahuan Desert species including red berry juniper, tarbush, and various cacti[28]
- Water resources: Rio Grande and Hueco-Mesilla and Bolson aquifers[29]
- Animal species: More than 500 species of birds, mule deer, squirrels, coyotes, and mountain lions[30]

Natural resources are important to the region because they provide essential ecosystem services and sustain the livelihoods and wellbeing of local communities. Functional and robust natural resources can contribute to regional resilience against climate hazards.

Extreme heat: Higher temperatures can accelerate evaporation of soil moisture, which can stress vegetation and lead to increased water demand for irrigation. Increased evaporation can also affect wetlands and riparian habitats such as those in the Rio Bosque Wetlands Park.[31] Higher water temperatures can result in harmful algae blooms that are detrimental to plants, animals, and water quality.[32] Temperature increases above species' preferred heat tolerance range can lead to species change and migration for plants and animals.[33,34] These changes can be acute (e.g., wildlife die-offs) or gradual (e.g., long-term shifts in migration patterns or wildlife physiology, such as reducing lifetime ability to reproduce).[35]

Drought: Natural resources, specifically water, are highly vulnerable to drought. Drought and subsequent reduction in water availability can lead to habitat and wetland loss, stress for local plant and animal species, and poor soil quality.[36] Drought is one of the primary concerns at the Rio Bosque Wetlands Park, with dry soil conditions limiting revegetation and ecosystem restoration efforts.[37]

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[26] Nature Preserves, State Parks, and National Parks are quantitatively assessed under the recreational areas and natural spaces asset type.
[27] El-Hage, A. and Moulton, D. (1998, April). Evaluation of Selected Natural Resources in El Paso County, Texas. Texas Parks and Wildlife Department. https://tpwd.texas.gov/publications/pwdpubs/media/pwd_rp_t3200_1050a.pdf
[28] Texas A&M Forest Service. (n.d.) Trans-Pecos Ecoregion. http://texastreeid.tamu.edu/content/texasEcoRegions/Trans-Pecos/
[29] EPWater. (2024b). Drought Contingency Plan. https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_6843404/File/Conservation/Drought%20Contingency%20Plan%201.pdf
[30] Texas Parks and Wildlife Department. (n.d.a) Franklin Mountains State Park - Nature. https://tpwd.texas.gov/state-parks/franklin-mountains/nature
[31] University of Texas at El Paso. (2002). Rio Bosque Wetlands Park Biological Management Plan. https://www.utep.edu/cerm/rio-bosque/documents/rio-bosque-wetlands-park-biological-management-plan.pdf
[32] Texas Parks and Wildlife Department. (n.d.b) Harmful Algal Blooms (HABs). https://tpwd.texas.gov/landwater/water/environconcerns/hab/
[33] Herring, D. (2020) How will global warming harm natural and agricultural resources in the United States? Climate.gov. https://www.climate.gov/news-features/climate-qa/how-will-global-warming-harm-natural-and-agricultural-resources-united
[34] Wu, J.X., Wilsey, C.B., Taylor, L., and Schuurman, G.W. (2018). Projected avifaunal responses to climate change across the U.S. National Park System. PLOS ONE 13(3): e0190557. https://doi.org/10.1371/journal.pone.0190557
[35] Gaskill, M. (2021, July 28). Winter, summer weather extremes are taking a toll on Texas plants, wildlife. Texas Climate News. https://texasclimatenews.org/2021/07/28/winter-summer-weather-extremes-are-taking-a-toll-on-texas-plants-wildlife/
[36] National Drought Mitigation Center. (n.d.) How does drought affect our lives? https://drought.unl.edu/Education/DroughtforKids/DroughtEffects.aspx
[37] University of Texas at El Paso. (2002). Rio Bosque Wetlands Park Biological Management Plan. https://www.utep.edu/cerm/rio-bosque/documents/rio-bosque-wetlands-park-biological-management-plan.pdf

Wildfires: Often exacerbated by drought and extreme heat, wildfires can be highly destructive; however, natural fires are a part of the Chihuahuan Desert's ecosystem cycle.[38] Ash and contaminants can settle on surface water sources like streams and reservoirs, potentially degrading water quality and increasing treatment costs. Loss of vegetation can also lead to increased erosion that can pollute surface water supplies.[39] The Texas Parks and Wildlife Department conducts prescribed burns to sustain biodiversity, facilitate the recycling of ecosystem nutrients, and reduce the potential severity of wildfires.[40]

Flooding: Natural resources are generally resilient to flooding and can recover quickly. Trees and other vegetation, especially those in floodplains, can help mitigate the impacts of flooding by retaining water. However, intense or extended floods can lead to ecosystem damage.[41] Beyond direct damage, excess soil moisture can result in vegetation loss.[42] Flooding can also contain and carry debris and pollutants, including harmful pathogens and chemicals. Like wildfire, flooding can introduce contaminants and pollutants into the water supply.[43]

Building on El Paso's Existing Resilience Actions

Climate resilience initiatives are not new to the City or the region. Beginning with water conservation and flood mitigation, El Paso has been taking steps to enhance its resilience since the late-20th century. In 1991, the City adopted its first Water Conservation Ordinance, which established policies to restrict landscape watering and require efficient plumbing fixtures.[44] In response to severe floods in 2006, the City established a stormwater utility within EPWater and developed its first stormwater master plan.[45]

To reduce the health impacts of extreme heat, El Paso's Extreme Weather Task Force convened in 2004 to address heat-related deaths and is still operating in 2025. In 2020, the City partnered with the National Oceanic and Atmospheric Administration (NOAA) and CAPA Strategies to study El Paso's urban heat island effect (i.e., the higher temperatures experienced in urbanized areas as a result of heat trapped by buildings, pavements, and other infrastructure). As part of this study, volunteers traversed the City collecting data to understand which neighborhoods have warmer temperatures and thus a higher heat island effect.

More broadly, in 2014, the City was one of the first cities to partner with the Rockefeller Foundation's 100 Resilient Cities program, which created the role of Chief Resilience Officer.[46] This resulted in the development of the City's resilience strategy, *Resilient El Paso*.

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[38] Gebrow, B.S. and Halvorson, W.L. (2005, April). Managing Fire in the Northern Chihuahuan Desert: A Review and Analysis of the Literature. U.S. Geological Survey. Southwest Biological Science Center. https://pubs.usgs.gov/of//2005/1157/of2005-1157.pdf
[39] EPA. (2019). Wildfires: How do they affect our water supplies? https://www.epa.gov/sciencematters/wildfires-how-do-they-affect-our-water-supplies
[40] Texas Parks and Wildlife Department. (n.d.c). Wildland fire management. https://tpwd.texas.gov/landwater/land/wildland_fire_management/
[41] Beck, B. (2024, July 10). Trees, Forests, and Flooding: Impacts and Recovery. Iowa State University Natural Resource Stewardship. https://naturalresources.extension.iastate.edu/blog/dr-billy-beck/trees-forests-and-flooding-impacts-and-recovery
[42] FEMA. (n.d.) Flood impact. https://community.fema.gov/ProtectiveActions/s/article/Flood-Impact
[43] EPA. (2019). Wildfires: How do they affect our water supplies? https://www.epa.gov/sciencematters/wildfires-how-do-they-affect-our-water-supplies
[44] El Paso Water. (2024a). 2024 Water Conservation Plan. https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_6843404/File/Conservation/2024%20Water%20Conservation%20Plan.pdf
[45]The Rockefeller Foundation, 100 Resilient Cities. (2017). Resilient El Paso. https://www.elpasotexas.gov/assets/Documents/CoEP/Community-Development/Community-Development-Block-Grant/City-of-El-Paso-Resilience-Strategy.pdf
[46] The Rockefeller Foundation, 100 Resilient Cities. (2017). Resilient El Paso. https://www.elpasotexas.gov/assets/Documents/CoEP/Community-Development/Community-Development-Block-Grant/City-of-El-Paso-Resilience-Strategy.pdf

A Closer Look at Drought

The El Paso region and EPWater have been at the forefront of drought planning and mitigation efforts for seve ral decades. EPWater recently completed several drought and water conservation planning efforts, including the 2024 Drought Contingency Plan, 2024 Water Conservation Plan, and a drought-specific vulnerability assessment.

EPWater's primary strategy against drought is water resource diversification to reduce reliance on surface water.[47] This includes conservation programs, water reuse, advanced water purification, reclaimed water, increased groundwater recharge, and surface water augmentation. The utility produces up to 27.5 million gallons every day from a desalination plant that purifies brackish groundwater.[48] EPWater is also on the cusp of treating wastewater for direct potable reuse through the Pure Water Center, an advanced water purification facility expected to begin operations later in 2025.[49] In 2023, EPWater began constructing the Enhanced Arroyo Infiltration project, which will route water from the Rio Grande, coupled with reclaimed water and stormwater, into the Hueco-Mesilla and Bolson aquifers.[50]

These strategies serve as a strong foundation for the El Paso region to continue enhancing its resilience through the adoption and implementation of the climate adaptation actions described in the Climate Actions chapter.



[47] El Paso Water. (2024b). Drought Contingency Plan. https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_6843404/File/Conservation/Drought%20Contingency%20Plan%201.pdf
[48] The Rockefeller Foundation, 100 Resilient Cities. (2017). Resilient El Paso. https://www.elpasotexas.gov/assets/Documents/CoEP/Community-Development/Community-Development-Block-Grant/City-of-El-Paso-Resilience-Strategy.pdf
[49] El Paso Water. (2024b). Drought Contingency Plan. https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_6843404/File/Conservation/Drought%20Contingency%20Plan%201.pdf
[50] El Paso Water. (2024a). 2024 Water Conservation Plan. https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_6843404/File/Conservation/2024%20Water%20Conservation%20Plan.pdf



08

Climate Actions

Artists: Terry Wright & Kathryn Gelinas

Climate Actions

Key Takeaways

- Ten climate measures and 53 actions were developed to address El Paso region's emissions sources and climate hazards.
- Each action was evaluated for GHG and co-pollutant reduction potential, cost, community benefits, funding sources, implementation authority, and tracking metrics.
- If all CAP actions are implemented, they could potentially reduce region-wide gross GHG emissions 21% below 2019 levels by 2030 and 67% by 2050.

Action Development and Selection

The CAP includes **10 broad climate measures** and **53 actions** that support each measure. A **measure** is a broad strategy that addresses an emissions source or climate hazard within the El Paso region, aligns with regional goals, and is important to the community. **Actions** are specific policies, programs, or projects that support one of the 10 measures.

Initially, draft priority measures and draft actions were developed for the El Paso region PCAP using input from residents, project implementers, and other stakeholders through four primary instruments:

1. Bilingual public surveys
2. Public meetings
3. Project intake forms
4. Subject matter expert analysis

Through regional conversations with stakeholders such as action implementers and community members, the draft measures and actions were further refined into a final list of 10 measures and 53 actions (see Table 15).

Table 15. Climate Measures and Actions

Measure 1: Increase Energy Efficiency and Decarbonize Buildings
- Action M1: Enhance or create a community-wide building energy efficiency and electrification rebate program - Action M2: Develop a Building Energy Performance Standard for commercial buildings - Action M3: Partner with industries to reduce emissions related to industrial activities - Action M4: Enhance or develop a weatherization program - Action M5: Increase energy efficiency in public buildings - Action M6: Develop a data center policy that incorporates environmental, community, and economic development considerations
Measure 2: Support the Zero Emission Vehicle Transition

- Action M7: Implement electric vehicle (EV) charging policies for new buildings
- Action M8: Organize zero emission and hybrid vehicle ride-and-drive events for community members
- Action M9: Transition municipal fleets to zero emission vehicles (ZEVs)
- Action M10: Install public EV charging stations
- Action M11: Develop alternate fuel hubs for buses and heavy-duty fleet vehicles
- Action M12: Develop alternative fuel freight corridors

Measure 3: Install Renewable Energy Systems

- Action M13: Partner with utilities and startups to increase geothermal energy use
- Action M14: Procure renewable energy through utility contracts or subscriptions to meet electricity demand
- Action M15: Implement solar-ready policies for new buildings
- Action M16: Incentivize battery storage installations
- Action M17: Install solar panels on public buildings and public land as alternate energy sources and as shade structures

Measure 4: Promote Sustainable Food Systems and Waste Management Practices

- Action M18: Improve recycling practices
- Action M19: Implement community-wide composting for food and yard waste
- Action M20: Develop a construction and demolition waste diversion ordinance and explore establishing reuse or recycling facilities
- Action M21: Capture and upgrade biogas to use as an energy source
- Action M22: Use water-based growing systems, such as hydroponics and aquaponics agriculture, to grow food without soil
- Action M23: Develop local food hubs

Measure 5: Promote Walking, Biking, and Riding Transit

- Action M24: Implement Complete Streets conversion projects to improve walking, biking, and public transit use
- Action M25: Expand existing micromobility systems for bikes and scooters
- Action M26: Explore options to provide free public transit
- Action M27: Build transit-oriented developments to increase access to public transit
- Action M28: Expand micro-transit projects like small shuttles to help people get from home to transit stops
- Action M29: Implement car-free hours to increase pedestrian street access
- Action M30: Update the zoning code to remove parking minimums
- Action M31: Improve the frequency and quality of transit services

Measure 6: Monitor and Improve Air Quality

- Action M32: Coordinate infrastructure, policy, and operations to reduce truck idling at ports and freight corridors
- Action M33: Create, expand, or improve designated truck parking areas at El Paso Ysleta Port of Entry to reduce idling
- Action M34: Reduce wait times at international bridges
- Action M35: Install air quality monitoring systems at the international bridges
- Action M36: Install air quality monitoring systems in communities disproportionately impacted by poor air quality

Measure 7: Implement and Oversee Climate Actions

- Action M37: Establish green revolving loan funds to support sustainability projects in public buildings
- Action M38: Integrate a climate and sustainability lens into government operations and decision-making
- Action M39: Create a mini-grant program to support neighborhood-level climate action

Measure 8: Cool Communities, Protect Health, and Increase Native Ecosystems

- Action A1: Develop a community stewardship program to mitigate heat by increasing tree canopy and shading, focused on cooling homes, community centers and neighborhoods
- Action A2: Adopt a heat-resilient building code
- Action A3: Develop climate-resilient building codes and development standards
- Action A4: Adjust the structural design of pavements, bridges, and railways and use more cool and reflective surfaces (walls, roofs, pavements)
- Action A5: Develop multi-hazard resilience hubs in vulnerable communities
- Action A6: Develop a robust multi-lingual emergency communications response framework and resources
- Action A7: Implement carbon sequestration projects on public land

Measure 9: Build Drought Resilience and Conserve Water

- Action A8: Expand wetlands and parks to support groundwater recharge
- Action A9: Expand use of recycled water and greywater for irrigation, and establish projects to capture runoff
- Action A10: Educate, incentivize, and provide technical assistance to growers in the region to transition to climate-friendly farming practices
- Action A11: Develop water capture systems that run on solar energy to generate potable water in unincorporated areas and colonias

Measure 10: Reduce Flood Risk

- Action A12: Deploy green infrastructure and reduce impermeable surfaces along roads and at critical facilities
- Action A13: Strategically acquire land in the 100-year floodplain
- Action A14: Stabilize arroyos in steep locations and in areas that show signs of erosion

Each action has been assessed for its implementation costs, ability to provide community benefits and disbenefits, relevant tracking metrics, and GHG and co-pollutant emissions reduction potential. This methodology is described in the Action Analysis section, and the results are included in the CAP Action Summary section.

Action Analysis

The following section describes how the action-specific GHG reductions, co-pollutant reductions, and community benefits were developed. In some cases, full action implementation may depend on other enabling actions that are difficult to assess on their own. Additionally, there may be groups of related actions in a sector that produce similar outputs that are most reasonably aggregated and evaluated together. In these cases, actions were "bundled" to collectively assess their GHG and co-pollutant emission reductions. Additionally, emission reductions were assessed so that no emission reductions were double-counted between actions.

GHG Reduction Quantification Methodology

Overall emissions for the region are projected under two scenarios: a "business-as-usual" scenario in which no additional GHG emissions measures are implemented, and a "sustainable" scenario in which the identified CAP actions are implemented.. ICLEI USA's ClearPath software allows CAP actions to be modeled using various emission reduction calculators for each sector. CAP actions were matched with the relevant ClearPath reduction strategy calculators; these calculators require inputs related to implementation timeline and other characteristics to calculate the resulting impact on business-as-usual activity data and GHGs. All actions were assumed to have an implementation start year of 2026 and to conclude in 2050. Implementation characteristics include inputs such as VMT reductions if applied to the Transportation sector or number of homes weatherized if applied to the Residential Energy sector. These inputs were informed by best practices from other U.S. communities that have implemented similar measures, and revised to determine what the El Paso region can implement each year. Measures that reduce electricity use or increase clean electricity sources are not expected to produce any additional GHG reductions in 2050 because the electric grid is projected to be 100% carbon free in the business-as-usual scenario by 2045. The total GHG reductions of all CAP actions provided the basis for the localized GHG reduction target (see section 5: Greenhouse Gas Reduction Targets). A detailed description of the GHG reduction quantification methodology per action can be found in Appendix A.

Co-Pollutant Reduction Quantification Methodology

Mitigation actions selected to reduce GHG emissions were also assessed for their potential impact on co-pollutant emissions. Actions targeting reducing electricity consumption or developing a cleaner electric grid will reduce co-pollutants associated with electricity generation. Actions that reduce fossil fuel combustion in the industrial sector, whether reduced via changes to industrial processes and product use or conversion to lower-carbon fuels like electricity, will mitigate co-pollutants generated from industrial processes and fuel combustion. Actions focused on the Transportation sector, including VMT reductions, fuel use reductions, and transitioning to electric vehicles and equipment, will reduce co-pollutants associated with on-road, off-road, and aviation travel.

Co-pollutant emission factors for 2030 and 2050 were used to measure the actions' annual co-pollutant emissions reductions in 2030 and 2050. For example, if an action reduces residential

electricity use by 1,000 MWh in 2030, then the co-pollutant emissions factor in 2030 (e.g., metric tons co-pollutant/MWh) was used to calculate the total co-pollutants reduced in that year.

A detailed description of the co-pollutant reduction quantification methodology per action can be found in Appendix B.

Community Benefits Methodology

Community benefits are positive outcomes generated by climate actions beyond the primary benefit of GHG reductions, while disbenefits represent unintentional negative outcomes. Seven region-wide community benefit criteria were selected that reflect local priorities and community concerns. Each action was then evaluated to see if it could provide any of the selected community benefits. This analysis also helped to identify potential disbenefits that actions may generate and potential solutions to mitigate disbenefits (see Table 16).

Table 16. Benefit Criteria

Community Benefit Category	Criteria	Definition
Resilience	Climate Adaptation	Impact on the community's ability to prepare for, adapt to, withstand, and recover from climate change impacts, hazards, and stressors
Health	Public Health and Wellbeing	Impact on public health and wellbeing due to improved air quality (indoor and outdoor) and water quality, increased physical activity, decreased time spent commuting or traveling, decreased noise pollution, etc.
Environment	Environmental Stewardship	Impact on the conservation, creation, or regeneration of natural environments and/or greenspace
	Resource Conversation	Impact on natural resources, such as raw materials, water, energy feedstocks, etc.
Economics	Economic Prosperity	Impact on the employment rate, total number of jobs, physical access to jobs, opportunities for workforce development, revenue for businesses, and/or income and social mobility
	Savings to Residents and Businesses	Impact on savings to people and businesses (energy costs, travel costs, equipment costs, rent or housing costs, food costs, medical expenses, maintenance costs, etc.)
Society	Community Building	Impact on community interactions and social cohesion and connections (e.g., promoting interactions)

Intersection with Other Funding Sources

Applicable federal, state, and local funding sources for each action were identified during CAP development. In addition, potential grant opportunities—including federal, state, utility, and other sources—were profiled with details on the funding program name, amount requested, and the status of the request (e.g., pending, requested, or secured). Local and national philanthropy

also play an important role in funding CAP implementation. This information is intended to demonstrate the financial feasibility of the proposed actions and facilitate alignment with anticipated or available resources.

Cost of Actions

The cost of the actions includes an estimate of the implementation and if applicable the running cost, which is based on the components of each action. The results are presented as order-of-magnitude estimates. Cost estimates are developed as point-in-time estimates and do not consider phased implementation or the time-value of money.

The cost estimate first identifies the primary actor or payer responsible for the implementation of each measure. This analysis considers two categories of payers – public agency payers and private payers. Public agency payers are defined as public institutions such as local, state, federal, or quasi-governmental institutions. Measures primarily supported by taxpayer dollars are defined as public agency payers. Private payers are defined as households or businesses.

Primary Implementing Authorities

Existing statutory and regulatory authorities relevant to action implementation were identified. Where additional authority is needed, the anticipated process for obtaining that authority, such as through legislative action, regulatory changes, or interagency agreements, is outlined. Additionally, critical implementation roles have been assigned to specific partner organizations based on their current or anticipated authority to lead or support action implementation. This assessment supports a clearer understanding of implementation feasibility and the roles needed to advance each action.

CAP Action Summary

Table 17 and Table 18 list the CAP actions by measure and geographic location/scope with actions GHG reduction potential for 2030 and 2050. Actions with GHG emissions reductions labeled as “Not modeled” means potential reductions were not estimated as there was not enough data or relevant ClearPath calculators, “N/A” means there are no associated GHG reductions, “and Included in Action #” means that the action’s GHG reductions were bundled together with other actions.

Table 17. Mitigation Actions

Action # and Title	Geographic Location/ Scope	2030 GHG Emission Reductions ($MTCO_2e$/year)	2050 GHG Emission Reductions ($MTCO_2e$/year)
Measure 1: Increase Energy Efficiency and Decarbonize Buildings			
Action M1: Enhance or create a community-wide building energy efficiency and electrification rebate program	Region-wide	18,701	16,885
Action M2:	Region-wide	11,159	5,747

Action # and Title	Geographic Location/ Scope	2030 GHG Emission Reductions ($MTCO_2e$/year)	2050 GHG Emission Reductions ($MTCO_2e$/year)
Develop a Building Energy Performance Standard for commercial buildings			
Action M3: Partner with industries to reduce emissions related to industrial activities	Region-wide	3,352	3,352
Action M4: Enhance or develop a weatherization program	Region-wide	1,026	1,028
Action M5: Increase energy efficiency in public buildings	Public Buildings	196	53
Action M6: Develop a data center policy that incorporates environmental, community, and economic development considerations	Region-wide	Not Modeled	Not Modeled
Measure 2: Support the Zero Emission Vehicle Transition			
Action M7: Implement electric vehicle (EV) charging policies for new buildings	Region-wide	66,998	46,591
Action M8: Organize zero emission and hybrid vehicle ride-and-drive events for community members	Region-wide	Included in Action M7	Included in Action M7
Action M9: Transition municipal fleets to zero emission vehicles (ZEVs)	Public Fleets	Included in Action M7	Included in Action M7
Action M10: Install public EV charging stations	Region-wide	Included in Action M7	Included in Action M7
Action M11: Develop alternate fuel hubs for buses and heavy-duty fleet vehicles	Region-wide	322	265
Action M12:	Region-wide	Included in Action M11	Included in Action M11

Action # and Title	Geographic Location/ Scope	2030 GHG Emission Reductions ($MTCO_2e$/year)	2050 GHG Emission Reductions ($MTCO_2e$/year)
Develop alternative fuel freight corridors			
Measure 3: Install Renewable Energy Systems			
Action M13: Partner with utilities and startups to increase geothermal energy use	Region-wide	21,487	0
Action M14: Procure renewable energy through utility contracts or subscriptions to meet electricity demand	Region-wide	843	0
Action M15: Implement solar-ready policies for new buildings	Region-wide	330	0
Action M16: Incentivize battery storage installations	Region-wide	Included in Action M15	Included in Action M15
Action M17: Install solar panels on public buildings and public land as alternate energy sources and as shade structures	Public Buildings and Land	275	0
Measure 4: Promote Sustainable Food Systems and Waste Management Practices			
Action M18: Improve recycling practices	Region-wide	4,974	4,974
Action M19: Implement community-wide composting for food and yard waste	Region-wide	3,774	3,774
Action M20: Develop a construction and demolition waste diversion ordinance and explore establishing reuse or recycling facilities	Region-wide	1,113	1,113
Action M21: Capture and upgrade biogas to use as an energy source	Region-wide	Not Modeled	Not Modeled
Action M22:	Region-wide	Not Modeled	Not Modeled

Action # and Title	Geographic Location/ Scope	2030 GHG Emission Reductions ($MTCO_2e$/year)	2050 GHG Emission Reductions ($MTCO_2e$/year)
Use water-based growing systems, such as hydroponics and aquaponics agriculture, to grow food without soil			
Action M23: Develop local food hubs	Region-wide	Not Modeled	Not Modeled
Measure 5: Promote Walking, Biking, and Riding Transit			
Action M24: Implement Complete Streets conversion projects to improve walking, biking, and public transit use	Region-wide	611	425
Action M25: Expand existing micromobility systems for bikes and scooters	Region-wide	Included in Action M24	Included in Action M24
Action M26: Explore options to provide free public transit	Region-wide	Included in Action M24	Included in Action M24
Action M27: Build transit-oriented developments to increase access to public transit	Region-wide	445	309
Action M28: Expand micro-transit projects like small shuttles to help people get from home to transit stops	Region-wide	Included in Action M27	Included in Action M27
Action M29: Implement car-free hours to increase pedestrian street access	Region-wide	432	300
Action M30: Update the zoning code to remove parking minimums	Region-wide	Included in Action M29	Included in Action M29
Action M31: Improve the frequency and quality of transit services	Region-wide	382	266
Measure 6: Monitor and Improve Air Quality			
Action M32:	Region-wide	299	299

Action # and Title	Geographic Location/ Scope	2030 GHG Emission Reductions ($MTCO_2e$/year)	2050 GHG Emission Reductions ($MTCO_2e$/year)
Coordinate infrastructure, policy, and operations to reduce truck idling at ports and freight corridors			
Action M33: Create, expand, or improve designated truck parking areas at El Paso Ysleta Port of Entry to reduce idling	El Paso Ysleta Port of Entry	Included in Action M32	Included in Action M32
Action M34: Reduce wait times at international bridges	International Bridges	Included in Action M32	Included in Action M32
Action M35: Install air quality monitoring systems at the international bridges	International Bridges	N/A	N/A
Action M36: Install air quality monitoring systems in communities disproportionately impacted by poor air quality	Region-wide	N/A	N/A
Measure 7: Implement and Oversee Climate Actions			
Action M37: Establish green revolving loan funds to support sustainability projects in public buildings	Public Buildings	N/A	N/A
Action M38: Integrate a climate and sustainability lens into government operations and decision-making	Public Operations	N/A	N/A
Action M39: Create a mini-grant program to support neighborhood-level climate action	Region-wide	N/A	N/A

Table 18. Adaptation Actions

Action Title	Geographic Location/Scope
Measure 8: Cool Communities, Protect Health, and Increase Native Ecosystems	
Action A1: Develop a community stewardship program to mitigate heat by increasing tree canopy and shading, focused on cooling homes, community centers, and neighborhoods	Region-wide
Action A2: Adopt a heat-resilient building code	Region-wide
Action A3: Develop climate-resilient building codes and development standards	City of El Paso
Action A4: Adjust the structural design of pavements, bridges, and railways and use more cool and reflective surfaces (walls, roofs, pavements)	City of El Paso
Action A5: Develop multi-hazard resilience hubs in vulnerable communities	City of El Paso
Action A6: Develop a robust multi-lingual emergency communications response framework and resources	City of El Paso
Action A7: Implement carbon sequestration projects on public land	Public Land
Measure 9: Build Drought Resilience and Conserve Water	
Action A8: Expand wetlands and parks to support groundwater recharge	Region-wide
Action A9: Expand use of recycled water and greywater for irrigation, and establish projects to capture runoff	City of El Paso
Action A10: Educate, incentivize, and provide technical assistance to growers in the region to transition to climate-friendly farming practices	Region-wide
Action A11: Develop water capture systems that run on solar energy to generate potable water in unincorporated areas and colonias	Region-wide
Measure 10: Reduce Flood Risk	

Action Title	Geographic Location/Scope
Action A12: Deploy green infrastructure and reduce impermeable surfaces along roads and at critical facilities	City of El Paso
Action A13: Strategically acquire land in the 100-year floodplain	City of El Paso
Action A14: Stabilize arroyos in steep locations and in areas that show signs of erosion	City of El Paso

CAP Action GHG and Co-pollutant Reductions

Figure 16 and Figure 17 show the future GHG and co-pollutant emissions levels that would result if all CAP actions were implemented.

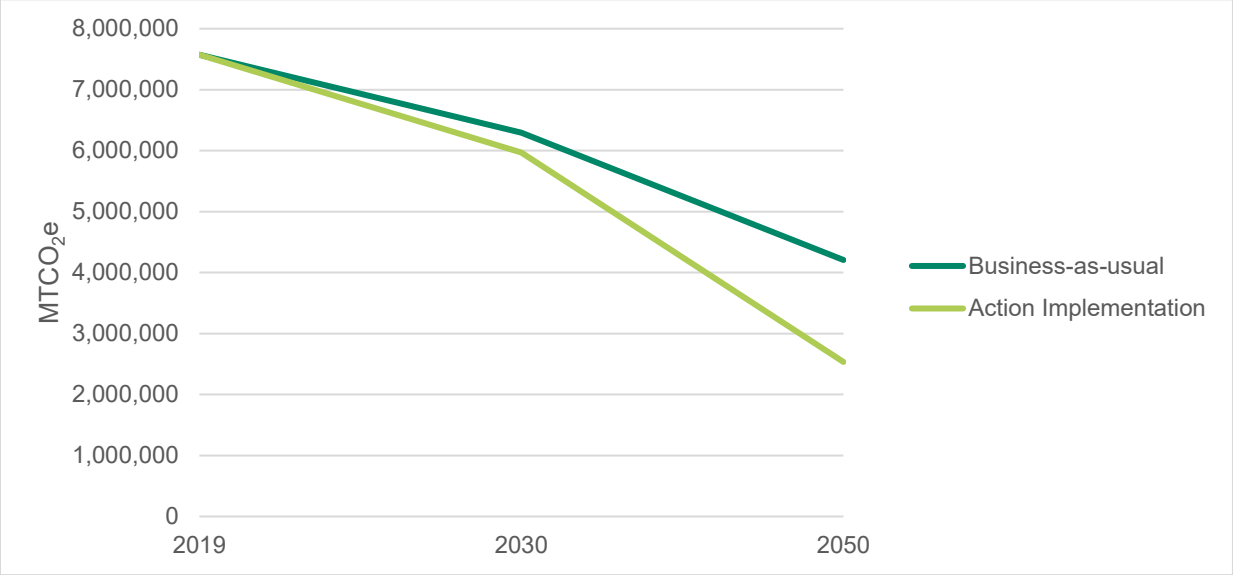


Figure 16. Action Implementation GHG Emissions

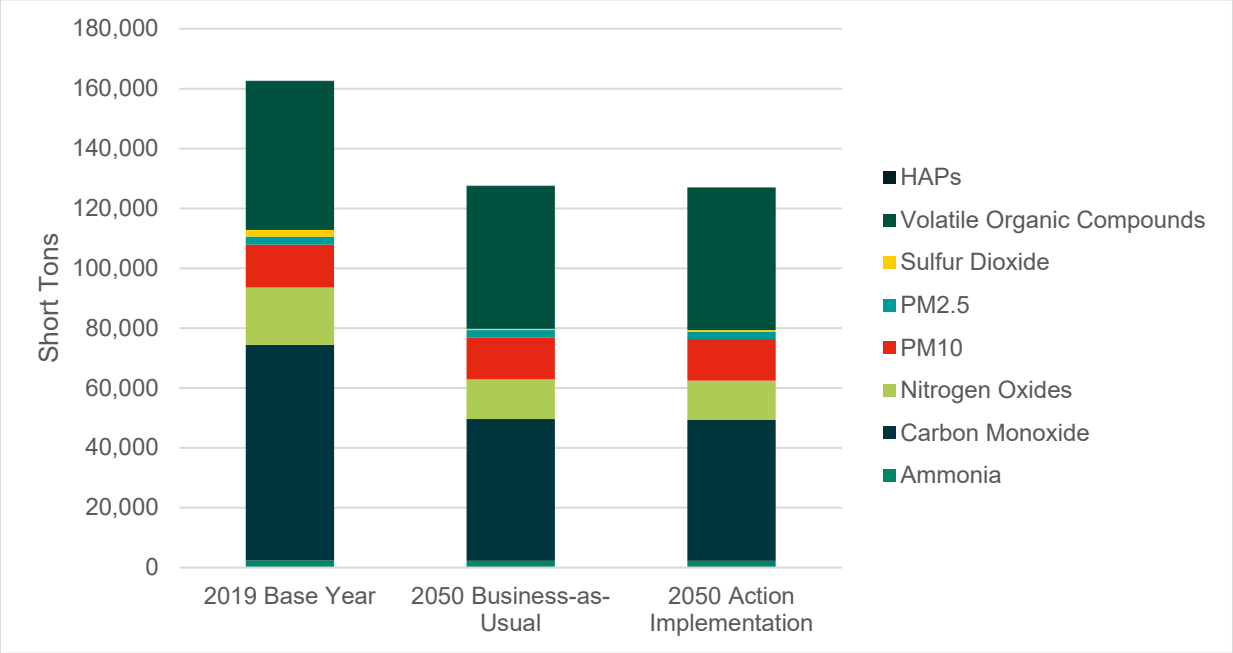


Figure 17. Action Implementation Co-pollutant Emissions

Table 19 and Table 20 show total GHG and co-pollutant reductions for each measure (some measures do not have associated GHG or co-pollutant reductions). Action-specific GHG and co-pollutant reductions are included in Table 17 and in the following sections. The action GHG reductions were used to inform the localized target as discussed in the GHG Reduction Targets section.

Table 19. GHG Reductions by Measure

Measure	2030 GHG Reduction Potential ($MTCO_2e$/year)	2050 GHG Reduction Potential ($MTCO_2e$/year)
Measure 1: Increase Energy Efficiency and Decarbonize Buildings	34,434	27,065
Measure 2: Support the Zero Emission Vehicle Transition	67,320	46,856
Measure 3: Install Renewable Energy Systems	22,935	0
Measure 4: Promote Sustainable Food Systems and Waste Management Practices	9,861	9,861
Measure 5: Promote Walking, Biking, and Riding Transit	1,870	1,300
Measure 6: Monitor and Improve Air Quality	299	299
Measure 8: Cool Communities, Protect Health, and Increase Native Ecosystems	2,103	2,103

Table 20. Co-pollutant Reductions by Measure

Measure	2030 Co-pollutant Reduction Potential (short ton/year)*	2050 Co-pollutant Reduction Potential (short ton/year)*
Measure 1: Increase Energy Efficiency and Decarbonize Buildings	NH_3: 6 CO: 101 NOx: 112 PM10: 12 PM2.5: 10 SO_2: 87 VOCs: 8 HAPs: 1	NH_3: 5 CO: 47 NOx: 68 PM10: 5 PM2.5: 5 SO_2: 2 VOCs: 6 HAPs: <1
Measure 2: Support the Zero Emission Vehicle Transition	NH_3: +3 CO: 334 NOx: +22 PM10: +13 PM2.5: +13 SO_2: +204 VOCs: 44 HAPs: +2	NH_3: 1 CO: 200 NOx: 44 PM10: 2 PM2.5: 1 SO_2: <1 VOCs: 20 HAPs: <1

Measure	2030 Co-pollutant Reduction Potential (short ton/year)*	2050 Co-pollutant Reduction Potential (short ton/year)*
Measure 3: Install Renewable Energy Systems	NH_3: 1 CO: 29 NOx: 25 PM10: 3 PM2.5: 2 SO_2: 39 VOCs: 1 HAPs: <1	NH_3: <1 CO: <1 NOx: <1 PM10: <1 PM2.5: <1 SO_2: <1 VOCs: <1 HAPs: <1
Measure 4: Promote Sustainable Food Systems and Waste Management Practices	NH_3: <1 CO: 53 NOx: 1 PM10: 7 PM2.5: 6 SO_2: <1 VOCs: 5 HAPs: N/A	NH_3: <1 CO: 53 NOx: 1 PM10: 7 PM2.5: 6 SO_2: <1 VOCs: 5 HAPs: N/A
Measure 5: Promote Walking, Biking, and Riding Transit	NH_3: <1 CO: 18 NOx: 4 PM10: <1 PM2.5: <1 SO_2: <1 VOCs: 1 HAPs: N/A	NH_3: <1 CO: 7 NOx: <1 PM10: <1 PM2.5: <1 SO_2: <1 VOCs: <1 HAPs: N/A
Measure 6: Monitor and Improve Air Quality	NH_3: <1 CO: 11 NOx: 2 PM10: <1 PM2.5: <1 SO_2: <1 VOCs: 1 HAPs: N/A	NH_3: <1 CO: 11 NOx: 2 PM10: <1 PM2.5: <1 SO_2: <1 VOCs: 1 HAPs: N/A
Measure 8: Cool Communities, Protect Health, and Increase Native Ecosystems	NH_3: N/A CO: <1 NOx: 2 PM10: 5 PM2.5: <1 SO_2: <1 VOCs: N/A HAPs: N/A	NH_3: N/A CO: <1 NOx: 2 PM10: 5 PM2.5: <1 SO_2: <1 VOCs: N/A HAPs: N/A

**Any values with a "+" symbol mean emissions increased instead of decreased*

How to Read a CAP Action Table

The following section organizes CAP actions by measure. Each CAP action overview and table provides further details on the action, such as GHG reduction potential, implementing

authorities, cost information, and community benefits. 21 is an example of how to read a CAP action overview and table.

Figure 21. How to Read a CAP Action Overview & Table

Action Description: *A description of the action.*

Primary Implementing Authorities: *Primary action implementers. Because most actions can be implemented region-wide, "local governments" refer to any municipal or county government in the region.*

Authority to Implement: *Describes the existing statutory or regulatory authority to implement the action. Identifies critical implementation partners and their roles based on actual or anticipated authority to implement.*

Geographic Location/Scope	*Where the action will be implemented (e.g., region-wide, municipal buildings, international bridges, etc.)*	**Implementation Timeline**	*How long it will take to implement the action:* • *Near-term (0-3 years)* • *Medium-term (4-7 years)* • *Long-term (7+ years)*
Cost Information	*Estimated implementation costs, such as capital expenditures, programmatic costs, and life cycle costs.*	**Primary Benefits**	*If the action provides Mitigation (greenhouse gas [GHG] reduction), Adaptation (climate risk reduction), or Mitigation and Adaptation benefits.*
Community Benefits			
List of community benefits that the action provides. Can include: • *Adaptation (only assessed for Mitigation measures)* • *Mitigation (only assessed for Adaptation measures)* • *Public Health and Wellbeing* • *Environmental Stewardship* • *Resource Conservation* • *Economic Prosperity* • *Savings to Residents and Businesses* • *Community Building*			
Disbenefits and Solutions			
Potential disbenefits the action could cause and potential strategies to mitigate the disbenefits.			
Implementation Schedule and Milestones			

High-level implementation steps and key milestones for action completion.	
Metrics for Tracking Progress	
Output metrics for tracking action implementation progress. Output metrics are the direct measurable result of an action, such as kilowatts of solar installed or miles of bike lanes built.	
GHG Emission Reductions*	
The quantity of GHGs reduced in MTCO2e/year in 2030	*The quantity of GHGs reduced in MTCO2e/year in 2050*
CAPs Emission Reductions*	
The quantity of CAPs reduced in short tons/year in 2030: • *Nitrogen Oxides (NOx)* • *Ammonia (NH_3)* • *Particulate Matter (PM 2.5 and PM 10)* • *Volatile Organic Compounds (VOCs)* • *Sulfur Dioxide (SO_2)* • *Carbon Monoxide (CO)*	*The quantity of CAPs reduced in short tons/year in 2050:* • *Nitrogen Oxides (NOx)* • *Ammonia (NH_3)* • *Particulate Matter (PM 2.5 and PM 10)* • *Volatile Organic Compounds (VOCs)* • *Sulfur Dioxide (SO_2)* • *Carbon Monoxide (CO)*
HAP Emission Reductions*	
The quantity of HAPs reduced in short tons/year in 2030 (all HAPs will be summed)	*The quantity of HAPs reduced in short tons/year in 2050 (all HAPs will be summed)*

**"Not modeled" means potential reductions were not estimated, "N/A" means there are no associated reductions, "Included in Action #" means that reductions were bundled together with other actions*

Measure 1: Increase Energy Efficiency and Decarbonize Buildings

Increasing energy efficiency in buildings, facilities, and infrastructure while also transitioning fossil fuel equipment to electric options can help reduce GHG emissions from buildings and facilities. As this measure supports electrifying fossil fuel-powered equipment, its GHG reduction potential is related to how much clean energy is used in providing the region's electricity, which is addressed in part through the *Install Renewable Energy Systems* measure. This measure can also help reduce utility costs, grow the local workforce, increase resilience to extreme temperatures and weather, and improve public health and wellbeing by reducing indoor air pollution and creating more comfortable indoor environments to live and work.

Building on Regional Achievements

El Paso has a historical commitment to building efficiency. El Pasos Better Buildings initiative[51] began with adopting a "smart growth" comprehensive growth plan in 2011, which was recognized for its excellence by the EPA with the 2011 National Smart Growth Award. Since then, El Paso's municipal energy efficiency program has included retrofits of municipal buildings, an ordinance that all new city buildings meet Leadership in Energy and Environmental Design (LEED) Silver standards, and a city green building grant program. In 2012, the City launched the El Paso Green Business Challenge, encouraging local businesses to conserve energy, reduce waste, save water, and consider alternative means of transportation.[52, 53, 54,55,56]



[51] U.S. Department of Energy. (n.d.). *El Paso, TX* [Partner page]. Better Buildings Solution Center. Retrieved July 7, 2025, from Better Buildings Solution Center website. https://betterbuildingssolutioncenter.energy.gov/partners/el-paso-tx

[52] City of El Paso. (2011). *Plan El Paso: The comprehensive plan for El Paso, Texas*. https://www.elpasotexas.gov/assets/Documents/CoEP/Planning/PlanElPaso/Plan-ElPaso-Adopted-2012.pdf

[53] U.S. Environmental Protection Agency. (2011, December 1). *El Paso, Texas: 2011 National Award for Smart Growth Achievement*. https://www.epa.gov/smartgrowth/el-paso-texas-2011-national-award-smart-growth-achievement

[54] City of El Paso. (2008). *Green building ordinance for city-owned facilities* [Ordinance No. 017048]. https://www.elpasotexas.gov

[55] El Paso Green Business Challenge. (2012). *Official launch announcement and participant guide* [Archived]. https://web.archive.org/web/20120609133942/http://www.elpasogbc.org/

[56] City of El Paso. (n.d.). *Green building grant program guidelines*. Office of Sustainability. https://web.archive.org/web/20140102074034/http://home.elpasotexas.gov/green-building/

ACTION M1: Enhance or create a community-wide building energy efficiency and electrification rebate program

Action Description: Partner with utilities to create or enhance community-wide incentive programs for energy-efficient and/or electric building equipment and appliances. This will help residents replace old appliances (furnaces, water heaters, clothes dryers, etc.) with high-efficiency electric options instead of natural gas (or other fossil fuel) options.

Primary Implementing Authorities: El Paso Electric (EPE), Rio Grande Electric Cooperative, Texas Gas Service, City of El Paso Office of Climate and Sustainability, and local governments

Authority to Implement: Utilities typically lead rebate and incentive programs for building appliances and equipment, as they have existing authority under Public Utility Commission of Texas (PUCT) regulations and demand-side management plans. Local governments can partner with utilities to design and promote incentive programs. Project Bravo and Project Ayuda can act as local implementation partners. No new legislative authority is required, though local approval may be needed for matching funds or incentive

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation and Adaptation
Community Benefits			
• Adaptation • Public Health and Wellbeing • Economic Prosperity • Savings to Residents and Businesses			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Identify and assess existing programs to identify gaps • Year 2 to 3: Develop and implement program			
Metrics for Tracking Progress			
• Percent participation rate in program • Building permit data describing equipment replacement and fuel switching • Number of buildings or households retrofitted • Number, square footage, or percent of buildings with non-electric fuel type electrified			
GHG Emission Reductions			
2030: 18,701 $MTCO_2e$/year	2050: 16,885 $MTCO_2e$/year		
CAPs Emission Reductions			

2030: • NO_x: 31 tons/year • NH_3: 3 tons/year • PM 2.5: 2 tons/year • PM 10: 2 tons/year • VOCs: 4 tons/year • SO_2: +8 tons/year • CO: 23 tons/year	2050: • NO_x: 37 tons/year • NH_3: 4 tons/year • PM 2.5: 3 tons/year • PM 10: 3 tons/year • VOCs: 4 tons/year • SO_2: 1 ton/year • CO: 30 tons/year
HAP Emission Reductions	
2030: <1 tons/year	2050: <1 tons/year

ACTION M2: Develop a building energy performance standard for commercial buildings

Action Description: Implement a commercial building energy reporting and performance standard that establishes a minimum energy performance threshold for commercial buildings, which is based on and measured against a building's demonstrated energy performance. Define a phased implementation strategy that decreases the floor area of buildings over time that are required to participate.

Primary Implementing Authorities: City of El Paso Office of Climate and Sustainability, Planning and Inspections Department, and other local governments

Authority to Implement: Local governments have authority under zoning and building codes to establish performance standards. Ordinances may require updates to municipal codes, utility data-sharing agreements, and City Council or commission approval if benchmarking laws are not yet in place. Coordination with commercial property owners is key to implementation.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Economic Prosperity • Savings to Residents and Businesses			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Convene stakeholder meetings, inventory of buildings • Year 2 to 4: Implement voluntary reporting program • Year 5 to 7: Adopt code			
Metrics for Tracking Progress			

• Percent participation rate in program • Square footage or number of buildings participating • Energy use intensity (EUI) of commercial buildings	
GHG Emission Reductions	
2030: 11,159 $MTCO_2e$/year	2050: 5,747 $MTCO_2e$/year
CAPs Emission Reductions	
2030: • NO_x: 58 tons/year • NH_3: 3 tons/year • PM 2.5: 7 tons/year • PM 10: 8 tons/year • VOCs: 3 tons/year • SO_2: 72 tons/year • CO: 66 tons/year	2050: • NO_x: 12 tons/year • NH_3: 1 ton/year • PM 2.5: 1 ton/year • PM 10: 1 ton/year • VOCs: 1 ton/year • SO_2: <1 ton/year • CO: 10 tons/year
HAP Emission Reductions	
2030: 1 ton/year	2050: <1 ton/year

ACTION M3: Partner with industries to reduce emissions related to industrial activities

Action Description: Develop pilot projects with industry partners to reduce industrial process emissions. Encourage best available control technology (BACT) and help establish emissions reduction targets and milestones that also provide economic benefits for industries.

Primary Implementing Authorities: Local governments, industrial operators, regional economic development agencies , and Texas Commission on Environmental Quality (TCEQ)

Authority to Implement: Industrial facilities can adopt emissions reduction measures voluntarily or to meet regulatory requirements. Local governments lack direct regulatory authority but can support projects through partnerships, zoning incentives, and economic tools. TCEQ and U.S. Environmental Protection Agency (EPA) maintain regulatory oversight. No new authority is needed for voluntary efforts, though local ordinances or agreements may be required for formal targets or reporting.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Public Health and Wellbeing			
Disbenefits and Solutions			
None identified			

Implementation Schedule and Milestones	
• Year 1: Partner with industries to identify needs and establish goals • Year 2 to 3: Identify pilot projects • Year 3 to 5: Implement pilot projects	
Metrics for Tracking Progress	
• Number of pilot projects implemented • Percent or number of industrial businesses participating • Percent change in emissions per square foot • Operational savings due to projects	
GHG Emission Reductions	
2030: 3,352 $MTCO_2e$/year	2050: 3,352 $MTCO_2e$/year
CAPs Emission Reductions	
2030: • NO_x: 17 tons/year • NH_3: <1 ton/year • PM 2.5: 1 ton/year • PM 10: 1 ton/year • VOCs: 1 ton/year • SO_2: 1 ton/year • CO: 5 tons/year	2050: • NO_x: 17 tons/year • NH_3: <1 ton/year • PM 2.5: 1 ton/year • PM 10: 1 ton/year • VOCs: 1 ton/year • SO_2: 1 ton/year • CO: 5 tons/year
HAP Emission Reductions	
2030: N/A	2050: N/A

ACTION M4: Enhance or develop a weatherization program

Action Description: Develop a weatherization and energy audit program for low-income residents and businesses. The program can fund home upgrades, such as adding insulation, sealing air leaks, and performing efficiency inspections and tune-ups of furnaces, boilers, and water heaters for low-income residents. It can also provide energy audits for residents and businesses.

Primary Implementing Authorities: City of El Paso Office of Climate and Sustainability, local governments, nonprofit housing agencies, and utilities (e.g., El Paso Electric (EPE), Texas Gas Service)

Authority to Implement: Local governments can lead or contract program delivery to nonprofits. Local governments are authorized to run residential assistance programs through housing or sustainability departments and can partner with utilities and nonprofits or use federal or state funds to support weatherization. Utilities may contribute to energy audits or funding through existing programs. Community partners are essential for outreach. No new authority is needed, but coordination and funding agreements may be required.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation and Adaptation
Community Benefits			
• Adaptation • Public Health and Wellbeing • Economic Prosperity • Savings to Residents and Businesses			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Identify and assess existing programs to identify gaps • Year 2 to 3: Develop and implement program			
Metrics for Tracking Progress			
• Percent participation rate in program • Number of audits • Funding provided through program • Number of homes weatherized			
GHG Emission Reductions			
2030: 1,026 MTCO2e/year		2050: 1,028 $MTCO_2e$/year	
CAPs Emission Reductions			
2030: • NO_x: 5 tons/year • NH_3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: 1 ton/year • VOCs: <1 ton/year • SO_2: 4 tons/year • CO: 5 tons/year		2050: • NO_x: 2 tons/year • NH_3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: <1 ton/year • SO_2: <1 ton/year • CO: 2 tons/year	
HAP Emission Reductions			
2030: <1 ton/year		2050: <1 ton/year	

ACTION M5: Increase energy efficiency in public buildings

Action Description: Upgrade public building envelopes (windows, external walls, doors, floors, skylights) and equipment/appliances (control systems, lighting, Heating, Ventilation and Air

Conditioning [HVAC] units) to improve operational efficiency. High-efficient envelope components prevent air leaks and keep indoor temperatures at design set up points, preventing energy leakage and resource waste.

Primary Implementing Authorities: City of El Paso Capital Improvement Department (CID) and Streets and Maintenance Department, local Public Works Departments, and El Paso Electric (EPE)

Authority to Implement: Local governments oversee public building planning, design, and maintenance and have authority to upgrade public buildings through local ordinances, capital programs, and maintenance budgets. Municipal departments can contract for improvements under existing codes and procurement rules. EPE can support through technical assistance, rebates, and incentives. No new authority is needed.

Geographic Location/Scope	Public Buildings	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Public Health and Wellbeing			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Identify funding mechanism • Year 2: Identify and prioritize buildings to upgrade; plan projects and begin upgrades • Year 3: Continue upgrades until completion			
Metrics for Tracking Progress			
• Number, square footage, or percent of public buildings upgraded • Energy savings from efficiency upgrades • $ savings from efficiency upgrades			
GHG Emission Reductions			
2030: 196 MTCO2e/year		2050: 53 MTCO2e/year	
CAPs Emission Reductions			
2030: • NO_x: 1 ton/year • NH_3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: <1 ton/year • SO_2: 2 tons/year • CO: 2 tons/year		2050: • NO_x: <1 ton/year • NH_3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: <1 ton/year • SO_2: <1 ton/year • CO: <1 ton/year	

HAP Emission Reductions	
2030: <1 ton/year	2050: <1 ton/year

ACTION M6: Develop a data center policy that incorporates environmental, community, and economic development considerations

Action Description: Develop data center policy that incorporates environmental (e.g., energy and water usage), community, and economic development considerations. The policy will explore tentative incentives, requirements, and energy generation requirements.

Primary Implementing Authorities: City of El Paso Economic and International Development Department, Planning and Inspections Department, local governments, and EPE

Authority to Implement: Local governments have authority to set development standards and incentives through zoning and permitting. They can include environmental criteria—such as energy efficiency, water use, and renewable sourcing—in site reviews and incentive agreements. Economic development teams can coordinate with companies and site selectors. Utilities assist with energy and water impact planning. Utility coordination ensures infrastructure capacity. No new authority is needed, but updates to zoning codes or development guidelines may be required.

Geographic Location/Scope	Region-wide	Implementation Timeline	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Resource Conservation • Public Health and Wellbeing			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Review existing data on data centers • Year 2: Approve policy			
Metrics for Tracking Progress			
• Number or percent of data centers participating in program • Number or percent of data centers disclosing energy or emissions information • Financing leveraged for community projects • Additional capital gained by region through data center industry			
GHG Emission Reductions			
2030: Not Modeled		2050: Not Modeled	
CAPs Emission Reductions			
2030: Not Modeled		2050: Not Modeled	

HAP Emission Reductions	
2030: Not Modeled	2050: Not Modeled



Measure 2: Support the Zero Emission Vehicle Transition

Most vehicles traveling in the El Paso region are powered by gasoline or diesel fuel. Though a CAP priority is to help residents and visitors shift these trips to active or public transportation modes under the *Promote Walking, Biking, and Riding Transit* measure, many of these trips cannot feasibly shift, as they may be too far, require a large vehicle for transporting goods, or the proper infrastructure is not in place. Helping to switch these vehicles to zero- or low-emission options when they are retired will reduce vehicle-related GHG emissions, air and noise pollution, and vehicle fuel and maintenance costs, and increase local jobs. In the near-term, implementation of this measure will focus on larger public and private fleets. As this measure supports vehicle electrification, its GHG reduction potential is related both to the reduction in gasoline or diesel fuel use AND the amount of renewable energy used in providing the region's electricity, which is addressed in part through the *Install Renewable Energy Systems* measure. Additionally, as the *Promote Walking, Biking, and Riding Transit* measure promotes the use of riding transit, it is important for these transit vehicles to be low- or zero-emissions to maximize GHG reductions from this measure.

Building on Regional Achievements

EPE's "Electric Vehicles for Everyone" includes Texas's residential and commercial EV incentive programs, in addition to offering EV rate plans, which offer special electricity rates to EV owners to encourage off-peak charging.[57, 58,59] Additionally, South Central Regional Transit District, which services part of the El Paso region, released a Zero Emission Bus Rollout Plan in 2022, which includes transitioning to a 100% emission-free bus fleet by 2035.[60]

ACTION M7: Implement EV charging policies for new buildings

Action Description: Develop an electric vehicle (EV) charging policy for new residential and commercial buildings that defines requirements for at-home EV charging readiness and new commercial parking lot EV charging.

Primary Implementing Authorities: City of El Paso Planning and Inspections Department, local governments, and building permitting agencies

Authority to Implement: Local governments have full authority to adopt EV charging requirements for new buildings through local amendments to building codes, zoning ordinances, or development regulations. They oversee the permitting process for new construction and can establish EV readiness or charging requirements for residential and commercial developments by ordinance. Such policies can apply to multifamily residential, commercial, and mixed-use projects. Implementation requires code revisions, stakeholder engagement (e.g., with developers and builders), and staff training on new inspection requirements. No new state or federal authority is needed; however, municipalities may choose to align with model codes (e.g., International Energy Conservation Code [IECC] appendices) or develop incentive programs for early adoption. Technical assistance from utilities and regional planning bodies can support rollout and compliance.

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[57] El Paso Electric. (n.d.). *Electric Vehicles for Everyone*. https://www.epelectric.com/ev

[58] El Paso Electric. (n.d.). *EV rate options*. https://www.epelectric.com/residential/electric-vehicles/ev-rate-options

[59] El Paso Electric. (n.d.). *EV Smart Rewards program*. https://www.epelectric.com/residential/electric-vehicles/ev-smart-rewards

[60] South Central Regional Transit District. (2022, June 3). *Zero-emission bus fleet rollout plan*. https://scrtd.org/zero-emission-bus-fleet

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
None identified			
Disbenefits and Solutions			
EV charging requirements could increase development costs but decrease future EV charging installation costs for building owners. To reduce additional costs, municipalities could offer technical assistance, workshops, and guidelines on EV-charging infrastructure requirements and best practices to streamline design and construction work and/or develop an EV-ready assistance incentive.			
Implementation Schedule and Milestones			
• Year 1: Convene stakeholder groups; forecast new building construction • Year 2 to 3: Adopt policy			
Metrics for Tracking Progress			
• Number of EV chargers installed due to policy • Number of homes and commercial buildings that are EV-ready due to policy			
GHG Emission Reductions			
2030: 66,998 MTCO2e/year		2050: 46,591 MTCO2e/year	
CAPs Emission Reductions			
2030: • NO_x: +22 tons/year • NH_3: +3 tons/year • PM 2.5: +13 tons/year • PM 10: +13 tons/year • VOCs: 44 tons/year • SO_2: +204 tons/year • CO: 332 tons/year		2050: • NO_x: 44 tons/year • NH_3: 1 ton/year • PM 2.5: 1 ton/year • PM 10: 2 tons/year • VOCs: 20 tons/year • SO_2: <1 ton/year • CO: 199 tons/year	
HAP Emission Reductions			
2030: +2 tons/year increase in HAPs due to increased electricity use		2050: +<1 ton/year increase in HAPs due to increased electricity use	

ACTION M8: Organize zero emission and hybrid vehicle ride-and-drive events for community members

Action Description: Conduct regular ride-and-drive events to promote awareness of and familiarity with EVs and other clean air vehicles and help local dealerships conduct their own events.

Primary Implementing Authorities: City of El Paso Office of Climate and Sustainability, El Paso Electric (EPE), local governments, nonprofit organizations, and auto dealerships

Authority to Implement: Local governments have the authority to plan and host public outreach and education events under general public engagement and sustainability mandates. Ride-and-drive events do not require new legal authority and can be implemented directly by municipal departments or in partnership with third-party organizers and local auto dealers. Local governments may use existing community event protocols, procurement tools, or sponsorship agreements to coordinate logistics. Collaboration with local dealerships ensures access to a range of vehicles, staff, and technical expertise. Nonprofits may assist with outreach and education, especially in underserved communities. Utilities may also participate by promoting incentives and providing charging infrastructure demonstrations. No new legislative action is necessary, though partnerships and waivers (e.g., for insurance or liability) may need to be structured in advance.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Economic Prosperity • Community Building			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Coordinate with EPE and local dealerships • Year 2: Implement events			
Metrics for Tracking Progress			
• Number of events • Number of community members participating			
GHG Emission Reductions			
2030: Included in Action M7		2050: Included in Action M7	
CAPs Emission Reductions			
2030: Included in Action M7		2050: Included in Action M7	
HAP Emission Reductions			
2030: Included in Action M7		2050: Included in Action M7	

ACTION M9: Transition municipal fleets to ZEVs

Action Description: Transition municipal fleets to zero emission vehicles (ZEVs) and create a Fleet Electrification Playbook that includes recommendations for planning, stakeholder engagement, and execution for electrification of light-, medium-, and heavy-duty vehicles.

Primary Implementing Authorities: City of El Paso Fleet Services Division, City of El Paso Office of Climate and Sustainability, and other local government fleet management departments

Authority to Implement: Local governments have full authority to manage and replace their own vehicle fleets, including transitioning to ZEVs. Local governments may implement ZEV transition plans through internal capital planning, procurement policy updates, and fleet electrification strategies. Municipal fleet managers oversee vehicle procurement, operations, and replacement cycles. Sustainability offices help align fleet transitions with climate goals and may coordinate planning, funding, and performance tracking. No new legislative authority is required. However, changes may involve adopting formal fleet transition targets, updating procurement procedures to prioritize ZEVs, and investing in supporting infrastructure (e.g., chargers at municipal yards). Partnerships with utilities can help assess grid capacity and plan phased deployment.

Geographic Location/Scope	Public Fleets	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Public Health and Wellbeing			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Identify pilot vehicles and funding • Year 2: Implement pilot • Year 3: Evaluate pilot • Year 4: Scale up to entire fleet			
Metrics for Tracking Progress			
• Percent total municipal fleet that is ZEV • Number or percent of miles traveled by municipal fleet that is electric • Municipal fleet fuel use (e.g., gasoline, diesel) and electricity use • Financial savings (fuel, vehicles, maintenance)			
GHG Emission Reductions			
2030: Included in Action M7		2050: Included in Action M7	
CAPs Emission Reductions			
2030: Included in Action M7		2050: Included in Action M7	
HAP Emission Reductions			
2030: Included in Action M7		2050: Included in Action M7	

ACTION M10: Install public EV charging stations

Action Description: Install Level 2 and fast charging stations for EVs at public parking lots and set affordable charging rates.

Primary Implementing Authorities: City of El Paso Capital Improvement and Transportation Departments, local governments, EPE, and regional utilities

Authority to Implement: Local governments have the authority to install EV charging infrastructure on public property through existing powers related to capital improvements, transportation planning, and land use. Cities can procure, install, and operate Level 2 and DC fast chargers on public parking lots and rights-of-way, or contract private operators through franchise or concession agreements. Coordination with utilities is required for site selection, interconnection approval, technical review, and load management, and utilities may provide incentives or rebates for hardware installation. No new statutory authority is required; however, local permitting and procurement procedures may need to be updated to support streamlined deployment.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Savings to Residents and Businesses			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Identify pilot EV charging locations and funding sources • Year 2: Implement pilot EV stations • Year 3: Evaluate pilot • Year 4: Scale up charger installations			
Metrics for Tracking Progress			
• Number of public EV chargers installed • Percent utilization rate • Charger uptime (percent of days charger is operational)			
GHG Emission Reductions			
2030: Included in Action M7		2050: Included in Action M7	
CAPs Emission Reductions			
2030: Included in Action M7		2050: Included in Action M7	
HAP Emission Reductions			
2030: Included in Action M7		2050: Included in Action M7	

ACTION M11: Develop alternate fuel hubs for buses and heavy-duty fleet vehicles

Action Description: Develop alternate fuel production facilities (e.g., green hydrogen, biofuels, renewable natural gas, etc.) that can serve transit fleet operators, local government vehicle fleets, and potentially other large regional fleet operators. Fuel would primarily be used to decarbonize medium- and heavy-duty vehicles.

Primary Implementing Authorities: Sun Metro (City of El Paso Mass Transit Department), City of El Paso Fleet Services, regional transit agencies, local governments, and fuel providers (e.g., hydrogen, renewable natural gas [RNG], biodiesel suppliers)

Authority to Implement: Local governments and transit agencies have authority to develop and operate alternative fuel hubs for public fleets and may enter into agreements with private operators or utilities. Transit and fleet departments lead site planning and vehicle integration, while private fuel providers or utilities may design, build, and operate fueling infrastructure. Local governments may support with permitting, land use planning, and interagency coordination. Deployment may occur on public land or in coordination with regional freight operators through interlocal agreements. Infrastructure may include hydrogen fueling stations, RNG compressors, or high-capacity EV charging depots. Cities can use existing siting and permitting authority, capital improvement planning, and procurement processes to launch projects. No new legislative authority is required, but successful implementation may involve coordination with state agencies (e.g., Texas Commission on Environmental Quality [TCEQ], Texas Department of Transportation [TxDOT]), participation in federal programs (e.g., Environmental Protection Agency [EPA] Clean Heavy-Duty Vehicles Program), and updates to local codes for fueling technologies. Utility collaboration is essential for energy supply planning.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Long-term
Cost Information	Under development	**Primary Benefits**	Mitigation

Community Benefits

- Economic Prosperity
- Savings to Residents and Businesses

Disbenefits and Solutions

None identified

Implementation Schedule and Milestones

- Year 1 to 2: Convene stakeholders; identify alternate fuel hub locations; identify funding sources
- Year 2 to 3: Implement pilot fuel hubs
- Year 4: Evaluate pilot
- Year 5 to 7: Scale up fuel hubs

Metrics for Tracking Progress

- Number of alternate fuel production facilities and fueling hubs
- Quantity of alternate fuel purchased from hubs annually

GHG Emission Reductions	
2030: 322 MTCO2e/year	2050: 265 MTCO2e/year
CAPs Emission Reductions	
2030: • NO_x: <1 ton/year • NH_3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: <1 ton/year • SO_2: <1 ton/year • CO: 2 tons/year	2050: • NO_x: <1 ton/year • NH_3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: <1 ton/year • SO_2: <1 ton/year • CO: 1 ton/year
HAP Emission Reductions	
2030: N/A	2050: N/A

ACTION M12: Develop alternative fuel freight corridors

Action Description: Identify and plan for freight vehicle refueling infrastructure needs to support industry transition toward low- or zero emission freight vehicles.

Primary Implementing Authorities: City of El Paso Office of Climate and Sustainability, TxDOT, MPO, local governments, and freight and logistics industry partners

Authority to Implement: TxDOT and the MPO have the authority to plan and designate freight corridors, while local governments control land use, permitting, and infrastructure deployment along the corridor. No new statutory authority is required to plan and support alternative fuel corridors. However, implementation involves coordinated action between multiple jurisdictions, public agencies, and private sector partners. Local governments can facilitate the development of refueling stations (e.g., for hydrogen, CNG, RNG, or electric trucks) through zoning updates, right-of-way use, and incentive programs and play a key role in permitting and siting. Industry stakeholders help define refueling needs and usage patterns. TxDOT may incorporate corridor plans into the statewide freight strategy, while the MPO can allocate federal and state funding.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Long-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Economic Prosperity • Savings to Residents and Businesses			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			

• Year 1 to 2: Convene stakeholders; identify fuel corridor locations; identify funding sources • Year 2 to 3: Implement pilot projects • Year 4: Evaluate pilot • Year 5 to 7: Scale up projects	
Metrics for Tracking Progress	
• Number of alternative fuel refueling stations • Quantity of alternate fuel purchased from stations annually	
GHG Emission Reductions	
2030: Included in Action M11	2050: Included in Action M11
CAPs Emission Reductions	
2030: Included in Action M11	2050: Included in Action M11
HAP Emission Reductions	
2030: Included in Action M11	2050: Included in Action M11



Measure 3: Install Renewable Energy Systems

Renewable energy is generated from sources that are naturally replenished, such as the sun, wind, water, and heat energy from the earth. When used to generate electricity instead of fossil fuels, renewable energy can greatly decrease the emissions associated with electricity use. Large-scale renewable energy sources can be integrated into the electric grid by electric utilities, or residents, businesses, and local governments can install solar, wind, or other renewable energy systems locally. Expanding renewable energy systems can also increase energy resilience, lower electricity costs, create jobs, and improve public health by reducing co-pollutants associated with fossil fuel-based electricity production. Additionally, other measures, such as *Support the Zero Emission Vehicle Transition* and *Increase Energy Efficiency and Decarbonize Buildings*, promote electrification as a primary method for reducing GHG emissions. Switching to renewable energy is important to help maximize emissions reductions in these other measures.

Building on Regional Achievements

EPE's Community Solar Program, first launched in 2017, was Texas's first community solar program. It allows residents and businesses to subscribe to solar energy without installing rooftop panels. It is powered by local utility-scale solar farms and is offered to renters, homeowners, and businesses. The program supports EPE's goal of achieving 100% carbon-free electricity by 2045.[61]

ACTION M13: Partner with utilities and startups to increase geothermal energy use

Action Description: Electric utilities, including EPE, can collaborate with geothermal startups to increase the renewable contributions to their electricity generation portfolios. Local governments can partner with geothermal companies to install geothermal pilot projects to help provide heating and cooling to government operations, residential households, or industrial facilities.

Primary Implementing Authorities: Rio Grande Electric Cooperative, El Paso Electric (EPE), geothermal energy companies and startups, City of El Paso Office of Climate and Sustainability, local governments

Authority to Implement: Electric utilities have full authority over their generation portfolios and can invest in or procure geothermal energy consistent with Public Utility Commission of Texas (PUCT) regulations. Local governments can support or initiate geothermal energy pilot projects by contracting with developers, leasing public land, integrating systems into public buildings, and aligning permitting and incentives with clean energy goals. Developers and Housing Authorities can also act as partners. Utilities must adhere to regulatory guidelines for interconnection, reliability, and cost recovery when adding geothermal to their generation mix. No new statutory authority is required, but successful project development may depend on clarifying zoning classifications, interagency permitting coordination, and establishing joint development or purchase agreements. Local governments can also support market entry for geothermal startups through pilot-friendly procurement or demonstration site designations.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Medium-term

[61] El Paso Electric. (n.d.). *Community Solar Program*. https://www.epelectric.com/communitysolar/

Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Economic Prosperity • Savings to Residents and Businesses			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Convene stakeholder meetings • Year 2 to 4: Implement pilot projects; evaluate data; engage PUCT			
Metrics for Tracking Progress			
• Number of geothermal projects • Electricity generated from geothermal systems • Energy savings from use of geothermal energy			
GHG Emission Reductions			
2030: 21,487 MTCO2e/year		2050: 0 MTCO2e/year (Note: calculation does not estimate potential for geothermal energy systems to replace on-site stationary fuel combustion, such as natural gas)	
CAPs Emission Reductions			
2030: • NO_x: 18 tons/year • NH_3: 1 ton/year • PM 2.5: 2 tons/year • PM 10: 3 tons/year • VOCs: 1 ton/year • SO_2: 28 tons/year • CO: 21 tons/year		2050: • NO_x: <1 ton/year • NH_3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: <1 ton/year • SO_2: <1 ton/year • CO: <1 ton/year	
HAP Emission Reductions			
2030: <1 ton/year		2050: <1 ton/year	

ACTION M14: Procure renewable energy through utility contracts or subscriptions to meet electricity demand

Action Description: Electric utilities, such as El Paso Electric (EPE), can create clean energy procurement or subscription programs that allow government entities or businesses to voluntarily subscribe to energy generated from clean energy facilities. Subscribing to these programs allows subscribers access to solar energy at a predictable rate without installing panels on their property.

Primary Implementing Authorities: City of El Paso Office of Climate and Sustainability, local governments, EPE, Rio Grande Electric Cooperative

Authority to Implement: Local governments have procurement authority to select energy supply options for their facilities and operations, including participation in voluntary renewable energy programs. Utilities like EPE can offer green power products, long-term clean energy subscriptions, or utility-scale power purchase agreements (PPAs), subject to Public Utility Commission of Texas (PUCT) rules. No new legal authority is needed for participation in existing offerings. If new programs must be developed, utility regulatory filings and PUCT approval may be required. Participation decisions may require internal approval through local procurement policies or sustainability resolutions.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
None identified			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Promote program and increase enrollment • Year 2: Track progress and evaluate program • Year 3: Recommend improvements			
Metrics for Tracking Progress			
• Total electricity purchased from clean energy sources annually • Percent of total electricity purchased from clean energy sources annually • Number or percent of government entities enrolled in clean energy procurement or subscription programs			
GHG Emission Reductions			
2030: 843 MTCO2e/year		2050: 0 MTCO2e/year	
CAPs Emission Reductions			
2030: • NOx: 2 tons/year • NH3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: <1 ton/year • SO2: 3 tons/year • CO: 2 tons/year		2050: • NO_x: <1 ton/year • NH_3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: <1 ton/year • SO_2: <1 ton/year • CO: <1 ton/year	

HAP Emission Reductions	
2030: <1 ton/year	2050: <1 ton/year

ACTION M15: Implement solar-ready policies for new buildings

Action Description: Develop a policy to require all new residential and commercial construction to be solar-ready. Develop solar-ready guidelines to help applicants and reviewers determine compliance with the ordinance.

Primary Implementing Authorities: City of El Paso Planning and Inspections Department, local governments, and building permitting agencies

Authority to Implement: Local governments have existing authority to adopt solar-ready requirements through local amendments to building codes, zoning ordinances, or permitting regulations. Municipalities can mandate that new buildings include design features—such as roof orientation, load-bearing capacity, and conduit installation—that facilitate future solar system deployment. Solar-ready ordinances can be adopted under the same statutory authority used for energy code updates, often through city council approval. While no new state authority is required, local governments may choose to align their requirements with state-adopted model codes (e.g., International Energy Conservation Code) or coordinate with utilities for educational support. Implementation may require staff training, permitting checklist updates, and stakeholder outreach to reduce compliance barriers. Coordination with developers, architects, and contractors will be essential for implementation.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation and Adaptation
Community Benefits			
Adaptation			
Disbenefits and Solutions			
Solar-ready requirements could increase development costs but decrease future solar installation costs for building owners. To help address additional costs, municipalities could offer technical assistance, workshops, and guidelines on solar-ready requirements and best practices to streamline design and construction work and/or develop a solar-ready assistance incentive for developers.			
Implementation Schedule and Milestones			
• Year 1: Convene stakeholder groups; forecast new building construction • Year 2 to 3: Adopt policy			
Metrics for Tracking Progress			
• Percent of new buildings constructed annually that are solar-ready • Number of solar-ready buildings that install solar systems			
GHG Emission Reductions			
2030: 330 MTCO2e/year		2050: 0 MTCO2e/year	
CAPs Emission Reductions			

2030: • NOx: 3 tons/year • NH3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: <1 ton/year • SO2: 4 tons/year • CO: 3 tons/year	2050: • NO_x: <1 ton/year • NH_3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: <1 ton/year • SO_2: <1 ton/year • CO: <1 ton/year
HAP Emission Reductions	
2030: <1 ton/year	2050: <1 ton/year

ACTION M16: Incentivize battery storage installations

Action Description: Create an incentive program to help new and existing solar customers install battery storage systems.

Primary Implementing Authorities: Rio Grande Electric Cooperative, El Paso Electric (EPE), City of El Paso Office of Climate and Sustainability, local governments

Authority to Implement: Electric utilities have existing authority to develop and administer battery storage incentive programs under their demand-side management and grid reliability responsibilities, subject to PUCT oversight. Local governments can support implementation by facilitating outreach, offering complementary incentives, or co-developing program goals and evaluation metrics. Municipalities may also use zoning, permitting, and building codes to encourage battery storage readiness or deployment in public and private developments. No new statutory authority is required but coordinated program design may involve memorandums of understanding (MOUs) or interagency agreements between utilities and municipal entities.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Mitigation and Adaptation
Community Benefits			
• Adaptation • Savings to Residents and Businesses			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Develop pilot project • Year 2 to 3: Gain approval from PUCT • Year 4: Implement pilot			

• Year 5 to 7: Implement full program	
Metrics for Tracking Progress	
• Number of incentives provided • Number of battery storage systems installed due to incentives • Reduction in regional peak demand	
GHG Emission Reductions	
2030: Included in Action M15	2050: Included in Action M15
CAPs Emission Reductions	
2030: Included in Action M15	2050: Included in Action M15
HAP Emission Reductions	
2030: Included in Action M15	2050: Included in Action M15

ACTION M17: Install solar panels on public buildings and public land as alternate energy sources and as shade structures

Action Description: Install solar panels over open government-owned spaces like parking lots, rooftops, canals, or vacant public land. Parking lot solar canopies double as shade and protection from urban heat.

Primary Implementing Authorities: City of El Paso Capital Improvement Department, Public Works Departments of local governments, El Paso Electric (EPE), and other regional municipalities

Authority to Implement: Local governments have full authority to install solar panels on municipally owned property under existing procurement, planning, and land use powers. City departments responsible for public facilities can initiate solar projects directly or through third-party power purchase agreements (PPAs), energy service contracts, or bond-financed capital projects. Interconnection with the grid is governed by the Public Utility Commission of Texas (PUCT), with EPE facilitating compliance. EPE may also assist with net metering or system performance data and may offer technical guidance or incentives. No new statutory authority is required, but cities may need to update procurement language to enable solar-specific contracts, including long-term energy service agreements or public-private partnerships. Local coordination with the utility is critical to ensure smooth grid integration and maximize system value.

Geographic Location/Scope	Public Buildings and Land	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation and Adaptation
Community Benefits			
• Adaptation • Public Health and Wellbeing • Circular jobs related to solar sector (i.e., dismantling and recycling of solar installations after 20 years)			

Disbenefits and Solutions	
None identified	
Implementation Schedule and Milestones	
• Year 1: Define pipeline of solar projects in the region; develop education and workshops on public solar • Year 2: Install solar systems	
Metrics for Tracking Progress	
• kW of solar installed on public buildings/land • kWh of solar produced annually • Financial savings annually and over project lifetime	
GHG Emission Reductions	
2030: 275 MTCO2e/year	2050: 0 MTCO2e/year
CAPs Emission Reductions	
2030: • NO_x: 2 tons/year • NH_3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: <1 ton/year • SO_2: 4 tons/year • CO: 3 tons/year	2050: • NO_x: <1 ton/year • NH_3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: <1 ton/year • SO_2: <1 ton/year • CO: <1 ton/year
HAP Emission Reductions	
2030: <1 ton/year	2050: <1 ton/year



Measure 4: Promote Sustainable Food Systems and Waste Management Practices

Local, sustainable, and self-sufficient food production and distribution systems can reduce GHG emissions from agricultural practices, landfilling food waste, and food transportation. Sustainable food production, also known as sustainable agriculture, uses techniques that aim to protect the environment, expand natural resources, make the best use of nonrenewable resources, and in some cases, increase overall carbon sequestration. Sustainable food systems can create local, high-quality jobs, reduce grocery costs, increase access to healthy food, improve food and water use resiliency, enhance community connectivity, and reduce food waste sent to landfills.

Landfills and wastewater treatment plants produce GHG emissions through the decomposition of organic matter. Waste emissions can be decreased by reducing the total amount of waste thrown away, diverting waste from landfills to compost or recycling facilities, or capturing and using the biogas generated as an energy source. This measure not only reduces GHGs from landfills, wastewater treatment plants, and waste transportation systems, but also increases local jobs and reduces waste disposal costs, landfill odors, and the need for raw materials by providing recycled materials and composting ingredients.

Building on Regional Achievements

An El Paso business, New Green Organics, currently offers a “green bin” composting service, where they collect food scraps from residents and turn them into ready-to-use compost. It began in 2021 and offers full-service compost at a monthly subscription rate.[62]

ACTION M18: Improve recycling practices

Action Description: Reduce amount of recyclable materials ending up in landfill through education and outreach on recycling practices and expanding recycling services. Focus on materials that can be recycled locally such as aluminum and on improving recycling at apartment complexes.

Primary Implementing Authorities: City of El Paso Environmental Services Department, local governments, regional solid waste authorities, and contracted recycling haulers

Authority to Implement: Environmental services agencies manage municipal recycling programs, including curbside collection, public education, and materials recovery. Local governments have existing authority to improve recycling programs through municipal code, service contracts, and public education campaigns. Cities can expand recycling access, update accepted materials lists, and implement outreach strategies through administrative action or ordinance. No new legislative authority is required. Improvements may involve contracting with haulers to increase multifamily service coverage, investing in materials recovery facilities (MRFs), or launching contamination-reduction initiatives. State permitting and reporting requirements (e.g., Texas Commission on Environmental Quality [TCEQ] solid waste rules) apply to facility upgrades. Regional collaboration can help harmonize recycling standards, reduce market confusion, and increase diversion rates.

[62] New Green Organics. (n.d.). *Green Bin Program*. Retrieved June 2025, from https://www.newgreenorganics.com/green-bin-program?utm_source=chatgpt.com

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Resource Conservation			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Develop education and outreach program; convene with waste haulers and treatment facilities • Year 2: Implement program			
Metrics for Tracking Progress			
• Number of incentives provided • Number of battery storage systems installed due to incentives • Reduction in regional peak demand			
GHG Emission Reductions			
2030: 4,974 MTCO2e/year		2050: 4,974 MTCO2e/year	
CAPs Emission Reductions			
2030: • NO_x: 1 ton/year • NH_3: <1 ton/year • PM 2.5: 3 tons/year • PM 10: 3 tons/year • VOCs: 2 tons/year • SO_2: <1 ton/year • CO: 27 tons/year		2050: • NO_x: 1 ton/year • NH_3: <1 ton/year • PM 2.5: 3 tons/year • PM 10: 3 tons/year • VOCs: 2 tons/year • SO_2: <1 ton/year • CO: 27 tons/year	
HAP Emission Reductions			
2030: N/A		2050: N/A	

ACTION M19: Implement community-wide composting for food and yard waste

Action Description: Implement composting program to remove food and yard waste from solid waste stream before it goes to landfills.

Primary Implementing Authorities: City of El Paso Environmental Services Department, regional solid waste agencies, local governments, and contracted waste haulers.

Authority to Implement: Local governments have full authority to implement residential and commercial composting programs through municipal waste ordinances and solid waste service contracts. Environmental Services Departments operate or contract facilities, manage outreach, and set participation guidelines. Cities can adopt source separation requirements, establish collection programs, and permit or build composting facilities. Composting mandates or incentives can be introduced by ordinance. Private haulers may assist with collection and processing logistics. No new state authority is needed, though facilities must comply with Texas Commission on Environmental Quality (TCEQ) permitting requirements for organic waste processing.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Mitigation

Community Benefits

- Resource Conservation
- Economic Prosperity

Disbenefits and Solutions

None identified

Implementation Schedule and Milestones

- Year 1: Implement composting pilot
- Year 2: Evaluate pilot
- Year 3 to 7: Scale up program

Metrics for Tracking Progress

- Percent participation rate in program
- Number of customers served by program
- Amount of waste composted (pounds, tons/year)
- Diversion rate and waste composition

GHG Emission Reductions

2030: 3,774 MTCO2e/year	2050: 3,774 MTCO2e/year

CAPs Emission Reductions

2030: • NOx: <1 ton/year • NH3: <1 ton/year • PM 2.5: 2 tons/year • PM 10: 3 tons/year • VOCs: 2 tons/year • SO2: <1 ton/year	2050: • NO_x: <1 ton/year • NH_3: <1 ton/year • PM 2.5: 2 tons/year • PM 10: 3 tons/year • VOCs: 2 tons/year • SO_2: <1 ton/year

• CO: 20 tons/year	• CO: 20 tons/year
HAP Emission Reductions	
2030: N/A	2050: N/A

ACTION M20: Develop a construction and demolition waste diversion ordinance and explore establishing reuse/recycling facilities

Action Description: Develop a construction and demolition (C&D) waste ordinance that requires large construction projects to divert a certain percentage of C&D waste. Explore methods for establishing a C&D waste reuse/recycling facility.

Primary Implementing Authorities: City of El Paso Environmental Services Department, Planning and Inspections Department, local governments, regional solid waste authorities, and private C&D haulers and processors

Authority to Implement: Local governments manage permitting and inspection for construction projects. Local governments have full authority to adopt C&D waste diversion requirements through local ordinance and development code amendments. Cities can mandate that permitted projects divert a specified percentage of C&D waste, require waste management plans, and set enforcement protocols. Permitting and inspections staff can verify compliance through project documentation. Environmental Services Departments may support by facilitating facility siting, processing infrastructure, or public-private partnerships. No new state authority is required, though Texas Commission on Environmental Quality (TCEQ) permits are necessary for establishing or expanding C&D recycling facilities. Local governments may incentivize compliance by streamlining permit review or offering fee reductions for projects that meet diversion goals. Establishing public or private reuse/recycling centers may involve zoning adjustments and infrastructure investment, supported by grants or enterprise funding.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Resource Conservation			
Disbenefits and Solutions			
Additional equipment or labor needed to sort or shred materials to meet diversion requirements can increase costs for contractors. Local governments can work with contractors and waste haulers to understand current diversion practices and develop ordinance requirements that would reduce costs, such as establishing a minimum threshold of materials diverted as a percent of total project waste tonnage rather than requiring diversion of specific material streams. Diversion as a percentage of project by weight provides flexibility for the contractor to divert materials that may be easier to adapt into current practices (e.g., concrete, asphalt, rock and dirt) and forgo the diversion of materials that may require the purchase or rental of special equipment such a shredder.			
Implementation Schedule and Milestones			
• Year 1: Convene with contractors; develop policy language; research C&D facility feasibility			

• Year 2: Adopt policy, establish C&D facility feasibility • Year 3 to 4: Progress on C&D facility development	
Metrics for Tracking Progress	
• Quantity and percent of total C&D waste diverted (pounds, tons/year) and composition of waste	
GHG Emission Reductions	
2030: 1,113 MTCO2e/year	2050: 1,113 MTCO2e/year
CAPs Emission Reductions	
2030: • NOx: <1 ton/year • NH3: <1 ton/year • PM 2.5: 1 ton/year • PM 10: 1 ton/year • VOCs: 1 ton/year • SO2: <1 ton/year • CO: 6 tons/year	2050: • NO_x: <1 ton/year • NH_3: <1 ton/year • PM 2.5: 1 ton/year • PM 10: 1 ton/year • VOCs: 1 ton/year • SO_2: <1 ton/year • CO: 6 tons/year
HAP Emission Reductions	
2030: N/A	2050: N/A

ACTION M21: Capture and upgrade biogas to use as an energy source

Action Description: Establish renewable natural gas (RNG) facilities at solid waste or wastewater treatment plants. This initiative involves upgrading biogas generated during waste treatment to produce RNG, contributing to sustainable energy production. RNG produced can be used for on-site energy generation or as a transportation fuel.

Primary Implementing Authorities: City of El Paso Environmental Services Department, El Paso Water, local governments, wastewater utilities, and landfill operators

Authority to Implement: Public utilities and environmental services agencies are responsible for operating wastewater treatment plants and landfills which are key sources of biogas. Local governments and public utilities have existing authority to develop biogas capture and RNG systems at these facilities. Municipal utilities may implement biogas upgrading projects under their operational mandates, using enterprise funds, capital budgets, or third-party energy service agreements. No new statutory authority is required. However, interconnection with gas or electricity infrastructure may require coordination with utilities and compliance with state and federal emissions, safety, and reporting regulations (e.g., Environmental Protection Agency [EPA] Renewable Fuel Standard, Texas Commission on Environmental Quality [TCEQ] permits). Local governments can also adopt policies or incentives to encourage biogas use as a transportation or facility energy source. Public-private partnerships may enhance project viability and access to federal or state funding.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Economic Prosperity • Savings to Residents and Businesses			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Identify facilities • Year 2: Develop projects and identify funding • Year 3: Construct projects • Year 3 to 4: Construction completed			
Metrics for Tracking Progress			
• Number of RNG facilities developed • Quantity of biogas upgraded to RNG annually/quantity of RNG produced • Quantity of RNG used on-site or as fuel			
GHG Emission Reductions			
2030: Not Modeled		2050: Not Modeled	
CAPs Emission Reductions			
2030: Not Modeled		2050: Not Modeled	
HAP Emission Reductions			
2030: Not Modeled		2050: Not Modeled	

ACTION M22: Use water-based growing systems, such as hydroponics and aquaponics agriculture

Action Description: Work with local farmers, agriculture businesses, and/or community gardens to implement an indoor hydroponic and aquaponic system pilot project to provide local produce. This will reduce water use for food production and transportation emissions.

Primary Implementing Authorities: City of El Paso Economic and International Development Department, Planning and Inspections Department, local governments, local agriculture businesses, and community-based organizations

Authority to Implement: Local governments have authority to support hydroponic and aquaponic systems through zoning allowances, pilot project approvals, and public-private partnerships. Agricultural businesses and nonprofits lead system installation, operations, and community engagement. No new statutory authority is required. Local governments can revise local zoning codes to allow indoor and vertical farming in urban zones, offer expedited permits,

or make public facilities available for demonstration projects. Local governments may also provide technical assistance, financial incentives, or land access to support adoption. Implementation partnerships with agriculture businesses and universities may be formalized through memoranda of understanding or lease agreements. Projects must comply with building, health, and food safety regulations, but do not require new state-level permissions if sited and operated locally.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Mitigation and Adaptation
Community Benefits			
• Adaptation • Resource Conservation			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Convene with stakeholders; develop pilot projects • Year 2: Implement pilot projects • Year 3: Evaluate pilot projects and develop training • Year 4: Scale up program			
Metrics for Tracking Progress			
• Number of local farmers participating in program • Number of hydroponic/aquaponic system projects implemented			
GHG Emission Reductions			
2030: Not Modeled		2050: Not Modeled	
CAPs Emission Reductions			
2030: Not Modeled		2050: Not Modeled	
HAP Emission Reductions			
2030: Not Modeled		2050: Not Modeled	

ACTION M23: Develop local food hubs

Action Description: Construct local food hubs so that communities can get produce and grocery staples from local sources. This will help eliminate food deserts, reduce freight transportation, and promote local food production. Food hubs will also provide other services such as cooling and emergency food distribution.

Primary Implementing Authorities: City of El Paso Economic and International Development Department, Planning and Inspections Department, local governments, and nonprofit or cooperative food organizations

Authority to Implement: Local governments have existing authority to support and facilitate the development of food hubs through zoning, land use policy, and public-private partnerships. Local governments can designate sites for food hubs, amend codes to allow for mixed-use and light industrial food uses, and provide funding or facility access through economic development tools. Nonprofits and cooperatives typically operate the hubs, handle aggregation and distribution, and manage community engagement and vendor coordination. Public markets, cold storage, and food aggregation facilities can be implemented under current municipal authority. No new statutory authority is required.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Mitigation and Adaptation

Community Benefits

- Adaptation
- Public Health and Wellbeing
- Economic Prosperity
- Savings to Residents and Businesses
- Community Building

Disbenefits and Solutions

None identified

Implementation Schedule and Milestones

- Year 1: Convene stakeholders; plan food hub development
- Year 2: Identify funding
- Year 3: Begin construction
- Year 4 to 5: Complete construction

Metrics for Tracking Progress

- Number of food hubs developed
- Population or communities served by food hubs
- Pounds or tons/year of local food produced/sold

GHG Emission Reductions	
2030: Not Modeled	2050: Not Modeled
CAPs Emission Reductions	
2030: Not Modeled	2050: Not Modeled
HAP Emission Reductions	
2030: Not Modeled	2050: Not Modeled

Measure 5: Promote Walking, Biking, and Riding Transit

Active transportation and public transit options reduce transportation-related GHG emissions by helping residents, workers, and visitors reduce their reliance on passenger vehicles. Active transportation includes any human-powered mobility, such as walking, biking, or rolling, while public transit includes options like buses, shuttles, trolleys, and rail. Improvements to active transportation systems, like sidewalks and bike lanes, and public transit systems, like bus routes or transit stops, can encourage residents to switch from personal vehicles to active transportation or public transit modes. Sustainable land use planning can also promote urban development that concentrates jobs, housing, services, and amenities around efficient transportation systems. These compact, mixed-use, pedestrian- and bicycle-friendly developments are also typically located close to transit options. Promoting alternative transportation options can also reduce air and noise pollution from passenger vehicles, improve public health and wellbeing by promoting active lifestyles, decrease passenger vehicle fuel and maintenance costs, enhance economic prosperity and mobility, and improve community connectivity.

Building on Regional Achievements

El Paso's Safe Routes to School program is a strategy to promote walking and biking to school and engage the community to create a healthier environment for El Paso students. The program combines infrastructure improvements, education, community engagement, and policy changes. The program began in December 2023 and included community engagement. [63] The City of El Paso also developed a Complete Streets policy in 2022 which serves to create a connected, resilient, and equitable transportation network through a shift in street and road design that ensures equitable access to community resources for all people. The policy provides a framework for integrating a Complete Streets approach into plans, policies, decision-making processes, funding priorities, and everyday practices across relevant city departments.[64]

ACTION M24: Implement Complete Streets conversion projects to improve walking, biking, and public transit use

Action Description: Complete Streets is an approach to planning, designing, building, operating, and maintaining streets that enables safe and comfortable access for all people who need to use them, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Use Complete Streets to reserve lanes in busy downtown areas or along highways for transit vehicles only, so that transit is not slowed by other traffic.

Primary Implementing Authorities: City of El Paso Capital Improvement Department, regional municipalities, TxDOT, and MPO

Authority to Implement: Local governments and Texas Department of Transportation (TxDOT) have existing statutory authority to design, construct, and retrofit roadways under Complete Streets principles. Local governments can adopt Complete Streets policies by ordinance or resolution and apply design standards to capital improvement projects. Local transit agencies may also participate in design for bus rapid transit (BRT) and other transit-supportive features. TxDOT maintains jurisdiction over most major arterials and highways; therefore, local

[63] City of El Paso. (n.d.). *Safe Routes to School initiative*. Retrieved June 2025, from https://www.elpasotexas.gov/capital-improvement/safe-routes-to-school/

[64] City if El Paso. July 2022. *Complete Streets Policy*. Retrieved July 2025, from https://www.elpasotexas.gov/assets/Documents/CoEP/Capital-Improvement/Transportation-Planning/El-Paso-Complete-Streets-Policy.pdf

governments must coordinate with TxDOT to implement lane reconfigurations, bike/transit infrastructure, and pedestrian upgrades on those corridors. The Metropolitan Planning Organization (MPO) coordinates funding, planning, and project prioritization across jurisdictions. No new legal authority is required, but local adoption of Complete Streets design guidelines and interagency coordination agreements (e.g., through memorandums of understanding) may be necessary for consistent execution and cross-jurisdictional continuity.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Mitigation

Community Benefits

- Public Health and Wellbeing
- Economic Prosperity
- Community Building

Disbenefits and Solutions

None identified

Implementation Schedule and Milestones

- Year 1: Engage stakeholders; gather community feedback; design project
- Year 2: Complete plan development
- Year 3: Begin construction
- Year 3 to 4: Complete construction

Metrics for Tracking Progress

- Miles of new bike lanes and dedicated bike lanes
- Miles of dedicated transit lanes
- Number of projects implemented
- Number of automobile-pedestrian crashes
- Number of local road diet projects
- Walk Score rating
- Bus travel time versus bus idling time
- Percent change of population in each density class (low, low-medium, medium, etc.)

GHG Emission Reductions

2030: 611 MTCO2e/year	2050: 425 MTCO2e/year

CAPs Emission Reductions

2030: • NO_x: 1 ton/year • NH_3: <1 ton/year	2050: • NO_x: <1 ton/year • NH_3: <1 ton/year

• PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: 1 ton/year • SO_2: <1 ton/year • CO: 6 tons/year	• PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: <1 ton/year • SO_2: <1 ton/year • CO: 2 tons/year
HAP Emission Reductions	
2030: N/A	2050: N/A

ACTION M25: Expand existing micromobility systems for bikes and scooters

Action Description: Expand existing micromobility systems to promote the use of active transportation options, such as walking, biking, and scooters. Construct protected and/or separated bike paths along major commuting routes.

Primary Implementing Authorities: City of El Paso Capital Improvement and Planning Departments, Camino Real Regional Mobility Authority, regional municipalities, micromobility service providers, and the MPO

Authority to Implement: Local governments are responsible for transportation planning, street infrastructure, and permits for micromobility operators. Private vendors supply and operate bikes or scooters, while the Metropolitan Planning Organization (MPO) may provide funding or coordinate regional mobility strategies. The Camino Real Regional Mobility Authority manages the existing El Paso Bike Share Program, SunCycle.

Local governments have existing authority to regulate and expand micromobility systems through franchise agreements, right-of-way permits, and public infrastructure investments. Cities can contract with private providers, establish operational zones, and invest in supporting infrastructure (e.g., bike lanes, charging hubs). No new legislative authority is needed. However, municipal code updates may be required to reflect evolving micromobility definitions, fee structures, or safety standards. State transportation departments or the MPO may also need to be involved if projects affect state roads or require federal funding. Coordination across jurisdictions ensures consistent regulations and system interoperability across the region.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Public Health and Wellbeing • Economic Prosperity • Community Building			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			

• Year 1: Engage stakeholders; gather community feedback; design project • Year 2: Complete plan development • Year 3: Begin construction • Year 3 to 4: Complete construction
Metrics for Tracking Progress
• Miles of new bike lanes and dedicated bike lanes • Miles of trails • Number or percent of nodes connected • Number of automobile-pedestrian crashes • Increased SunCycle bike share program ridership
GHG Emission Reductions
2030: Included in Action M24 — 2050: Included in Action M24
CAPs Emission Reductions
2030: Included in Action M24 — 2050: Included in Action M24
HAP Emission Reductions
2030: Included in Action M24 — 2050: Included in Action M24

ACTION M26: Explore options to provide free public transit

Action Description: Provide free public transit to increase transit access across the region.

Primary Implementing Authorities: Sun Metro (City of El Paso Mass Transit Department), City of El Paso Office of Management and Budget, regional transit agencies, and local governments

Authority to Implement: Local transit agencies, such as Sun Metro, oversee fare structures and transit operations and have the authority to set fare policies, including the implementation of fare-free transit programs.
Fare structures are governed at the agency level and may be modified administratively or through governing board action. Local governments can provide financial support to offset lost fare revenue or reallocate existing funding sources to support fare-free operations. Local governments may support fare-free initiatives through policy directives or interlocal agreements. No new legislative authority is required; however, successful implementation depends on the identification of sustainable funding, stakeholder engagement (e.g., with unions and riders), and coordination with regional transportation planning bodies. Federal grants or pilot programs may also support transitional funding while evaluating long-term impacts on ridership, equity, and service delivery.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			

• Economic Prosperity • Savings to Residents and Businesses • Community Building	
Disbenefits and Solutions	
None identified	
Implementation Schedule and Milestones	
• Year 1: Seek board approval • Year 2: Begin pilot project • Year 3: Evaluate pilot project • Year 4: Implement free fares system-wide	
Metrics for Tracking Progress	
• Percent of transit systems in the region that offer free service • Percent of riders receiving free access • Transit ridership • Number of new transit riders	
GHG Emission Reductions	
2030: Included in Action M24	2050: Included in Action M24
CAPs Emission Reductions	
2030: Included in Action M24	2050: Included in Action M24
HAP Emission Reductions	
2030: Included in Action M24	2050: Included in Action M24

ACTION M27: Build transit-oriented developments to increase access to public transit

Action Description: Transit-oriented developments are dense hubs surrounding a new or existing major transit hub. Unlike park-and-rides, transit-oriented developments put retail, restaurants, grocery, other businesses, and/or dense, mixed-use residential housing closest to the transit stop so that all people can easily access shops without a personal vehicle.

Primary Implementing Authorities: City of El Paso Planning and Inspections Department, Housing and Community Development Department, local governments, Metropolitan Planning Organization (MPO), private developers, and Sun Metro

Authority to Implement: Local governments lead zoning and land use planning to support dense, mixed-use development near transit. Transit agencies and MPO coordinate station area planning and infrastructure investments, while private developers construct housing and commercial components. Local governments have full statutory authority to enable and promote Transit-Oriented Development (TOD) through zoning code amendments, overlay districts, infrastructure planning, and development incentives. Local governments may revise land use codes to allow increased density, reduce parking requirements, and streamline permitting near major transit hubs. They may also use tax increment financing, public-private partnerships, and

land assemblage tools to support TOD projects. Coordination with Sun Metro is necessary to align development with station locations and service capacity. No new authority is required, but interdepartmental collaboration and public engagement are key to overcoming barriers such as neighborhood resistance, land acquisition challenges, or infrastructure constraints. TOD strategies may also require affordable housing mandates or incentives to ensure equitable outcomes.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Mitigation

Community Benefits

- Public Health and Wellbeing
- Economic Prosperity
- Community Building

Disbenefits and Solutions

None identified

Implementation Schedule and Milestones

- Year 1: Engage stakeholders; gather community feedback; design project
- Year 2: Complete plan development
- Year 3: Begin construction
- Year 3 to 4: Complete construction

Metrics for Tracking Progress

- Percent of qualified developments built in TODs (using either square footage or number of developments)
- Number of communities served by transit
- Transit ridership
- Number of new transit riders
- Increase in population covered by transit services

GHG Emission Reductions

2030: 445 MTCO2e/year	2050: 309 MTCO2e/year

CAPs Emission Reductions

2030: • NO_x: 1 ton/year • NH_3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: <1 ton/year	2050: • NO_x: <1 ton/year • NH_3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: <1 ton/year

• SO_2: <1 ton/year • CO: 4 tons/year	• SO_2: <1 ton/year • CO: 2 tons/year
HAP Emission Reductions	
2030: N/A	2050: N/A

ACTION M28: Expand micro-transit projects like small shuttles to help people get from home to transit stops

Action Description: Operate a shuttle program to help close the gap between home and work and transit stops to increase ease of ridership and remove barriers for riders with mobility challenges (e.g., addressing first- and last-mile problems).

Primary Implementing Authorities: Sun Metro, City of El Paso Mass Transit and Planning Departments, regional municipalities, and local governments

Authority to Implement: Transit agencies such as Sun Metro have existing authority to develop and operate micro-transit programs under their general transportation service mandates. Micro-transit can be introduced administratively or as part of a broader service expansion strategy, and may be operated directly or via third-party vendors. Local governments can fund, promote, or supplement these services through interlocal agreements or transportation sales tax allocations. Local governments may also help identify service gaps or coordinate first-mile/last-mile connectivity through land use and transportation planning. No new legislative authority is required. However, successful implementation typically requires operational planning, fleet acquisition or contracting, community outreach, and potentially Federal Transit Administration (FTA) approvals if federal funding is involved. Regional coordination ensures micro-transit service areas connect effectively to major transit lines and hubs.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Public Health and Wellbeing • Economic Prosperity • Community Building			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Convene stakeholders to identify priority micro-transit routes and stops • Year 2: Identify funding for program • Year 3: Implement program			
Metrics for Tracking Progress			

• Number of shuttles put into service • Shuttle ridership • Number of communities served by shuttles • Miles traveled by shuttles	
GHG Emission Reductions	
2030: Included in Action M27	2050: Included in Action M27
CAPs Emission Reductions	
2030: Included in Action M27	2050: Included in Action M27
HAP Emission Reductions	
2030: Included in Action M27	2050: Included in Action M27

ACTION M29: Implement car-free hours to increase pedestrian street access

Action Description: Identify streets that are either retail or restaurant hubs or overburdened communities with unsafe driving, noise, and air pollution and close sections of the street on specific hours or days of the week. This can enhance pedestrian safety, increase foot traffic, and boost local business revenue.

Primary Implementing Authorities: City of El Paso Planning and Inspections Department, Police and Transportation Departments, Downtown Management District, and other local governments

Authority to Implement: Local governments have the authority to temporarily close public streets under existing police powers and traffic control regulations. Local governments may use event permitting, municipal code provisions, or temporary use ordinances to authorize car-free hours. Police departments are responsible for enforcement and safety during closures. The Downtown Management District has the authority to develop car-free hour initiatives in downtown El Paso. In some cases, city councils may adopt formal resolutions to establish recurring car-free events or designate specific corridors as open-street zones. No new statutory authority is needed; however, outreach to affected businesses and residents, as well as coordination with emergency services, is critical to address concerns and ensure operational feasibility. Local ordinances may be updated to streamline recurring closures or pilot new models.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Public Health and Wellbeing • Economic Prosperity • Community Building			
Disbenefits and Solutions			

None identified	
Implementation Schedule and Milestones	
• Year 1: Convene stakeholder groups; identify priority streets • Year 2: Implement program	
Metrics for Tracking Progress	
• Miles of streets targeted • Number of hours streets are car-free	
GHG Emission Reductions	
2030: 432 MTCO2e/year	2050: 300 MTCO2e/year
CAPs Emission Reductions	
2030: • NO_x: 1 ton/year • NH_3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: <1 ton/year • SO_2: <1 ton/year • CO: 4 tons/year	2050: • NO_x: <1 ton/year • NH_3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: <1 ton/year • SO_2: <1 ton/year • CO: 2 tons/year
HAP Emission Reductions	
2030: N/A	2050: N/A

ACTION M30: Update the zoning code to remove parking minimums

Action Description: Remove any minimum parking requirements from the zoning code. Allow developers to build without parking spaces if they choose.

Primary Implementing Authorities: City of El Paso Planning and Inspections Department, Zoning Commissions, and other regional municipal planning departments

Authority to Implement: Local governments have full legal authority to amend zoning codes, including the removal of minimum off-street parking requirements. Local governments can revise parking standards through legislative action (e.g., ordinance amendment), subject to public hearing and council approval. Planning departments lead the technical analysis and drafting, while city councils and zoning commissions oversee public review and approval. No additional state or federal authority is required. Removal of parking minimums may be implemented citywide or targeted to specific districts (e.g., downtowns, transit corridors). Implementation typically requires a planning process that includes stakeholder engagement, impact studies (e.g., on traffic or development patterns), and legal review. Optional actions may include pairing code changes with parking maximums, shared parking provisions, or incentive overlays to support affordable housing or transit-oriented development.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Savings to Residents and Businesses			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Convene stakeholder groups; develop zoning code amendment language • Year 2 to 3: Update zoning code			
Metrics for Tracking Progress			
• Zoning code approval • Estimated number of parking spaces reduced due to policy			
GHG Emission Reductions			
2030: Included in M29		2050: Included in M29	
CAPs Emission Reductions			
2030: Included in M29		2050: Included in M29	
HAP Emission Reductions			
2030: Included in M29		2050: Included in M29	



ACTION M31: Improve the frequency and quality of transit services

Action Description: Improve transit services by increasing the number of routes, service hours, and/or drop-off locations.

Primary Implementing Authorities: Sun Metro (City of El Paso Mass Transit Department), Metropolitan Planning Organization (MPO), and local governments

Authority to Implement: Transit agencies like Sun Metro have full authority to adjust transit frequency, routes, and service quality under existing local and federal operating mandates. Service enhancements may be implemented administratively or through board-approved service plans. Local governments may influence service priorities through budgeting or capital investment in supportive infrastructure (e.g., bus shelters, transit signal priority) and can provide outreach assistance. No new statutory authority is required, but securing sustainable funding is essential—typically through a combination of local revenues, federal grants, and regional transportation allocations. As the MPO allocates regional transportation funding and coordinates long-range planning, MPO coordination is necessary to align transit upgrades with broader regional mobility goals. Public input and equity assessments should guide service design to meet community needs effectively.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Public Health and Wellbeing			

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<tr><td colspan="2">

- Economic Prosperity
- Community Building

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<tr><td colspan="2">Disbenefits and Solutions</td></tr>
<tr><td colspan="2">None identified</td></tr>
<tr><td colspan="2">Implementation Schedule and Milestones</td></tr>
<tr><td colspan="2">

- Year 1: Convene stakeholders to identify transit needs
- Year 2: Develop transit expansion plan
- Year 3: Implement plan

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<tr><td colspan="2">Metrics for Tracking Progress</td></tr>
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- Number of transit stops
- Miles traveled by transit
- Quantity of service hours
- Number of communities served by transit
- Transit ridership
- Number of new transit riders
- Percent of transit network affected
- Percent change in time between transit vehicles

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<tr><td colspan="2">GHG Emission Reductions</td></tr>
<tr><td>2030: 382 MTCO2e/year</td><td>2050: 266 MTCO2e/year</td></tr>
<tr><td colspan="2">CAPs Emission Reductions</td></tr>
<tr><td>2030:

- NOx: 1 ton/year
- NH3: <1 ton/year
- PM 2.5: <1 ton/year
- PM 10: <1 ton/year
- VOCs: <1 ton/year
- SO2: <1 ton/year
- CO: 4 tons/year

</td><td>2050:

- NO_x: <1 ton/year
- NH_3: <1 ton/year
- PM 2.5: <1 ton/year
- PM 10: <1 ton/year
- VOCs: <1 ton/year
- SO_2: <1 ton/year
- CO: 1 ton/year

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<tr><td colspan="2">HAP Emission Reductions</td></tr>
<tr><td>2030: N/A</td><td>2050: N/A</td></tr>
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Measure 6: Monitor and Improve Air Quality

Local air quality is directly related to the concentration of co-pollutants in the region. Poor air quality can result in negative health impacts, such as increased cases of asthma and heart disease. To be able to take effective action, it is crucial to understand how co-pollutants are being released and where they are concentrated. Monitoring air quality in the region can help identify areas where levels of co-pollutants are high. As co-pollutants and GHGs are typically released together, reducing co-pollutants can improve public health and reduce GHGs.

Most of the region's co-pollutants are from highway vehicles. Freight trucks generate more co-pollutants than passenger vehicles because they have a lower fuel efficiency, primarily use diesel fuel, and do not have many zero emission alternatives currently in use or on the market. El Paso serves as a main port of entry, and the use of freight trucks is necessary to bring goods into the El Paso region and the rest of the country. Optimizing freight transportation routes, driver practices, and trucking regulations can improve local air quality, reduce noise pollution, reduce fuel and maintenance costs, improve overall traffic flow, and reduce freight GHG emissions.

Building on Regional Achievements

To better understand and address local air pollution, several monitoring efforts are underway. These include fixed-site regulatory monitors operated by the Texas Commission on Environmental Quality,[65] supplemental monitoring by the City of El Paso Department of Public Health,[66] and data collection through academic research initiatives, such as those by the University of Texas at El Paso's Department of Public Health Sciences.[67] These programs track pollutants including ozone, nitrogen dioxide, and fine particulate matter (PM 2.5). Public education campaigns and citizen science efforts such as school-based monitoring and community air sensor deployments are being used to raise awareness and reduce exposure in highly impacted neighborhoods. Data from these programs support health advisories, policy development, and climate action planning.

ACTION M32: Coordinate infrastructure, policy, and operations to reduce truck idling at ports and freight corridors

Action Description: Work with the federal government and transportation and logistics companies to implement strategies to reduce freight truck idling at region's ports of entry, including optimizing truck routes and road infrastructure and investing in short-haul shuttle trains.

Primary Implementing Authorities: City of El Paso Office of Climate and Sustainability, International Bridges Department, local governments, U.S. Customs and Border Protection (CBP), Texas Department of Transportation (TxDOT), and freight and logistics companies

Authority to Implement: Multiple agencies/organizations with different aspects of authority would be involved in action implementation. Local governments coordinate regional freight policy and infrastructure planning. CBP and federal agencies control international bridge

[65] Texas Commission on Environmental Quality (TCEQ). (2023). *Air Monitoring Sites in Texas*. https://www.tceq.texas.gov/cgi-bin/compliance/monops/site_info.pl

[66] City of El Paso Department of Public Health. (2022). *Air Quality Program Overview*. https://www.elpasotexas.gov/public-health/environmental-health/air-quality/

[67] University of Texas at El Paso (UTEP). (2021). *Community Air Monitoring Research Projects*. https://www.utep.edu/public-health/research/index.html

operations. TxDOT manages state roadways and freight corridors. Private sector partners operate trucking fleets and logistics terminals.

Local governments can implement anti-idling measures within their jurisdiction and collaborate with federal and state partners to reduce truck wait times and emissions at ports of entry. While local governments lack direct authority over bridge operations, they may use zoning, traffic signal coordination, signage, and incentive programs to reduce idling. CBP controls border operations and must authorize any changes to queuing or inspection processes. TxDOT governs infrastructure design and improvements on state-managed roads. No new legislative authority is required, but interagency coordination is essential.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Long-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Public Health and Wellbeing			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1 to 2: Implement planning phase including permitting, conceptual design, preliminary cost estimate, stakeholder outreach • Year 3 to 4: Design project • Year 5: Begin construction • Year 6 to 8: Construction completed			
Metrics for Tracking Progress			
• Average wait times • Air quality monitor results			
GHG Emission Reductions			
2030: 299 MTCO2e/year		2050: 299 MTCO2e/year	
CAPs Emission Reductions			
2030: • NOx: 2 tons/year • NH3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: 1 ton/year • SO2: <1 ton/year • CO: 11 ton/year		2050: • NOx: 1 ton/year • NH_3: <1 ton/year • PM 2.5: <1 ton/year • PM 10: <1 ton/year • VOCs: 1 ton/year • SO_2: <1 ton/year • CO: 5 ton/year	
HAP Emission Reductions			

2030: N/A	2050: N/A

ACTION M33: Create, expand, or improve designated truck parking areas at El Paso Ysleta Port of Entry to reduce idling

Action Description: Create a designated parking area at El Paso Ysleta Port of Entry, located at the Ysleta–Zaragoza International Bridge, where truck drivers can park and wait to cross the international bridge instead of idling. Implement timed entry for vehicles and provide rest areas with amenities for driver use.

Primary Implementing Authorities: International Bridges Department, City of El Paso Office of Climate and Sustainability, local governments, U.S. Customs and Border Protection (CBP), and Texas Department of Transportation (TxDOT)

Authority to Implement: Local governments have authority to develop truck parking and staging areas within their jurisdiction, but implementation at the Ysleta Port of Entry requires coordination with federal and state agencies.
CBP controls access to the port and must authorize changes to staging and traffic flow. TxDOT involvement is needed for highway connections and signage. No new legal authority is required, but multi-agency coordination and site access agreements are essential. The City may use capital improvement programs, land use planning, and public-private partnerships to fund and operate designated parking zones with amenities.

Geographic Location/Scope	El Paso Ysleta Port of Entry	**Implementation Timeline**	Long-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Public Health and Wellbeing			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1 to 2: Convene stakeholders and develop plan • Year 2 to 3: Gain necessary approvals and identify funding • Year 3 to 5: Construct parking areas/rest areas • Year 5 to 7: Project completion			
Metrics for Tracking Progress			
• Number of truck parking spaces • Average wait times • Air quality monitor results			
GHG Emission Reductions			
2030: Included in Action M32		2050: Included in Action M32	
CAPs Emission Reductions			

2030: Included in Action M32	2050: Included in Action M32
HAP Emission Reductions	
2030: Included in Action M32	2050: Included in Action M32

ACTION M34: Reduce wait times at international bridges

Action Description: Use Intelligent Transportation Systems to manage wait times at the international bridges and communicate wait times in real-time through official channels, like a website or app.

Primary Implementing Authorities: U.S. Customs and Border Protection (CBP), City of El Paso Department of International Bridges, Texas Department of Transportation (TxDOT), and local governments

Authority to Implement: Reducing wait times at international bridges requires coordinated action between federal, state, and local agencies, with authority divided across jurisdictions. CBP controls inspection lanes, processing procedures, and customs staffing levels. Local governments, including the City of El Paso, manage bridge infrastructure and may implement Intelligent Transportation Systems (ITS) to improve queuing and real-time traveler information. Local governments can also facilitate stakeholder coordination and international engagement. TxDOT supports signal prioritization, road design improvements, and data integration on state roads. No new statutory authority is needed, but success depends on multi-agency agreements, data sharing protocols, and infrastructure investments.

Geographic Location/Scope	International Bridges	**Implementation Timeline**	Long-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
• Public Health and Wellbeing • Savings to Residents and Businesses			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Convene stakeholders to understand needs • Year 2: Identify priority system to manage wait times • Year 3 to 4: Develop and roll out system • Year 4 to 7: Evaluate and improve system			
Metrics for Tracking Progress			
• Average wait times • Air quality monitor results			
GHG Emission Reductions			
2030: Included in Action M32		2050: Included in Action M32	

CAPs Emission Reductions	
2030: Included in Action M32	2050: Included in Action M32
HAP Emission Reductions	
2030: Included in Action M32	2050: Included in Action M32

ACTION M35: Install air quality monitoring systems at the international bridges

Action Description: Install air quality monitoring systems at the international bridges to monitor air pollution from freight trucks.

Primary Implementing Authorities: City of El Paso Environmental Services Department, Texas Commission on Environmental Quality (TCEQ), U.S. Environmental Protection Agency (EPA), and local governments

Authority to Implement: Local governments have authority to install air quality monitors within their jurisdiction, including at or near international bridges, in partnership with state and federal agencies. Deployment of monitors near ports of entry may require site access agreements or coordination with federal agencies such as U.S. Customs and Border Protection (CBP). TCEQ sets monitoring standards and may support integration with the state network. No new statutory authority is required for installation, but adherence to EPA-approved protocols for data quality and instrument siting is needed to ensure results are valid for public reporting or regulatory use. Partnerships with regional health agencies and research institutions can enhance data interpretation and public communication.

Geographic Location/Scope	International Bridges	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
None identified			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1 to 2: Implement pilot projects • Year 3: Implement expanded project			
Metrics for Tracking Progress			
• Number of air quality monitors installed			
GHG Emission Reductions			
2030: N/A		2050: N/A	
CAPs Emission Reductions			
2030: N/A		2050: N/A	
HAP Emission Reductions			

2030: N/A	2050: N/A

ACTION M36: Install air quality monitoring systems in communities disproportionately impacted by poor air quality

Action Description: Install air quality monitoring systems throughout the region to help identify where air quality issues are most pressing. Communities can experience negative health impacts from traffic pollution and dust storms.

Primary Implementing Authorities: City of El Paso Environmental Services Department, local governments, Texas Commission on Environmental Quality (TCEQ), U.S. Environmental Protection Agency (EPA), and community-based organizations

Authority to Implement: Local governments have existing authority to deploy air quality monitors on public property or with landowner consent in residential areas.
No new statutory authority is required to install non-regulatory monitors for screening, public awareness, or community science efforts. TCEQ and EPA regulate compliance-grade monitors and can assist in ensuring alignment with national air monitoring standards if integration into official networks is desired. Coordination with community partners helps ensure site appropriateness, transparency, and local data use in planning or advocacy efforts.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation
Community Benefits			
None identified			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1 to 2: Implement pilot projects • Year 3: Implement expanded project			
Metrics for Tracking Progress			
• Number of air quality monitors installed • Percent of communities covered by air quality monitors			
GHG Emission Reductions			
2030: N/A		2050: N/A	
CAPs Emission Reductions			
2030: N/A		2050: N/A	
HAP Emission Reductions			
2030: N/A		2050: N/A	

Measure 7: Implement and Oversee Climate Actions

Local governments in the El Paso region have a responsibility to implement and oversee climate actions. Local governments can enable region-wide GHG reductions through unlocking funding, integrating sustainable practices into operations, and encouraging local action and leadership. This measure will help local government ts establish sustainable climate action implementation and management systems to promote long-lasting, systemic change.

Building on Regional Achievements

The City is participating in the LEED for Cities program, a national certification framework developed by the U.S. Green Building Council to help cities track and improve performance across key sustainability metrics. Through this effort, the City is monitoring indicators such as energy and water consumption, transportation patterns, waste diversion, and equity outcomes. The program supports data-driven policy and investment decisions and aligns local actions with national best practices. As part of the certification process, the City is also engaging communities to identify priorities and improve transparency. This initiative complements the CAP by providing a standardized framework to evaluate progress and guide continuous improvement.

ACTION M37: Establish green revolving loan funds to support sustainability projects in public buildings

Action Description: A green revolving loan fund is an internal capital pool that is dedicated to funding energy efficiency, renewable energy, and sustainability projects that generate cost savings. A portion of those savings are then used to replenish the fund (i.e., revolved) allowing for reinvestment in future projects of similar value. This establishes an ongoing funding vehicle that helps drive energy efficiency and sustainability over time, while generating cost savings and ensuring capital is available for important projects.

Primary Implementing Authorities: City of El Paso Office of Climate and Sustainability, Office of Management and Budget, Capital Improvement Department, and other local governments

Authority to Implement: Local governments have full authority to establish and manage internal revolving loan funds under existing financial and capital improvement powers. Sustainability offices support project selection and performance tracking. A green revolving loan fund can be established through a city ordinance, budget allocation, or administrative directive. The fund is typically capitalized with local revenues, grants, or energy savings from prior projects and is replenished by cost savings from completed energy efficiency or sustainability upgrades. No new legislative authority is required. Implementation may involve adopting internal loan policies, developing project eligibility criteria, and coordinating with facilities and finance departments for repayment tracking. Cities may also seek federal funding or philanthropic support to seed the fund and expand its impact.

Geographic Location/Scope	Public Buildings	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Mitigation and Adaptation
Community Benefits			
Adaptation			
Disbenefits and Solutions			

None identified	
Implementation Schedule and Milestones	
• Year 1: Convene internal departments to develop program • Year 2: Develop plan for fund structure • Year 3: Implement fund • Year 4: Projects can withdraw from fund	
Metrics for Tracking Progress	
• Number of projects accessing funds • Total funds allocated • Amount of savings replenishing the fund	
GHG Emission Reductions	
2030: N/A	2050: N/A
CAPs Emission Reductions	
2030: N/A	2050: N/A
HAP Emission Reductions	
2030: N/A	2050: N/A

ACTION M38: Integrate a climate and sustainability lens into government operations and decision-making

Action Description: Develop processes to integrate a climate lens into government operations and decision-making. Local governments should develop a Sustainability Management Plan and/or Sustainability processes to establish organization-wide standards for sustainable practices, sustainability-related goals and objectives, and provide guidance on developing strategies, plans, and programs through which sustainability goals will be pursued.

Primary Implementing Authorities: City of El Paso Office of Climate and Sustainability, Office of Management and Budget, departmental sustainability liaisons, and other local governments

Authority to Implement: Local governments have existing administrative authority to develop internal policies and procedures that embed sustainability and climate goals across departments.
Local governments can adopt a Sustainability Management Plan or similar framework through executive action or council resolution. This may include setting emissions targets, procurement guidelines, energy efficiency standards, and decision-making criteria. The Office of Sustainability coordinates interdepartmental standards and reporting, while individual departments embed climate considerations into their planning, procurement, and operations. No new statutory authority is required. Implementation typically involves developing guidance documents, staff training, and establishing monitoring and reporting processes. Integration may be supported through local budget priorities, departmental performance metrics, and interdepartmental working groups. External consultants or peer city models can inform best practices for successful institutionalization.

Geographic Location/Scope	Public Operations	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation and Adaptation
Community Benefits			
Adaptation			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Define key guidance documents/procedures • Year 2: Approve procedures/policies and track compliance/progress			
Metrics for Tracking Progress			
• Percent of spending on sustainable projects, services, materials, etc.			
GHG Emission Reductions			
2030: N/A		2050: N/A	
CAPs Emission Reductions			
2030: N/A		2050: N/A	
HAP Emission Reductions			
2030: N/A		2050: N/A	

ACTION M39: Create a mini-grant program to support neighborhood-level climate action

Action Description: Create a mini-grant program designed to support local community organizations and businesses in implementing projects that promote sustainability and resilience. The program would fund projects within city limits and encourage projects that further Climate Action Plan goals, build community partnerships, and leverage local and federal funding.

Primary Implementing Authorities: City of El Paso Office of Climate and Sustainability, Community and Human Development Department, local governments, and nonprofit partners

Authority to Implement: Local governments have full authority to establish and manage competitive grant programs using general funds, federal aid, or philanthropic contributions. A mini-grant program can be launched via administrative action or council-approved budget allocation. No new legal authority is required. Local governments may define eligibility criteria, selection processes, reporting requirements, and priority areas (e.g., tree planting, energy efficiency, heat mitigation projects, community gardens). Programs can be administered in-house or through fiscal intermediaries. Community-based organizations may help implement funded projects and ensure alignment with neighborhood needs.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Near-term

Cost Information	Under development	**Primary Benefits**	Mitigation and Adaptation
Community Benefits			
• Adaptation • Economic Prosperity • Community Building			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Develop and launch program			
Metrics for Tracking Progress			
• Total funds allocated • Number of projects funded			
GHG Emission Reductions			
2030: N/A		2050: N/A	
CAPs Emission Reductions			
2030: N/A		2050: N/A	
HAP Emission Reductions			
2030: N/A		2050: N/A	



Measure 8: Cool Communities, Protect Health, and Increase Native Ecosystems

The El Paso region regularly experiences extreme heat, which is projected to worsen in the coming decades, both in terms of higher maximum and average temperatures and duration of extreme heat season. Prolonged exposure to high temperatures poses serious health risks, especially for children, seniors, and low-income residents, and places added stress on infrastructure and energy systems. This measure focuses on expanding tree canopy, restoring native vegetation, and implementing green infrastructure solutions such as shade structures and cool pavements to lower surface and air temperatures in priority areas. These strategies not only help cool neighborhoods and reduce heat-related illness, but also improve air quality, enhance stormwater management, and restore native ecosystems that support biodiversity and regional resilience.

Trees and other plants can capture, or sequester, CO_2 through the natural process of photosynthesis. Increasing the number of trees and natural spaces, such as community gardens and parks, can sequester CO_2 and reduce the urban heat island effect, lower energy costs, improve air quality, enhance ecosystems, increase resiliency to flooding and heat waves, add local jobs, and improve the health and wellbeing of residents.

Building on Regional Achievements

El Paso's Neighborhood Tree Adoption initiative through 915 Tree Keepers plants trees in underserved areas to boost urban greenery. It aims to cool neighborhoods and reduce urban heat islands by increasing shade. The program directly improves air quality through pollutant and carbon dioxide absorption.[68]

ACTION A1: Develop a community stewardship program to mitigate heat by increasing tree canopy and shading, focused on cooling homes, community centers, and neighborhoods

Action Description: Engage volunteers and neighborhood groups in collaboration with public maintenance crews to create a tree stewardship program to plant and care for shade trees in areas with socially vulnerable communities, low existing shade canopy, high exposure to extreme heat, and/or along bike and pedestrian routes. Building on the 915 Tree Keepers program, adopt a train-the-trainer approach to equip community members with best practices on siting, selecting appropriate species, planting, and maintaining trees. Planting shade trees and other local flora can reduce the urban heat island, cool communities, and provide shade. If planted near homes and buildings such as community centers and schools, tree shading can also lower indoor temperatures and save energy. In public areas where trees are not feasible, explore shade structures.

Where possible, prioritize trees with larger shade canopies; developing a list of shade trees can facilitate implementation. A community-driven tree-planting process can build community capacity and create ownership over the program, which can lead to higher survival rates for trees. Consider establishing local tree nurseries or tree farms to help supply the region with local trees.

Primary Implementing Authorities: Local governments (City of El Paso Parks and Recreation, Capital Improvement Department (CID), Community & Human Development, and the Office of

[68] City of El Paso. (2023, October). *915 Tree Keepers: Neighborhood Tree Adoption Program*. https://www.elpasotexas.gov/community-and-human-development/915-tree-keepers/

Climate and Sustainability) in partnership with Community-Based Organizations (CBOs), nonprofits, and other stakeholders (Sembrando Esperanza, University of Texas El Paso [UTEP], and the El Paso Master Gardener program)

Authority to Implement: Local governments have existing authority to develop and administer tree planting and urban greening programs. Programs may be launched administratively or via city council resolutions. Local governments can allocate funding, dedicate staff, and use right-of-way and public land for planting. Stewardship models may involve public-private partnerships, training programs, or grants to local groups. Projects must comply with local tree ordinances and utility clearances.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Near-term
Cost Information	Under development	**Primary Benefits**	Mitigation and Adaptation
Community Benefits			
• Mitigation • Public Health and Wellbeing • Environmental Stewardship • Resource Conservation • Economic Prosperity • Savings to Residents and Businesses • Community Building			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Create working group • Year 1 and Ongoing (Every planting season, Oct–April): Stewardship activities—plant trees, track milestones (e.g., X number of trees planted), and develop a volunteer leadership program • Year 2 and every 3 to 5 years thereafter: Conduct heat analysis updates			
Metrics for Tracking Progress			
• Number of volunteers engaged and hours accrued • Number of local tree nurseries/tree farms established • Percentage of tree canopy cover at the neighborhood level and city level			
GHG Emission Reductions			
2030: 2,103 MTCO2e/year		2050: 2,103 MTCO2e/year	
CAPs Emission Reductions			
2030: • NO_x: 2 tons/year		2050: • NO_x: 2 ton/year	

• NH_3: N/A • PM 2.5: <1 ton/year • PM 10: 5 tons/year • VOCs: N/A • SO_2: <1 ton/year • CO: <1 ton/year	• NH_3: N/A • PM 2.5: <1 ton/year • PM 10: 5 tons/year • VOCs: N/A • SO_2: <1 ton/year • CO: <1 ton/year
HAP Emission Reductions	
2030: N/A	2050: N/A

ACTION A2: Adopt a heat-resilient building code

Action Description: Update the City of El Paso's building code to incorporate standards to increase building resilience against extreme heat. This can help maintain cooler indoor temperatures, save energy by reducing cooling demand, and protect vulnerable communities.

A heat-resilient building code should require improved building insulation and cool roofs and walls, which reduce the amount of solar energy absorbed by buildings. Cool roofs can include a range of roofing materials, colors, and styles, such as tiles, shingles, coatings, and modified bitumen membranes. The solar reflectance index (SRI) measures how effectively the roof reflects solar heat; the building code should set a minimum SRI for new and renovated roofs. Cool roofs can be up to 50°F cooler than standard roofs, which significantly lowers indoor temperatures and improves building energy performance and roof lifespan.

Additionally, a heat-resilient building code should also include window performance standards, window treatments, passive cooling techniques (e.g., shading, cross-ventilation, building orientation), and cool pavements. Implementation can start with new construction and be phased into major retrofits. Public buildings can be used to pilot new requirements; prioritize implementation for schools, community centers, hospitals, and other facilities.

Primary Implementing Authorities: Local governments (Office of Climate and Sustainability, Capital Improvement Department [CID], Planning and Inspections, Code Enforcement, Community and Human Development) and code advisory boards

Authority to Implement: Local governments have full authority to adopt and amend local building codes, including provisions that improve resilience to extreme heat. No new authority is required. Heat-resilient codes can be adopted through municipal ordinance under a city's existing police power to protect public health and safety.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Mitigation and Adaptation
Community Benefits			
• Public Health and Wellbeing • Resource Conservation • Savings to Residents and Businesses			

• Equity and Quality of Life
Disbenefits and Solutions
Developers may have concerns about the potential for increased construction costs or added complexity. Similarly, residents may worry about the possibility of higher housing prices. To address these concerns, implementation can be phased, accompanied by incentives or rebates to ease the transition. Providing clear guidance and effectively communicating the long-term savings and benefits can help build support among both developers and the community.
Implementation Schedule and Milestones
• Year 1: Initiate ongoing efforts for regular evaluations and updates by convening stakeholder meetings and developing an inventory of buildings • Year 2 to 4: Implement voluntary reporting program • Year 5 to 7: Adopt code
Metrics for Tracking Progress
• Successful adoption of building code • Number of new buildings permitted under updated code • Percent of permitted buildings with cool roofs

ACTION A3: Develop climate-resilient building codes and development standards

Action Description: Update building codes and development standards in El Paso to ensure new construction and major renovations are equipped to withstand extreme weather conditions including heat waves, flooding, poor air quality, and high winds. Climate-resilient codes protect critical building systems, reduce the risk of structural failure, and help maintain habitability during climate-driven emergencies.

This action includes standards for elevating or floodproofing mechanical, electrical, and plumbing (MEP) systems, especially in flood-prone areas; anchoring roof structures to prevent wind uplift damage during dust storms or severe weather events; minimum energy efficiency and building envelope performance to improve thermal comfort and reduce energy use during extreme heat; improved ventilation systems and building envelope sealing to reduce air quality impacts; and reduction of impermeable surfaces around buildings to reduce stormwater runoff and improve site-level drainage.

Development standards should also incorporate land use strategies that avoid vulnerable areas (e.g., floodplains), preserve green space for stormwater management, and support passive cooling through orientation, shading and shade structures, and landscaping. Standards can also encourage or incentivize use of sustainable building materials, ideally locally produced. Adoption can follow a phased approach, beginning with new public buildings and areas with higher exposure to climate hazards, then expanding to citywide applicability.

Primary Implementing Authorities: Local governments (Office of Climate and Sustainability, Capital Improvement Department (CID), Planning and Inspections, Code Enforcement, Community & Human Development, City-County Office of Emergency Management)

Authority to Implement: Local governments have the authority to adopt building codes and land development standards under their general police and land use powers. These updates can be implemented through ordinance or resolution. Local governments may align updates with national model codes (e.g., International Code Council (ICC), American Society for Civil Engineers (ASCE) standards), Federal Emergency Management Agency (FEMA) guidance, or resilience-focused overlays in zoning codes. Coordination with El Paso Water, the fire marshal, and other reviewing agencies ensures technical feasibility and enforcement. Adoption may be phased or incentivized through expedited permitting or resilience certification programs.

Geographic Location/Scope	City of El Paso	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Adaptation

Community Benefits

- Public Health and Wellbeing
- Resource Conservation
- Community Building
- Savings to Residents and Businesses

Disbenefits and Solutions

Developers may have concerns about the potential for increased construction costs or added complexity. Similarly, residents may worry about the possibility of higher housing prices. To address these concerns, implementation can be phased, accompanied by incentives or rebates to ease the transition. Providing clear guidance and effectively communicating the long-term savings and benefits can help build support among both developers and the community.

Implementation Schedule and Milestones

- Year 1: Convene stakeholder meetings, inventory of buildings
- Year 2 to 4: Implement voluntary reporting program
- Year 5 to 7: Adopt code
-

Metrics for Tracking Progress

- Successful adoption of building code
- Number of new buildings permitted under updated resilience codes
- Percentage of buildings with elevated/protected MEP systems
- Number of structures with upgraded roof anchoring

ACTION A4: Adjust the structural design of city pavements, bridges, and railways and use more cool and reflective surfaces

Action Description: Prolonged exposure to extreme heat can cause damage to pavements and bridge joints and buckle railways. To increase transportation infrastructure resilience against extreme heat, use pavement binders with a higher temperature grade or use binders that age more slowly. Upgrade components of bridges and railway tracks to account for more

thermal expansion and contraction in expansion joints and ensure bearings and superstructure elements of bridges can manage temperature fluctuations. In addition, pilot cool pavements (which use lighter-colored binders, aggregates, sealants, or coatings) to reduce heat-related damage for roadways highly vulnerable to extreme heat. Update city design standards, specifications, and manuals and maintenance procedures to consider higher maximum temperatures and more extended heat waves.

Prioritize implementation for city roadways and bridges with the highest vulnerability scores, as identified in the CAP. Pavement upgrades can also be incorporated into ongoing maintenance projects. For cool pavement installations, prioritize greenways, high-use active transportation and transit corridors, and areas with low existing tree canopy, high heat island effects (as identified through the CAPA Heat Watch Project), and lower traffic volumes, such as parking lots. To support local adoption, develop local industry capacity to produce heat-resilient paving materials and cool pavements.

Primary Implementing Authorities: Local governments (Capital Improvement Department [CID], Streets & Maintenance) and regional governments (Metropolitan Planning Organization [MPO])

Authority to Implement: No new statutory authority is required. Local governments have authority to modify pavement and roadway design on local infrastructure.

Geographic Location/Scope	City of El Paso	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Mitigation and Adaptation
Community Benefits			
None identified			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Pilot • Year 2: Evaluate and refine; define new components • Years 3–7: Scale up implementation			
Metrics for Tracking Progress			
• Number of cool pavement pilots completed • Percentage of roadway miles using high-temperature-grade or slow-aging binders • Number of bridges and rail segments upgraded for thermal expansion • Design and maintenance manuals updated to account for extreme heat.			

ACTION A5: Develop multi-hazard resilience hubs in vulnerable communities

Action Description: Resilience hubs can provide communities with relief, shelter, supplies, power, and other resources during and after an emergency, extreme weather, and natural disasters. Hubs should be equipped with back-up power (enough for 72 hours), upgraded HVAC systems, and highly rated air filters. If possible, hubs should also include solar panels to provide backup energy and rainwater capture systems to increase resilience. Consider partnering with community organizations or mutual aid networks to build trust with community members and site hubs in a safe existing space; examples include libraries, community centers, churches, and schools. Hubs should also meet accessibility standards and ideally be served by transit.

Prioritize resilience hubs in communities with the highest vulnerabilities, as identified in the CAP. Outreach and engagement is critical as part of the planning and design process – seek community feedback to ensure that the resilience hub meets their needs and priorities. Community-Based Organizations (CBOs) partnerships and capacity building could also support providing ongoing programming or activities to establish the resilience hub as a community space. To fund infrastructure upgrades, identify energy grants (e.g., for microgrids or solar) that can be leveraged.

Primary Implementing Authorities: Local governments (City-County Office of Emergency Management, Office of Climate & Sustainability, Community and Human Development, Public Health, Libraries, Parks & Recreation)

Authority to Implement: No new statutory authority is required. Local governments have full authority to retrofit or repurpose public buildings as resilience hubs under their emergency management and capital improvement powers.

Geographic Location/Scope	City of El Paso	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Adaptation

Community Benefits

- Public Health and Wellbeing
- Economic Prosperity
- Community Buildings

Disbenefits and Solutions

None identified

Implementation Schedule and Milestones

- Year 1: Convene stakeholders
- Year 2: Pilot
- Year 3: Evaluate and define new components
- Years 4–7: Scale up

Metrics for Tracking Progress

- Number of planned resilience hubs developed

- Percent of resilience hubs that are fully equipped and operational (i.e., that meet the full criteria of infrastructure readiness)
- Percent of community members living within 1 mile of a resilience hub

ACTION A6: Develop a robust multi-lingual emergency communications response framework and resources

Action Description: Build on outreach relationships developed through the Chihuahuan Desert Climate Collaborative to develop a robust multi-lingual emergency communications response framework for community members, especially residents of low-income and disadvantaged communities. Having a network in place ahead of extreme events and disasters can increase community resilience and improve safety and health outcomes. Identify trusted community partners that can share messages to their audiences. Share information via multiple channels (e.g., radio, social media, flyers, trusted community service providers) and use technology to reach people who speak a language other than English.

In advance of the heat season, form a heat action working group to develop events, resources, and materials to educate the public on heat safety awareness. Messages should identify clear, simple actions that people can take to protect themselves and where to go for additional assistance. For example, heat wave communications should include cooling tips and dangerous activities to avoid and identify signs and symptoms of when to seek emergency help. While poor air quality is not a climate hazard, the emergency communications framework should also provide air quality alerts to foster engagement and build audiences, as air quality is a key community concern.

Primary Implementing Authorities: Local governments (City-County Office of Emergency Management, Community and Human Development, Public Health, Communications & Public Affairs, Environmental Services) and universities (e.g., University of Texas El Paso [UTEP])

Authority to Implement: No new statutory authority is required. Local governments have full authority to design and implement emergency communication systems, including multi-lingual outreach, under their public safety and emergency management mandates.

Geographic Location/Scope	City of El Paso	**Implementation Timeline**	Medium-term
Cost Information	Under development	**Primary Benefits**	Adaptation
Community Benefits			
• Public Health and Wellbeing			
Disbenefits and Solutions			
None identified			
Implementation Schedule and Milestones			
• Year 1: Pilot • Year 2: Evaluate and refine; define new components • Years 3–7: Scale up implementation			
Metrics for Tracking Progress			

- Percent of emergency communications available in multiple languages
- Number of distinct communication channels used for emergency communications response
- Number of community partners signed on to share messages

ACTION A7: Implement carbon sequestration projects on public land

Action Description: This initiative aims to retain and expand native plant-life, improve soil management, and avoid natural land conversions to effectively capture and store carbon on public lands. Local governments can foster environmental sustainability and biodiversity across their properties through carbon sequestration projects. Examples of potential projects include the following: Convert idle or degraded public parcels (e.g., vacant municipal lots, park edges, closed landfills) into native woodlands; Designate and manage selected public lands as permanent carbon sinks where natural systems are protected and enhanced; Re-establish native vegetative buffers on city- or county-owned stormwater corridors; Rehabilitate capped landfills, brownfields, or abandoned municipal lots by planting native perennials that build soil carbon and biodiversity.

Primary Implementing Authorities: Local governments (Parks and Recreation, Office of Climate and Sustainability), land trusts, and conservation organizations, with support from other stakeholders (e.g., universities)

Authority to Implement: No new statutory authority is required. Local governments have full authority to manage public land for environmental purposes, including native habitat restoration, reforestation, and soil improvement for carbon sequestration.

Geographic Location/Scope	Public Land	**Implementation Timeline**	Near Term
Cost Information	Under development	**Primary Benefits**	Mitigation and Adaptation

Community Benefits

- Mitigation
- Environmental Stewardship
- Resource Conservation
- Economic Prosperity
- Community Building

Disbenefits and Solutions

None identified

Implementation Schedule and Milestones

- Year 1: Map existing programs
- Year 2 and beyond: Implement strategies

Metrics for Tracking Progress

- Acres of sequestration projects

Measure 9: Build Drought Resilience and Conserve Water

The El Paso region is experiencing more frequent and severe droughts. Water supplies from the Rio Grande are declining, and groundwater resources are under pressure. This measure focuses on reducing water demand and diversifying supplies. Strategies include expanding water reuse, improving irrigation efficiency, and promoting water-wise landscaping. Public education and updated building codes will also support conservation. These actions help protect long-term water access and reduce stress on utilities.

Building on Regional Achievements

El Paso Water's 2024 Drought Contingency Plan includes public education campaigns to reduce consumption, monitoring of water supply and demand, and tiered response strategies based on severity of drought conditions.[69]

ACTION A8: Expand wetlands and parks to support groundwater recharge

Action Description: Work with the Parks and Recreation Department to identify areas to modify or expand parks and restore natural areas and wetlands to support groundwater recharge. Design park expansions to maximize groundwater recharge by incorporating space that can channel, infiltrate, and store stormwater, such as detention or retention basins, green infrastructure, and permeable pavements. If space for new park development is limited, look for opportunities to retrofit existing park designs to incorporate groundwater recharge features, green infrastructure, and pocket wetlands. Restored wetlands can also help to manage stormwater and increase groundwater recharge. By expanding groundwater recharge, water supply availability and build drought resilience can be increased.

Park expansion and wetland restoration projects should also support other CAP strategies and community priorities, including reducing flood risk. Update park standards to encourage shade tree planting to reduce the urban heat island effect and sequester carbon. Ideally, prioritize projects in areas with high flood risk, and if possible, in areas with high heat exposure or with low park access. Restoration projects can also be designed to support biodiversity, public access, and recreation.

Primary Implementing Authorities: Local governments (Parks and Recreation, El Paso Water, Planning and Inspections)

Authority to Implement: No new statutory authority is required. Local governments have authority to acquire, design, and enhance parks and natural areas under existing open space, flood control, and capital improvement mandates. However, construction in or near regulated floodplains or waterways may require environmental review and coordination with the U.S. Army Corps of Engineers (USACE) or Texas Commission on Environmental Quality (TCEQ). Land acquisition, hydrological design, and public engagement processes should be integrated into parks and stormwater master plans.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Long Term
Cost Information	Under development	**Primary Benefits**	Mitigation and Adaptation

[69] El Paso Water. (2024). *2024 Water Conservation Plan*. Retrieved June 2025, from https://www.epwater.org/ep-water/uploads/2024-water-conservation-plan.pdf

Community Benefits
• Mitigation • Environmental Stewardship • Resource Conservation
Disbenefits and Solutions
None identified
Implementation Schedule and Milestones
• Preserve/Acquire land as it becomes available; ongoing effort with no sunset date
Metrics for Tracking Progress
• Acres of floodplain restored or preserved as parks or wetland • Number or acres of parks developed or retrofitted with groundwater recharge features

ACTION A9: Expand use of recycled water and greywater for irrigation, and establish projects to capture runoff

Action Description: Increased use of reclaimed or recycled water or greywater can conserve potable water and reduce water costs. El Paso Water already supplies parks, schools, construction, and industrial sites with reclaimed water. Explore additional sites or activities that can use reclaimed water (e.g., for process cooling or agriculture).

Establish programs to increase stormwater capture for homes and businesses, such as by distributing rain barrels to residents and constructing cisterns or rainwater storage tanks as part of new developments.

Additionally, develop programs to support residents and businesses to install greywater systems for individual buildings. Greywater systems establish a set of piping to capture sink, shower, and laundry wastewater for onsite uses such as landscape irrigation. To encourage adoption, activities could include outreach and education campaigns, incentives or rebates, and workshops. Update building codes to support greywater installation and work with developers to incorporate “purple pipes” (for transporting greywater) in new projects.

Primary Implementing Authorities: Local governments (Planning and Inspections Department, El Paso Water, Parks Department, Environmental Services Department)

Authority to Implement: Local governments and public utilities have existing authority to expand non-potable water use systems under water utility service regulations and building code authority. Cities may update plumbing codes and permitting procedures to allow or incentivize residential and commercial greywater systems. No new statutory authority is required, but alignment with state health and environmental standards (e.g., Texas Commission on Environmental Quality [TCEQ] reclaimed water regulations) is essential.

Geographic Location/Scope	City of El Paso	**Implementation Timeline**	Medium Term
Cost Information	Under development	**Primary Benefits**	Mitigation and Adaptation
Community Benefits			

• Resource Conservation
Disbenefits and Solutions
None identified
Implementation Schedule and Milestones
• Year 1: Pilot • Year 2: Evaluate and refine; define new components • Years 3–7: Scale up implementation
Metrics for Tracking Progress
• Number of residential and commercial greywater systems installed annually • Number of rain barrels distributed annually • Number of cisterns or storage tanks installed

ACTION A10: Educate, incentivize, and provide technical assistance to growers in the region to transition to climate-resilient farming practices

Action Description: Provide education, technical assistance, and rebates to adopt climate-friendly farming practices to reduce water use. Example practices include cover-cropping and reduced tillage, which can reduce soil erosion, increase soil water retention, improve soil carbon sequestration, and increase soil health, building resilience against drought. More efficient irrigation practices can include micro or drip irrigation, soil moisture sensor technology, and weather- or evapotranspiration-based irrigation scheduling. Incentives may be needed to support growers to reduce surface water use. To adapt to future climate conditions, growers may need to consider transitioning to crop types more suited for greater heat and longer droughts.

Partner with organizations such as the Texas A&M AgriLife extension program's heat office to develop training programs, education campaigns, and technical assistance and to conduct research on drought- and heat-tolerant crops suitable for future climate conditions in El Paso. Provide grant assistance to help growers access funding to cover potentially higher upfront costs of smart irrigation systems. Explore environmental credit systems that can support growers to carry out soil carbon sequestration activities.

Primary Implementing Authorities: Local governments (Office of Climate and Sustainability, Economic and International Development, El Paso County), Texas A&M AgriLife Extension, U.S. Department of Agriculture (USDA), and regional conservation districts

Authority to Implement: Local and regional governments have the authority to sponsor education and incentive programs for agricultural producers. Federal and state agricultural agencies can fund and support technical implementation. No new legal authority is required. Local governments may fund or facilitate initiatives through interlocal agreements, grants, or agricultural economic development programs.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Medium Term

Cost Information	Under development	Primary Benefits	Adaptation
Community Benefits			
• Mitigation • Resource Conservation			
Disbenefits and Solutions			
Some climate-smart agricultural practices may involve higher upfront costs. Growers may also hesitate to adopt a new practice due to concerns over potential impacts on crop yields. To support adoption, help growers apply for grants, conduct pilot or test cases, and access alternative funding strategies like environmental credits.			
Implementation Schedule and Milestones			
• Year 1: Pilot • Year 2: Evaluate and refine; define new components • Years 3–7: Scale up implementation			
Metrics for Tracking Progress			
• Number of growers participating in soil health or irrigation efficiency programs • Acres of irrigated land using efficient irrigation systems • Number of irrigation systems converted to efficient systems • Acres under cover cropping or reduced tillage			

ACTION A11: Develop water capture systems that run on solar energy to generate potable water in unincorporated areas and colonias

Action Description: Deploy solar-powered water capture systems to generate potable water in unincorporated areas and colonias that lack access to drinking water systems. These systems use solar power to condense and collect humidity from the air, even in climates with low humidity, providing a local source of safe water, reducing costs, and increasing resilience against drought.

Partner with the county, community-based organizations, foundations, or the private sector to fund and install solar-powered water capture systems. Work with promotoras or community-based organizations to conduct outreach and provide education and training to residents on their use and maintenance.

Primary Implementing Authorities: Local governments (El Paso County, El Paso Water, Hudspeth County) and state agencies (Texas Water Development Board (TWDB), Texas Commission on Environmental Quality [TCEQ]), and nonprofit or community-based infrastructure providers

Authority to Implement: Local governments and utilities have the authority to install decentralized water infrastructure systems. Projects may be implemented under public health, emergency response, or infrastructure development authorities. No new statutory authority is required, but coordination with TCEQ is necessary to ensure potable water quality compliance. Implementation may also require interlocal agreements or memoranda of understanding with

local utility providers, and strong engagement with colonia residents to identify site-specific needs and ownership models.

Geographic Location/Scope	Region-wide	**Implementation Timeline**	Medium Term
Cost Information	Under development	**Primary Benefits**	Mitigation and Adaptation

Community Benefits

- Public Health and Wellbeing
- Resource Conservation
- Economic Prosperity
- Savings to Residents and Businesses

Disbenefits and Solutions

Solar-powered water capture systems may require maintenance, cleaning, and filter changes. Provide training on maintenance needs and, if needed, financial assistance with the cost of any filter or cartridge replacements.

Implementation Schedule and Milestones

- Year 1: Pilot
- Year 2: Evaluate and refine; define new components
- Years 3–7: Scale up implementation

Metrics for Tracking Progress

- Number of water capture system projects installed
- Number of colonias served by at least one solar-powered water capture system



Measure 10: Reduce Flood Risk

The El Paso region faces growing flood risks from intense rainfall, aging infrastructure, and expanding paved surfaces. Flash floods can damage homes, roads, and utilities, and pose serious risks to public safety. Low-income and vulnerable communities are often hardest hit. This measure aims to reduce flood risk using both green and gray infrastructure. Strategies include expanding wetlands, bioswales, and permeable pavement, and restoring floodplains. Early efforts will focus on flood-prone areas and underserved neighborhoods. These actions also improve water quality and create green spaces.

Building on Regional Achievements

After the 2006 flood, El Paso created a dedicated Stormwater Utility in 2009 to manage and upgrade the City's flood control infrastructure. Major improvements include new stormwater ponds and retention basins, upgraded drainage channels and culverts, improved arroyo and channel maintenance, and green infrastructure to slow and absorb runoff.[70]

ACTION A12: Deploy green infrastructure and reduce impermeable surfaces along roads and at critical facilities

Action Description: Implement green infrastructure strategies and reduce impervious surfaces in key areas such as roadways, parking lots, city facilities, and around critical facilities (e.g., hospitals, fire stations, and emergency shelters) to reduce peak flows, slow down stormwater, thus mitigating flood risks. Additionally, green infrastructure can also infiltrate and recharge groundwater. Green infrastructure includes nature-based solutions such as bioswales, rain gardens, green roofs, permeable pavement, and rainwater harvesting systems that mimic natural hydrology. Trees can also help absorb and slow down stormwater and can be planted along high-use pedestrian and transit corridors and greenways.

These interventions can reduce localized flooding, improve water quality by filtering runoff, and reduce strain on the municipal stormwater system. Projects should be prioritized in areas with a history of flooding, infrastructure vulnerability, and environmental justice concerns. Educational signage and community co-design can raise awareness of environmental benefits and encourage replication.

Where feasible, integrate green infrastructure into routine capital improvement projects (e.g., street reconstruction) to reduce green infrastructure costs and streamline implementation. Coordinate with transportation and utility departments to identify project synergies. Update zoning codes, drainage criteria manuals, or standard construction specifications to institutionalize green infrastructure practices.

Primary Implementing Authorities: Local governments (Capital Improvement Department [CID], Planning and Inspections, Environmental Services, El Paso Water), Texas Department of Transportation (TxDOT)

Authority to Implement: Local governments have authority to implement green infrastructure improvements through existing capital improvement planning, stormwater management, and development code enforcement powers. Cities may redesign public facilities and roads under existing ordinances or as part of infrastructure upgrades. No new statutory authority is required.

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[70] City of El Paso Water Utilities. (2009, February 4). *Stormwater Master Plan committee presentation* [PDF]. City of El Paso. https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_6843404/File/Our%20Water/Resources/Stormwater%20Master%20Plan/committee_020409.pdf

For projects on state-managed roads or in flood-prone areas, coordination with TxDOT and El Paso Water is essential.

Geographic Location/Scope	City of El Paso	**Implementation Timeline**	Medium Term
Cost Information	Under development	**Primary Benefits**	Adaptation
Community Benefits			
• Public Health and Wellbeing • Environmental Stewardship • Resource Conservation			
Disbenefits and Solutions			
Green infrastructure may have higher upfront investment costs than typical materials and design, and may require more frequent or specialized maintenance. In communicating the benefits of green infrastructure, emphasize their long-term cost savings and resilience benefits. Provide funding support, incentives, or streamlining benefits to developers. Provide training to City staff and incorporate maintenance into public works schedules and manuals. Develop community stewardship programs.			
Implementation Schedule and Milestones			
• Year 1: Pilot • Year 2: Scale up • Year 3: Develop design specifications			
Metrics for Tracking Progress			
• Total square footage of impermeable surface converted • Number of green infrastructure installations completed • Volume of stormwater managed (modeled or measured)			

ACTION A13: Strategically acquire land in the 100-year floodplain

Action Description: Acquire land within the 100-year and 500-year floodplains to reduce future flood risk, prevent development in vulnerable areas, and create space for natural flood mitigation strategies such as detention basins, wetland restoration, and riparian buffers. Strategic land acquisition can reduce exposure to flood hazards, lower long-term infrastructure and emergency response costs, and provide co-benefits such as ecosystem restoration and recreational open space.

This action includes voluntary property buyouts in repeatedly flooded areas, particularly for low-income and high-risk households; targeted land purchases to preserve open space or enable green stormwater infrastructure; and partnerships with land trusts, utilities, and regional conservation groups to manage acquired land.

Prioritization criteria should include flood recurrence, social vulnerability, cost-effectiveness, and co-benefits (e.g., habitat, connectivity, groundwater recharge). Community engagement is essential to ensure voluntary participation and transparent decision-making. Successful implementation requires identifying priority parcels through flood risk modeling, coordinating

with property owners, and ensuring long-term maintenance or restoration of acquired lands. Integration into land use plans and updates to floodplain zoning help reinforce long-term resilience goals.

Primary Implementing Authorities: Local governments (Capital Improvement Department [CID], Planning and Inspections, Real Estate Services Division, and El Paso Water)

Authority to Implement: Local governments have authority to acquire land for public purposes, including flood risk reduction, under existing statutory powers for eminent domain, open space preservation, and hazard mitigation. Land in the floodplain may be acquired through purchase, easement, or voluntary buyout. No new legal authority is needed.

Geographic Location/Scope	City of El Paso	**Implementation Timeline**	Long Term
Cost Information	Under development	**Primary Benefits**	Adaptation

Community Benefits

- Public Health and Wellbeing
- Environmental Stewardship
- Resource Conservation
- Economic Prosperity
- Community Building

Disbenefits and Solutions

Buyouts may weaken community cohesion and existing relationships. Communities may have emotional or cultural ties to homes that may hinder voluntary buyouts. To address this, it is important to offer relocation assistance, conduct compassionate outreach, and provide adequate compensation.

Implementation Schedule and Milestones

- Acquire land as it becomes available; ongoing effort with no sunset date

Metrics for Tracking Progress

- Number of properties in floodplains acquired
- Acres of floodplain preserved or restored
- Reduction in repetitive loss claims (National Flood Insurance Program [NFIP])
- Estimated flood damage avoided (modeled)

ACTION A14: Stabilize arroyos in steep locations and in areas that show signs of erosion

Action Description: During heavy rains, flooding and debris flow can exceed arroyo capacity, leading to flooding and damage. Use the results of the exposure assessment and past flood events to identify arroyos that are likely to experience flooding and consider widening the arroyo to increase capacity. In addition, stabilize arroyos with vegetation, gabions (stackable mesh baskets filled with rock or earth that can stabilize slopes), check dams, terracing, and other bank protective measures. If possible, prioritize nature-based solutions like vegetation – root systems

hold soil in place, which can help prevent debris flows and erosion. Where appropriate, use native vegetation. For paved arroyos, look for opportunities to add vegetation or other nature-based solutions as part of rewilding or capacity expansion projects.

Widened and stabilized arroyos can reduce flood risk, protecting nearby infrastructure and communities, and support groundwater recharge. If vegetation is used, arroyos can also support biodiversity. Prioritize arroyos that are near critical facilities, transportation corridors, and communities, particularly low-income or disadvantage communities.

Primary Implementing Authorities: Local governments (Capital Improvement Department [CID], El Paso Water, Environmental Services Department)

Authority to Implement: Local governments have existing authority to conduct erosion control and flood mitigation projects on public lands and drainage corridors. Arroyo stabilization may be implemented under local stormwater management mandates and capital improvement authority. No new legal authority is required. Projects must comply with existing environmental permitting requirements (e.g., United States Army Corps of Engineers [USACE] Section 404 permits for work in jurisdictional waters, if applicable). Site access agreements may be needed for work on or adjacent to private property. Coordination with El Paso Water ensures alignment with watershed and infrastructure planning.

Geographic Location/Scope	City of El Paso	**Implementation Timeline**	Long Term
Cost Information	Under development	**Primary Benefits**	Adaptation

Community Benefits

- Environmental Stewardship
- Resource Conservation

Disbenefits and Solutions

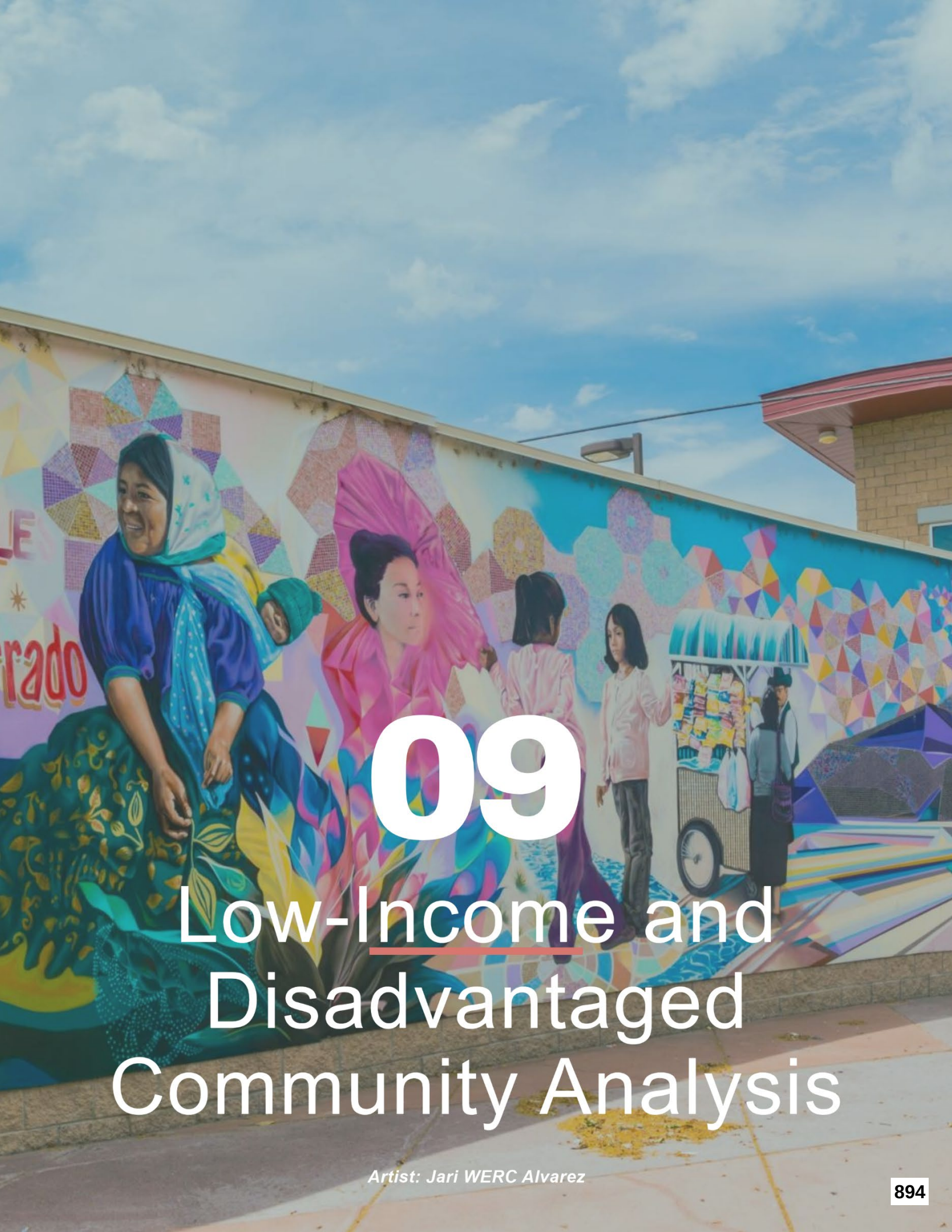
None identified

Implementation Schedule and Milestones

- Acquire land as it becomes available; ongoing effort with no sunset date

Metrics for Tracking Progress

- Number of arroyo stabilization projects planned
- Percent of arroyo stabilization projects completed
- Reduction in number of arroyo flood or overtopping events (year-over-year)
- Reduction in number of erosion or debris flow incidents in treated arroyos (year-over-year)



09

Low-Income and Disadvantaged Community Analysis

Artist: Jari WERC Alvarez

Key Takeaways

- 65% of El Paso County residents and 100% of Hudspeth County residents live in LIDAC-designated census tracts.
- Key challenges include high energy costs, limited access to infrastructure, heat and flood risk, and air pollution, especially near roads and facilities.
- CAP actions are region-wide but can be prioritized in LIDACs to promote equitable distribution of benefits.

LIDAC Overview

LIDACs are, and will continue to be, disproportionately impacted by climate change. The El Paso region is a binational border region with a large proportion of low-income, socially vulnerable, and non-English-speaking residents. Vulnerable residents are more likely to face greater impacts from climate change and have fewer resources to help them respond and recover from these impacts. In addition, it will also be important to consider the impact of climate change on the Ysleta del Sur Pueblo Tribal Nation and their climate-related challenges and priorities.

LIDACs can be defined by a variety of metrics or indicators. For the CAP, LIDACs were identified by using the Climate and Economic Justice Screening Tool (CEJST).[71] According to CEJST, nearly 65% of El Paso County and 100% of Hudspeth County are considered disadvantaged communities. Additionally, El Paso County and Hudspeth County have social vulnerability scores of 0.98 and 0.99, respectively, on the Centers for Disease Control (CDC) Social Vulnerability Index (SVI), where 1 is the highest vulnerability.[72] These high social vulnerability scores indicate that residents in the El Paso region are likely to face greater challenges in accessing resources, preparing for climate impacts, and recovering from disasters than the rest of the U.S. Many residents in the region spend a large portion of their income on housing, transportation, and electricity alone, leaving little leftover for food, emergencies, or leisure. The percentage of income spent on these three necessities is even higher for those living below the federal poverty line, which is nearly 19% of the El Paso region population.

Implementing the measures included in this CAP is anticipated to provide significant benefits to LIDACs. This section discusses how LIDACs were identified, then quantifies the benefits of emissions reduction and qualitatively assesses other community benefits and potential disbenefits specific to LIDACs.

LIDAC Identification

CEJST was used to identify LIDAC areas in El Paso and Hudspeth Counties. CEJST identifies disadvantaged communities that are marginalized by underinvestment and overburdened by pollution.

[71] Council on Environmental Quality. (2022). *Climate and Economic Justice Screening Tool 1.0*. https://screeningtool.geoplatform.gov/en/#3/33.47/-97.5.
[72] Agency for Toxic Substances and Disease Registry (ATDSR). (2024). *CDC/ATSDR Social Vulnerability Index (SVI)*. February 7, 2024. https://www.atsdr.cdc.gov/placeandhealth/svi/index.html

CEJST identifies census tracts that are disadvantaged using **burden** indicators in eight categories: climate change, energy, health, housing, legacy pollution, transportation, water and wastewater, and workforce development. Additionally, the CEJST identification approach uses two indicators of **socioeconomic burden**: income and education.

A community is considered LIDAC if it is at or above the threshold for one or more burdens **and** at or above the threshold for an associated socioeconomic burden. Communities within the boundaries of Federally Recognized Tribes are also considered disadvantaged.[73]

Table 22 describes the eight CEJST indicators of burden, along with the affected population and the number of census tracts in the project area that are disadvantaged according to that indicator. LIDAC census tracts are mapped in Figure 19. Of the 162 census tracts within the El Paso region, 112 individual tracts (69%) are identified as LIDACs. These tracts meet or exceed the qualifications for one or more of the CEJST burden thresholds and meet the associated socioeconomic thresholds. Overall, more than 542,000 residents of the El Paso region reside in LIDACs, or 65% of the total population.

Colonias – Beginning in the 1950s, landowners began subdividing and selling low-value land, often lacking basic infrastructure like water, sewer, and electricity, to individuals pursuing the American Dream. These lots were typically sold through contract for deed agreements, a rent-to-own model that placed buyers at high risk of losing their land if they missed a payment. With limited financial resources, many residents lived in manufactured homes while gradually constructing permanent homes in phases. The absence of building and fire code enforcement led to the development of unsafe, substandard housing, conditions that still affect many communities today. These communities, known as colonias, are found throughout Texas. El Paso County is home to 300 colonias, representing nearly one in five of all colonias along the Texas-Mexico border. Communities living in colonias are especially vulnerable to climate change, facing increased risks from extreme heat, flooding, and limited infrastructure to cope with these growing hazards.

Table 22. CEJST Categories and Affected Census Tracts in El Paso and Hudspeth Counties

CEJST Category	Indicator Description	Disadvantaged Community Population	Number of Census Tracts
Climate Change	Census tracts are disadvantaged if they are: At or above the 90th percentile for expected agriculture loss rate OR expected building loss rate OR expected population loss rate OR	156,420	36

[73] Council on Environmental Quality. (2022). *Climate and Economic Justice Screening Tool 1.0*. https://screeningtool.geoplatform.gov/en/#3/33.47/-97.5.

CEJST Category		Indicator Description	Disadvantaged Community Population	Number of Census Tracts
		projected flood risk OR projected wildfire risk; AND are at or above the 65th percentile for low income.		
Energy	Census tracts are disadvantaged if they are: At or above the 90th percentile for energy cost OR particulate matter (PM) 2.5 in the air; AND are at or above the 65th percentile for low income.	11,477	5	
Health		Census tracts are disadvantaged if they are: At or above the 90th percentile for asthma OR diabetes OR heart disease OR low life expectancy; AND are at or above the 65th percentile for low income.	286,842	72
Housing	Census tracts are disadvantaged if they: Experienced historic underinvestment OR are at or above the 90th percentile for housing cost OR	68,211	21	

CEJST Category		Indicator Description	Disadvantaged Community Population	Number of Census Tracts
	lack of green space OR lack of indoor plumbing OR use of lead paint; AND are at or above the 65th percentile for low income.			
Legacy Pollution		Census tracts are disadvantaged if they: Have at least one abandoned mine land OR Formerly Used Defense Sites OR are at or above the 90th percentile for proximity to hazardous waste facilities OR proximity to Superfund sites (National Priorities List [NPL]) OR proximity to Risk Management Plan facilities; AND are at or above the 65th percentile for low income.	88,469	22
Transportation	Census tracts are disadvantaged if they are: At or above the 90th percentile for diesel particulate matter exposure OR transportation barriers OR traffic proximity and volume;	83,020	24	

CEJST Category		Indicator Description	Disadvantaged Community Population	Number of Census Tracts
	AND are at or above the 65th percentile for low income.			
Water and Wastewater		Census tracts are disadvantaged if they are: At or above the 90th percentile for underground storage tanks and releases OR wastewater discharge; AND are at or above the 65th percentile for low income.	154,351	40
Workforce Development	Census tracts are disadvantaged if they are: At or above the 90th percentile for linguistic isolation OR low median income OR poverty OR unemployment; AND more than 10% of people ages 25 years or older whose high school education is less than a high school diploma.	509,390	107	

Source: EPA CEJST

The following maps highlight CEJST indicators and identify impacted census tracts across El Paso and Hudspeth Counties

Figure 18 indicates that 118 census tracts were identified as disadvantaged per CEJST within El Paso and Hudspeth Counties.

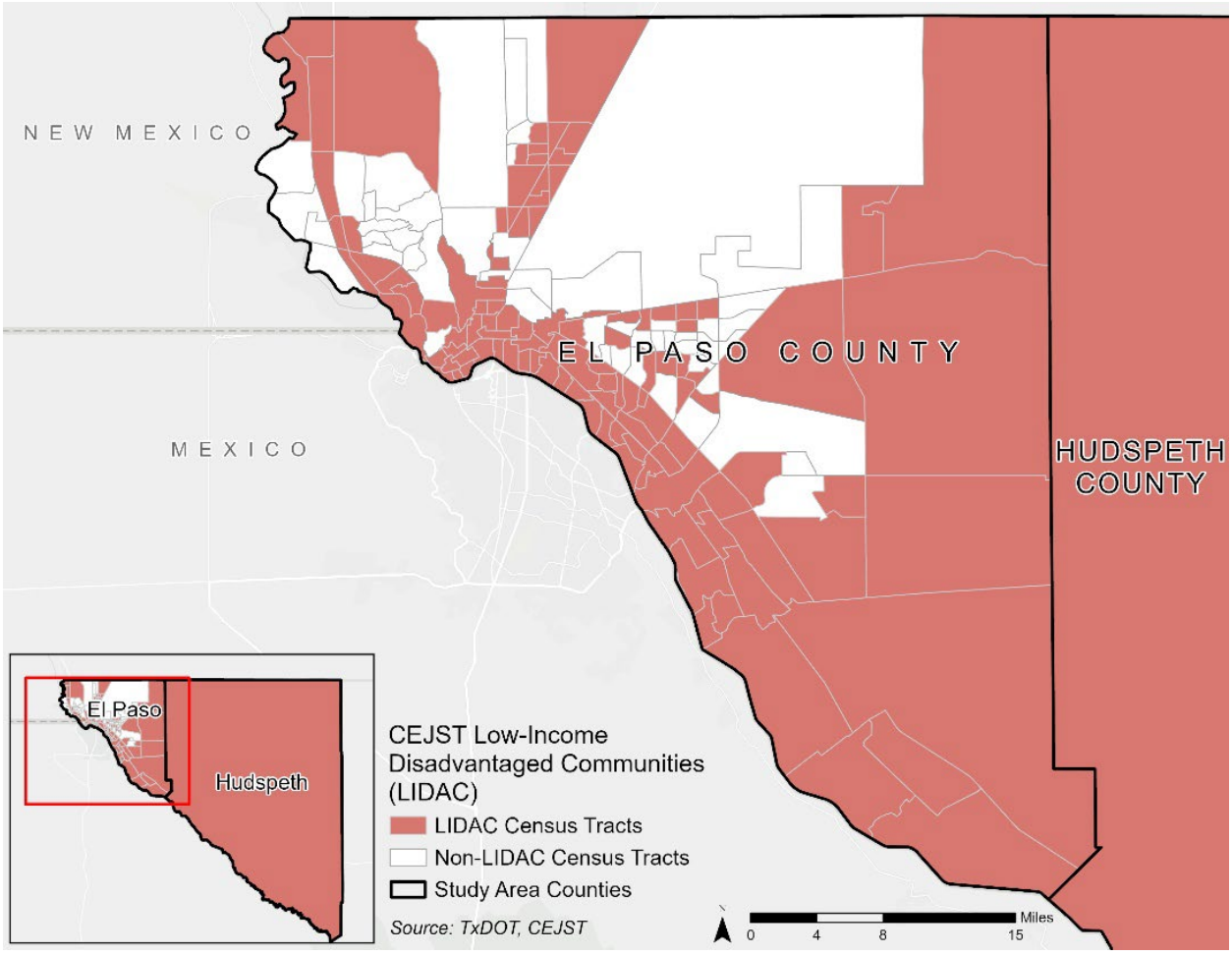


Figure 18. CEJST Census Tracts in El Paso Region

Source: EPA CEJST

Figure 19 indicates that 156,420 residents within 36 census tracts were identified as disadvantaged per the CEJST Climate Change Indicator.

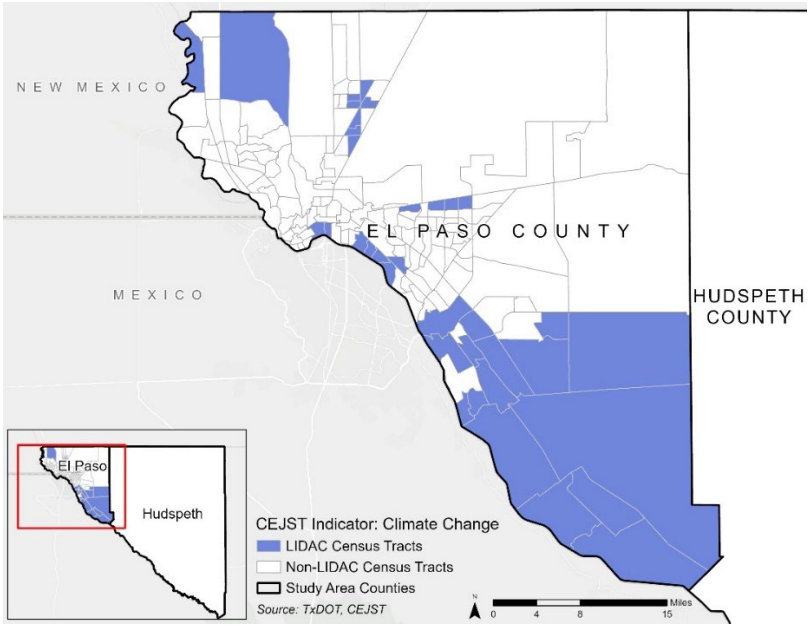


Figure 19. CEJST Census Tracts by Climate Change Indicator in El Paso Region

Source: EPA CEJST

Figure 20 indicates that 11,477 residents within 5 census tracts were identified as disadvantaged per the CEJST Energy Indicator. The Energy Indicator considers the following two factors: 1) energy costs reflect average household annual energy costs divided by average household income as compared to the US average, and 2) PM2.5 in the air. Lower energy costs in El Paso and Hudspeth Counties compared to the national average result in fewer census tracts being classified as LIDACs.While direct studies focusing solely on El Paso's energy poverty burden were not identified, the Texas Energy Poverty Research Institute (TEPRI) notes that El Paso's energy poverty rates are at or below the Texas state average, especially compared to more rural regions like the Rio Grande Valley.[74] However, even within the El Paso region, average energy burden statistics may obscure the full extent of energy insecurity. Many low-income households facing high utility rates or limited housing efficiency may reduce their energy consumption not by choice, but out of necessity, cutting back on heating, cooling, or appliance use to avoid unaffordable bills. This hidden hardship means that lower-than-expected energy usage in some areas may actually reflect under-consumption driven by financial strain, rather than true efficiency or adequate service. As a result, traditional metrics alone may fail to capture the lived reality of energy poverty in the region.

[74] Texas Energy Poverty Research Institute. (2019, April 15). *Low-income community profile series, part 1: Texas overview* [Policy research project (PRP) report]. Ray Marshall Center for the Study of Human Resources. https://sites.utexas.edu/raymarshallcenter/files/2019/06/final_TEPRI_PRP_April_15_2019.pdf

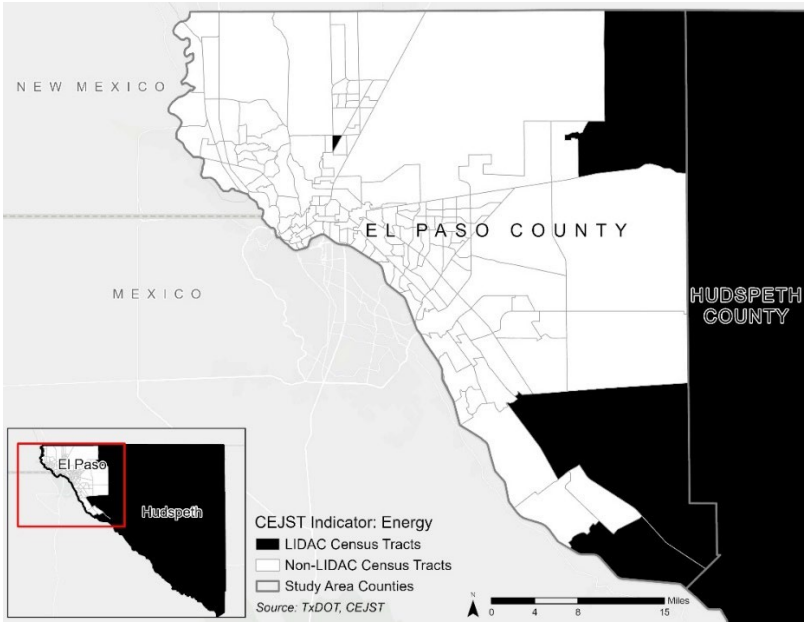


Figure 20. CEJST Census Tracts by Energy Indicator in El Paso Region

Source: EPA CEJST

Figure 21 indicates that 286,842 residents within 72 census tracts were identified as disadvantaged per the CEJST Health Indicator.

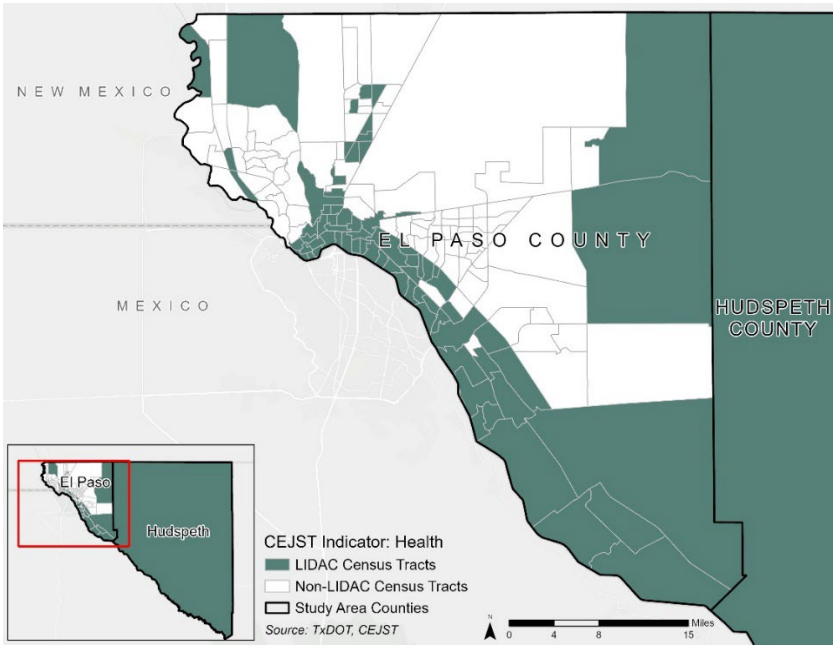


Figure 21. CEJST Census Tracts by Health Indicator in El Paso Region

Source: EPA CEJST

Figure 22 indicates that 68,211 residents within 21 census tracts were identified as disadvantaged per the CEJST Housing Indicator.

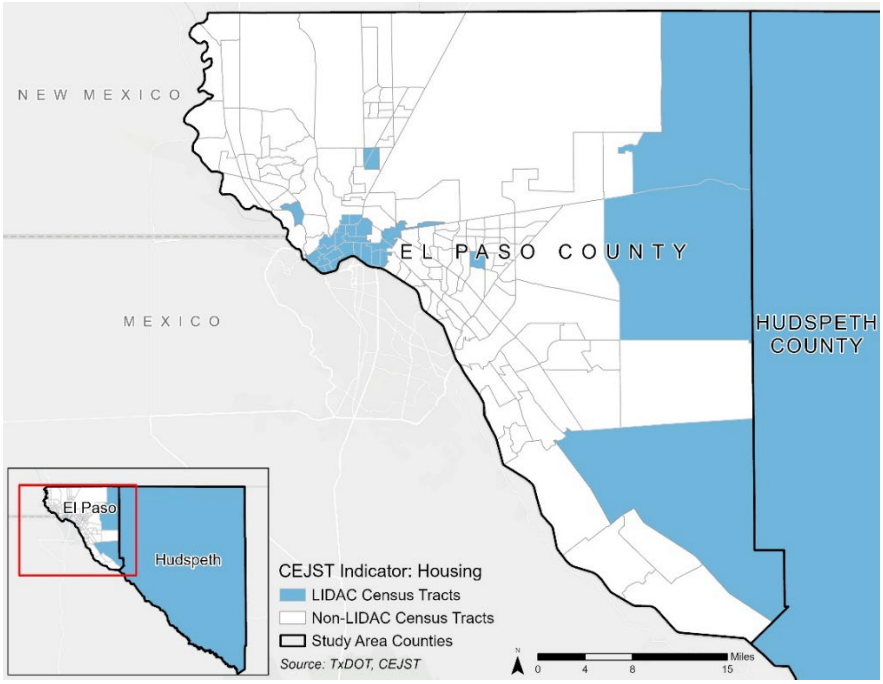


Figure 22. CEJST Census Tracts by Housing Indicator in El Paso Region

Source: EPA CEJST

Figure 23 indicates that 88,469 residents within 22 census tracts were identified as disadvantaged per the CEJST Legacy Pollution Indicator.

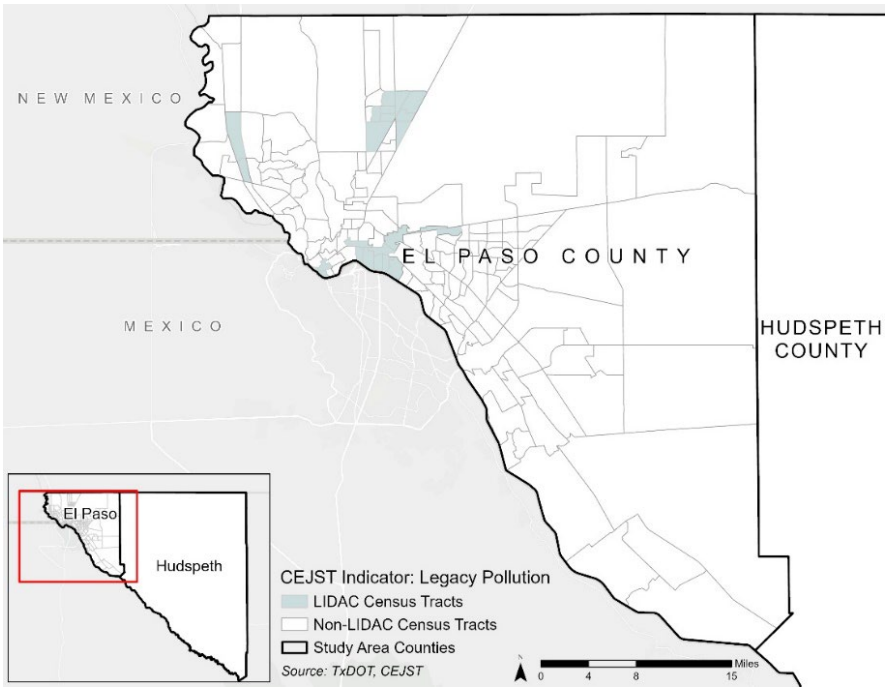


Figure 23. CEJST Census Tracts by Legacy Pollution Indicator in El Paso Region

Source: EPA CEJST

Figure 24 indicates that 83,020 residents within 24 census tracts were identified as disadvantaged per the CEJST Transportation Indicator.

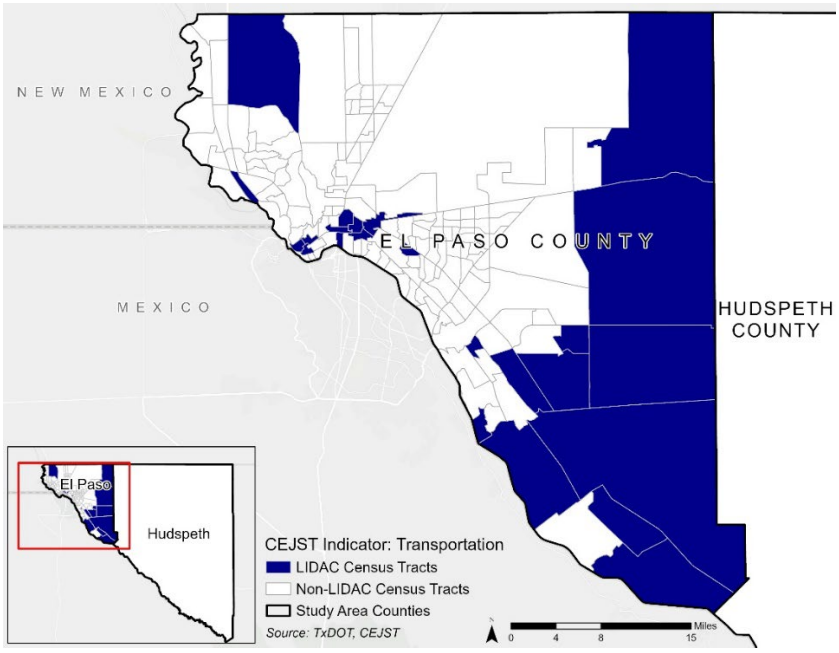


Figure 24. CEJST Census Tracts by Transportation Indicator in El Paso Region

Source: EPA CEJST

Figure 25 indicates that 154,351 residents within 40 census tracts were identified as disadvantaged per the CEJST Water and Wastewater Indicator.

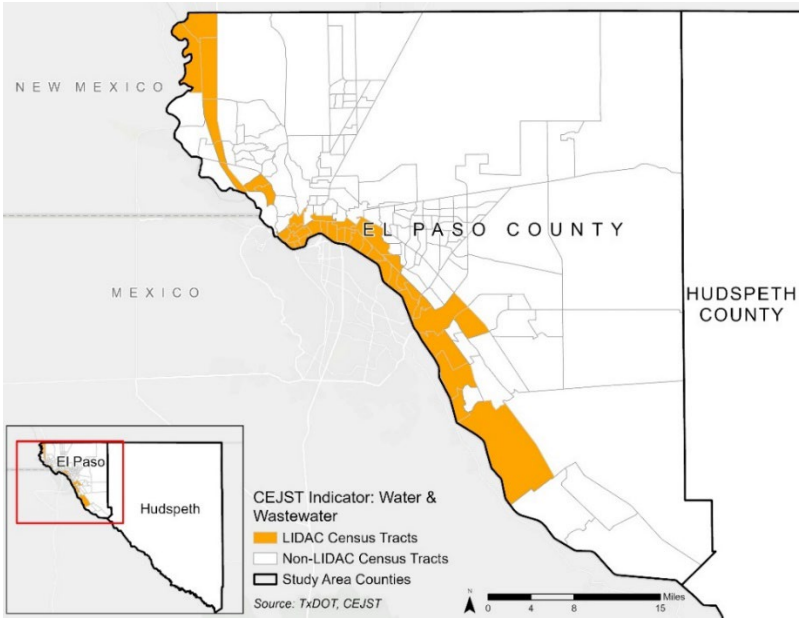


Figure 25. CEJST Census Tracts by Water/Wastewater Indicator in El Paso Region

Source: EPA CEJST

Figure 26 indicates that 509,390 residents within 107 census tracts were identified as disadvantaged per the CEJST Workforce Development Indicator.

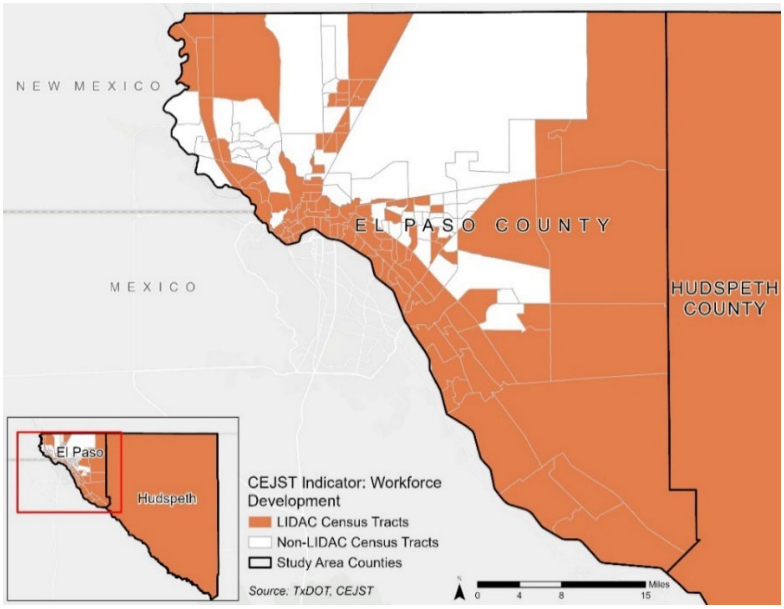


Figure 26. CEJST Census Tracts by Workforce Development Indicator in El Paso Region

Source: EPA CEJST

Of the 112 census tracts identified as LIDACs within the El Paso Region, 111 are in El Paso County and one represents Hudspeth County. Appendix D lists these LIDAC census tracts per EPA CPRG program requirements.

All of Hudspeth County is designated as a singular census tract and is identified as a LIDAC. According to the 2020 Census, 77% of the population is Hispanic or Latino, 17% of the population is White, and 2% is Black or African American.[75] Hudspeth County faces a high rate of linguistic isolation and a large population without a high school diploma, as well as high rates of diabetes, heart disease, and lack of adequate indoor plumbing. Many low-income households in the county face a high energy cost burden.[76]

In El Paso County, 111 out of 161 total census tracts are identified as LIDAC. According to the 2020 Census, 83% of the population is Hispanic or Latino, 36% is White, and 3% is Black or African American.[77] In addition to drought, flooding, and extreme weather, El Paso County communities also face air pollution due to traffic and to facilities that use extremely hazardous substances. The county also faces toxic concentrations of wastewater discharge in streams and high rates of diabetes and heart disease. Communities in El Paso County face barriers to transit access, historic underinvestment, and a lack of access to natural spaces. Like Hudspeth County, communities in El Paso County face linguistic isolation and low high school diploma attainment.[78]

Benefits and Disbenefits of Actions to LIDACs

Most of the CAP actions are not limited to a specific geographic location, as they are meant to be implemented across the region. Therefore, all LIDAC census tracts in the El Paso region can benefit from CAP action implementation, with census tracts in geographic proximity to actions receiving more direct benefits. The El Paso region may choose to prioritize LIDACs for action implementation to ensure benefit distribution is focused in areas of need. Beyond GHG reductions, the actions may provide additional community benefits or result in unintended disbenefits to LIDACs. Identifying these potential disbenefits will help the region better understand how to minimize them during action planning and implementation. This section includes a quantitative analysis of GHG and co-pollutant reductions in LIDACs and a qualitative analysis of community benefits and disbenefits to LIDACs to inform the design of implementation programs and policies.

Emissions Benefits to LIDACs

For GHG and co-pollutant quantification purposes, CAP action benefits are assumed to be evenly distributed across the region. Therefore, as 65% of the El Paso region population lives in a LIDAC, it is assumed that 65% of each action's GHG and co-pollutant reductions will occur in a LIDAC. To approximate the quantified benefits per measure, the GHG and co-pollutant reductions of corresponding actions under each measure were summed, as shown in Table 23 and Table 24 (GHG and co-pollutant reductions were not quantified for adaptation-specific measures). For co-pollutants, any values with a "+" means emissions increased that year.

[75] U.S. Census Bureau, "Hudspeth County, Texas Census Bureau Profile," 2024, https://data.census.gov/profile/Hudspeth_County,_Texas?g=050XX00US48229.
[76] Council on Environmental Quality, "Climate and Economic Justice Screening Tool 1.0."
[77] U.S. Census Bureau, "El Paso County, Texas - Census Bureau Profile," 2024, https://data.census.gov/profile/El_Paso_County,_Texas?g=050XX00US48141.
[78] Council on Environmental Quality, "Climate and Economic Justice Screening Tool 1.0."

Table 23. Measure GHG Reduction Benefits to LIDACs

Measure	2030 GHG Reduction Potential ($MTCO_2e$/year)	2050 GHG Reduction Potential ($MTCO_2e$/year)
Measure 5: Promote Walking, Biking, and Riding Transit	1,216	845
Measure 1: Increase Energy Efficiency and Decarbonize Buildings	22,382	17,592
Measure 3: Install Renewable Energy Systems	14,908	-
Measure 4: Promote Sustainable Food Systems and Waste Management Practices	6,410	6,410
Measure 2: Support the Zero Emission Vehicle Transition	43,758	30,456
Measure 8: Cool Communities, Protect Health, and Increase Native Ecosystems	1,367	1,367
Montor 6: Monitor and Improve Air Quality	194	194

Table 24. Measure Co-pollutant Reduction Benefits to LIDACs

Measure	2030 Co-Pollutant Reductions (short tons)	2050 Co-Pollutant Reductions (short tons)
Measure 5: Promote Walking, Biking, and Riding Transit	NH_3: <1 CO: 12 NOx: 3 PM10: <1 PM2.5: <1 SO_2: <1 VOCs: <1 HAPs: N/A	NH_3: <1 CO: 5 NOx: <1 PM10: <1 PM2.5: <1 SO_2: <1 VOCs: <1 HAPs: N/A
Measure 1: Increase Energy Efficiency and Decarbonize Buildings	NH_3: 4 CO: 66	NH_3: 3 CO: 31

Measure	2030 Co-Pollutant Reductions (short tons)	2050 Co-Pollutant Reductions (short tons)
	NOx: 73 PM10: 8 PM2.5: 7 SO_2: 57 VOCs: 5 HAPs: <1	NOx: 44 PM10: 3 PM2.5: 3 SO_2: 1 VOCs: 4 HAPs: <1
Measure 3: Install Renewable Energy Systems	NH_3: <1 CO: 19 NOx: 16 PM10: 2 PM2.5: 1 SO_2: 25 VOCs: <1 HAPs: <1	NH_3: <1 CO: <1 NOx: <1 PM10: <1 PM2.5: <1 SO_2: <1 VOCs: <1 HAPs: <1
Measure 4: Promote Sustainable Food Systems and Waste Management Practices	NH_3: <1 CO: 34 NOx: <1 PM10: 5 PM2.5: 4 SO_2: <1 VOCs: 3 HAPs: N/A	NH_3: <1 CO: 34 NOx: <1 PM10: 5 PM2.5: 4 SO_2: <1 VOCs: 3 HAPs: N/A
Measure 2: Support the Zero Emission Vehicle Transition	NH_3: +2 CO: 217 NOx: +14 PM10: +8 PM2.5: +8 SO_2: +133 VOCs: 29 HAPs: +1	NH_3: <1 CO: 130 NOx: 29 PM10: 2 PM2.5: <1 SO_2: <1 VOCs: 20 HAPs: <1

Measure	2030 Co-Pollutant Reductions (short tons)	2050 Co-Pollutant Reductions (short tons)
Measure 8: Cool Communities, Protect Health, and Increase Native Ecosystems	NH_3: N/A CO: <1 NOx: 1 PM10: 3 PM2.5: <1 SO_2: <1 VOCs: N/A HAPs: N/A	NH_3: N/A CO: <1 NOx: 1 PM10: 3 PM2.5: <1 SO_2: <1 VOCs: N/A HAPs: N/A
Measure 6: Monitor and Improve Air Quality	NH_3: <1 CO: 7 NOx: 1 PM10: <1 PM2.5: <1 SO_2: <1 VOCs: <1 HAPs: N/A	NH_3: <1 CO: 7 NOx: 1 PM10: <1 PM2.5: <1 SO_2: <1 VOCs: <1 HAPs: N/A

Community Benefits and Disbenefits to LIDACs

The following sections describe the qualitative benefits, disbenefits, and disbenefit solutions (in italics) by CJEST indicator categories for each measure. Call-out boxes highlight case studies of programs that have made a positive impact to LIDACs.

Measure 1: Increase Energy Efficiency and Decarbonize Buildings

Climate Change

Benefits: More energy-efficient buildings mean spaces can be cooled or heated to healthy temperatures more easily, which increases resilience to extreme heat and extreme cold.

Disbenefits *(and Solutions):* None identified

Energy

Benefits: Increasing energy efficiency in buildings can lower energy costs and reduce the financial burden for low-income tenants.

Disbenefits *(and Solutions):* Transitioning to an electric system could result in higher upfront costs than maintaining a gas system. Rental unit and/or property electrification costs may be

passed on to renters. Additionally, converting from gas to electric heat for multifamily housing can shift costs from the landlord (central heating bill) to residents (per unit electricity bills).

Provide financial support (such as partial or full subsidies) for low-income households and small or minority-owned businesses to lead the way in the electrification process with pilot projects focusing on these areas first. Consider incentivizing grid meter upgrades. As wealthier customers transition toward all-electric buildings, there remains a risk of overburdening remaining gas customers with increased costs.

Coordinated action should include steps to prepare low-income households for electrification, such as by expediting the decommissioning of natural gas infrastructure in lower-income neighborhoods to avoid potential utility cost increases associated with a decreasing customer base left to fund the infrastructure.

Health

Benefits: Transitioning from fossil fuel equipment to electric alternatives can improve indoor air quality for homes and businesses. For example, one study found switching from gas to electric stove cuts indoor air pollution by more than 50 percent.[79]

Disbenefits *(and Solutions):* Low-income customers may not be aware of the health risks of having gas appliances.

Work with El Paso Electric to provide more education on the health risks of having gas appliances and the benefits of converting to electric appliances.

Housing

Benefits: None identified

Disbenefits *(and Solutions):* Housing costs could increase after building equipment or appliance upgrades are made.

Ensure affordable units are prioritized in building decarbonization strategies.

Water and Wastewater

Benefits: Upgrading water and wastewater infrastructure can create more efficient systems and lower utility costs for residents in the long term.

Disbenefits *(and Solutions):* Expanding water and wastewater infrastructure can impact utility cost affordability in the short term.

The region can evaluate providing subsidies on water bills for Low-Income and Disadvantaged Communities (LIDACs).

Workforce Development

Benefits: Decarbonizing buildings will create opportunities for new ongoing jobs to install electric alternatives, such as the installation and maintenance of heat pumps. These jobs will mostly be electricians and HVAC (Heating, Ventilation, and Air Conditioning) system technicians, which tend to be good, stable, well-paying jobs.

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[79] Misbath Daouda, Annie Carforo, Heather Miller, Jennifer Ventrella, Yu Ann Tan, Michelle Feliciano, Jessica Tryner, Andrew Hallward-Driemeier, Steve Chillrud, Roisin Commane, Diana Hernández, Michael Johnson, Darby Jack. (2024). *Out of Gas, In with Justice: Findings from a gas-to-induction pilot in low-income housing in NYC*. Energy Research & Social Science. Volume 116. 103662.ISSN 2214-6296. https://doi.org/10.1016/j.erss.2024.103662.

Disbenefits *(and Solutions):* As electric alternatives become more available, the transition away from fossil fuel-powered appliances may lead to a decline in jobs for technicians skilled in the installation and maintenance of these appliances.

The region can investigate training programs and partnerships with local organizations, training centers, high schools, and colleges.

Electrification could create additional challenges for restaurants, including small and minority-owned restaurants, regarding preferences and practices associated with gas cooking techniques or culinary styles.

The region can implement training programs and knowledge sharing opportunities (e.g., demonstration kitchen classes) to facilitate transition to electric cooking equipment.

Measure 2: Support the Zero Emission Vehicle Transition

Energy

Benefits: Installing more electric vehicle (EV) charging infrastructure will aid in the transition of the region's municipal fleets and can encourage residents to purchase an EV

Disbenefits *(and Solutions):* Zero emission vehicles (ZEVs) and at-home charging stations have high up-front costs and dedicated at-home charging options are typically available to homeowners (as opposed to renters). The availability of charging infrastructure may also be disproportionate across the region.

The region should balance the provision of public charging infrastructure within Low-Income and Disadvantaged Communities (LIDACs) with the near-term challenges associated with EV ownership costs in general. The region should also investigate incentives and grant programs for at-home charging stations and multi-unit residential charging opportunities.

Health

Benefits: Reducing or removing the combustion of gasoline and diesel in vehicles improves air pollution, particularly for communities near busy roadways.

Disbenefits *(and Solutions):* None identified

Transportation

Benefits: Switching from diesel transit vehicles to electric transit vehicles can improve air quality in communities, particularly those located directly along bus transit routes.

Disbenefits *(and Solutions):* ZEVs have high upfront cost and there is a lack of ZEVs for customers in the used vehicle market or a lack of medium-duty ZEV options for small business owners relying on medium-duty delivery vehicles.

Accessible vehicle rebates, used ZEV incentives, and partnerships with community organizations on the ground will help reduce ZEV barriers.

Workforce Development

Benefits: Ongoing job opportunities can be generated for the maintenance of electric vehicles and the installation and maintenance of charging stations.

Disbenefits *(and Solutions):* As electric vehicles and charging infrastructure become more available, the transition away from gasoline and diesel vehicles may lead to a decline in jobs for technicians skilled in these vehicles.

The region can investigate job training programs and partnerships with local organizations, training centers, high schools, and colleges.

Measure 3: Install Renewable Energy Systems

Energy

Benefits: Installing renewable energy systems at homes and businesses can reduce energy costs. This can help alleviate financial burdens on low-income residents.

Addition of building-scale renewables will add resilient power for critical loads and resilience hubs.

Disbenefits *(and Solutions):* Renewable energy sources, such as solar, often have a high up-front cost that may not be feasible for residents in low-income areas.

The region can investigate grants and funding opportunities that could make solar more feasible in Low-Income and Disadvantaged Communities (LIDACs) and evaluate providing subsidies on electric bills for LIDACs.

Work with El Paso Electric to build more Community Solar arrays and focus outreach efforts for low-income families to participate. Community Solar kWh pricing is more stable and can be a significantly lower cost.

Health

Benefits: Lower energy costs mean homes, workplaces, and community spaces can be cooled/heated to healthy temperatures. This reduces health risks, particularly for vulnerable populations.

Replacing existing sources of energy that generate particulate matter emissions will improve the region's air quality and public health.

Disbenefits *(and Solutions):* None identified

Housing

Benefits: Once solar panels are properly installed and fully paid off, they can increase the value of the home.

Disbenefits *(and Solutions):* Homeowners who have solar panels installed are vulnerable to solar contractors that damage roofs, create problems with home insurance, and put homeowners into debt they cannot afford.

Create regulations that disincentivizes harmful solar contractors and allows homeowners to easily report poor practice and get justice.

Transportation

Benefits: An increase in renewable energy generation will allow more residents and transportation fleet operators to charge electric vehicles with emissions-free electricity.

Disbenefits *(and Solutions):* None identified

Workforce Development

Benefits: New ongoing jobs can be created for renewable energy system installation and maintenance. Additionally, circular jobs can be created related to the solar sector, such as dismantling and recycling solar installations after their useful life. In the longer-term, manufacturing of renewable energy system components may also be an economic and workforce opportunity for the region.

Disbenefits *(and Solutions):* As renewable energy becomes more available, the transition away from fossil fuels may lead to a decline in fossil fuel-related jobs. Additionally, technology is rapidly changing, making it difficult to create training programs for the workers needed to install and maintain renewable energy systems.

The region can investigate job training programs and partnerships with local organizations, training centers, high schools, and colleges.

Measure 4: Promote Sustainable Food Systems and Waste Management Practices

Climate Change

Benefits: Sustainable agriculture practices can build greater resilience against agriculture loss and improve soil health.

Sustainable production and distribution can reduce food waste.

Disbenefits *(and Solutions):* Shifting agriculture practices may have a high upfront cost for farmers and distributers.

The region should investigate incentives and subsidies to make the transition viable for local agriculture partners. Farmers should be informed on best practices to switch from crops that use large amounts of water to crops that are more resilient to the region's climate.

Health

Benefits: Diverting odor-causing decomposing organic matter from landfills and reducing the amount of necessary waste hauling can improve air quality.

Reducing food waste can reduce household food costs and increase local food security.

Local food production and distribution can improve access to fresher, more nutritious food.

Disbenefits *(and Solutions):* Starting a compost collection service could increase transportation emissions from diesel collection vehicles.

The region should investigate sharing vehicles across jurisdictions and low-emissions vehicles where available and feasible.

Transportation

Benefits: Freight truck emissions can be reduced from local food production and distribution, lowering the total distance to travel.

Disbenefits *(and Solutions):* None identified

Water and Wastewater

Benefits: Reducing landfill waste will reduce the potential for pollutants to leach into groundwater and surface water.

Disbenefits *(and Solutions):* None identified

Workforce Development

Benefits: New ongoing jobs can be created in the operations and maintenance of composting and recycling facilities and collection services.

Local volunteers and students can support education and communication efforts within the community.

Disbenefits *(and Solutions):* None identified

Measure 5: Promote Walking, Biking, and Riding Transit

Energy

Benefits: Using sustainable land use planning to develop higher density communities around public transit systems and active transportation networks can create more efficient buildings and transportation systems, lower utility and travel costs, and encourage opportunities for community solar.

Disbenefits *(and Solutions):* None identified

Health

Benefits: Walking and biking can promote cardiovascular and mental health.

Replacing personal vehicle trips with active transportation modes or transit can reduce noise and air pollution from vehicles, which can particularly benefit communities near major roadways.

Disbenefits *(and Solutions):* The region experiences extremely hot summers and there is a lack of shade in many areas, making it dangerous to walk or bike on very hot days.

Plant more trees in unshaded areas and along walking/biking trails to encourage these modes even on hotter days.

In areas that lack designated sidewalks or bike lanes, cyclists and pedestrians are forced to share the road with drivers, creating safety risks.

Reduce speeds on residential roads and install infrastructure that slows down drivers and promotes the safety of pedestrians and cyclists.

Housing

Benefits: Building active transportation infrastructure such as trails, shared-use paths, and sidewalks enhances neighborhoods currently lacking adequate infrastructure.

Mixed-use development provides a range of housing options in walking distance of amenities and necessities that can increase quality of life for residents.

Improvements to transit service can expand access to transit in neighborhoods that are currently underserved.

Disbenefits *(and Solutions):* Mixed-use housing developments, expanded transit service, and active transportation infrastructure may add value to neighborhoods that can lead to gentrification and community displacement. New housing units also may not be affordable and therefore may not be available to Low-Income and Disadvantaged Communities (LIDACs) community members.

The region should ensure the value of adding mixed-use development and active transportation infrastructure to a community does not attract investment in a way that is not beneficial to the established community, and that housing units developed include affordable options for a range of residents.

Transportation

Benefits: Encouraging more biking and walking as alternative modes of transportation can reduce personal vehicle traffic.

Expanding and improving active transportation infrastructure can reduce travel barriers and improve connectivity by offering low-cost modes of transportation and last mile access to public transit service. It can also help residents feel safe biking or walking along roadways.

Sustainable land use planning promotes transit-oriented developments (TODs) that can overcome transportation barriers and reduce the need for vehicles by building housing near public transit systems.

Improved access to transit increases mobility, especially for vulnerable populations who may be transit-dependent and for households without a vehicle.

Disbenefits *(and Solutions):* To realize the benefits from bike infrastructure, a significant portion of the community needs to have bike access and feel comfortable and safe riding a bike.

The region should investigate the feasibility of a bike resale or donation program to increase access to bicycles in Low-Income and Disadvantaged Communities (LIDACs), as well as a community education program to promote bike safety and comfort.

TODs may not be suitable or preferred in all communities.

The region should ensure community input is received before approving developments, and analysis should be done to ensure appropriate siting and project design.

In rural areas with disperse stops, expanding transit service may not be feasible for transit agencies, but these residents might be vulnerable or not have access to a vehicle.

The region should investigate non-fixed route options and other alternate solutions for rural areas.

Water and Wastewater

Benefits: Using sustainable land use planning to develop higher density communities can lead to more efficient water and wastewater systems with lower utility costs for residents.

Disbenefits *(and Solutions):* None identified

Workforce Development

Benefits: Expanding and improving active transportation infrastructure and transit services can increase access to jobs, increasing labor force participation and opportunities available to LIDACs.

Housing near public transit systems can increase access to jobs, reducing barriers to access jobs and workforce training opportunities available to LIDACs.

Disbenefits *(and Solutions):* None identified

Measure 6: Monitor and Improve Air Quality

Health

Benefits: Monitoring air quality in the region can help identify areas where levels of co-pollutants are high. Once the sources are identified, regulations can be put in place to reduce air pollution in those areas.

Optimizing truck routes can minimize air and noise pollution in communities near highways and ports of entry by reducing truck travel.

Optimizing ports of entry wait times can reduce truck idling, which can improve air quality on both sides of the border.

Disbenefits *(and Solutions):* None identified

Transportation

Benefits: Monitoring air quality in the region can help identify areas where levels of co-pollutants are high.

Developing efficient truck routes or investing in freight rail can reduce traffic in areas congested by freight movement.

Disbenefits *(and Solutions):* Additional infrastructure will likely need to be constructed to develop freight corridors and rail networks. Historically, highways have disconnected disadvantaged communities, and communities are at risk of being negatively impacted by transportation infrastructure development.

The region should ensure new infrastructure is developed in a way that does not disconnect or create disproportional negative impacts to LIDACs. Engage with communities early to understand their concerns and develop solutions.

Measure 7: Implement and Oversee Climate Action

Health

Benefits: Mini-grants can fund local climate-health initiatives, such as tree planting or air filter distribution.

Disbenefits *(and Solutions):* Limited technical support may hinder community organizations from accessing mini-grants.

Provide application assistance and prioritize projects that address climate-related health disparities.

Measure 8: Cool Communities, Protect Health, and Increase Native Ecosystems

Rio Bosque Wetlands Park – The restoration of the 372-acre Rio Bosque Wetlands Park created a vital green space in southeast El Paso, offering improved air quality, urban heat relief, outdoor recreation, and educational opportunities for local schools and residents. Its location is in direct proximity to LIDACs, channeling its benefits toward disadvantaged



Castner Range National Monument – This over 6,600,0000-acre expanse of high desert wilderness was designated as a national monument to preserve its historic, cultural, and ecological significance. The national monument designation helps close the nature gap experienced by surrounding LIDACs, preserve the ancestral homeland of indigenous peoples, and safeguard natural springs and wildlife habitats.

915 Tree Keepers Program – The 915 Tree Keepers program is led by the City of El Paso's Office of Climate and Sustainability, Community and Human Development Department, and Parks and Recreation. It helps residents plant trees in public areas to increase shade and improve tree coverage. The program focuses on neighborhoods with low Tree Equity scores. Tree Equity Scores measure how equitably tree canopy is distributed in a community by combining data on tree cover, income, race, health, and other social and environmental factors. Trees planted through the program are climate-resilient and drought-tolerant. Since October 2024, over 270 trees have been planted. Benefits include cooler streets, cleaner air, better water retention, and more habitat for wildlife. The program also promotes community involvement and care for public spaces.

Climate Change

Benefits: Increased rainwater infiltration through trees and vegetation can reduce flood risk.

Increased vegetation reduces the urban heat island effect and creates cool, shady areas that provide relief during extreme heat.

Disbenefits *(and Solutions):* N/A

Health

Benefits: Increased trees and vegetation in natural spaces can filter and reduce air pollution, improving air quality and public health.

Natural, green spaces promote outdoor physical activities and exercise, which can improve cardiovascular and mental health.

Disbenefits *(and Solutions):* Natural spaces with poor water drainage can lead to water stagnation. Stagnant water serves as an ideal breeding ground for mosquitoes, flies, and other disease-carrying vectors.

The region should encourage mosquito-control measures, implement proper drainage systems, and adopt an integrated pest management strategy.

Housing

Benefits: Expanding natural space and tree planting in neighborhoods, especially those without adequate access, can beautify neighborhoods, reduce cooling costs (due to shade), and potentially improve home values.

Disbenefits *(and Solutions):* Natural spaces and trees may increase property values that can lead to gentrification and community displacement.

The region should ensure the value of adding natural spaces and trees to a community does not attract investment in a way that is not beneficial to the established community.

New trees planted in the right-of- way can cause increased water costs for residents.

The region should where feasible use native trees that require less water and ensure the new vegetation is not causing an unfair burden of water costs to residents.

Transportation

Benefits: Native trees along walkways and at transit stops provide shade and coverage that can increase the use of alternative transportation modes, such as walking, biking, and riding public transit.

Disbenefits *(and Solutions):* Trees require ongoing maintenance, especially in the first year when the trees are being established.

The region should ensure there are adequate resources to maintain public areas where trees are planted.

Water and Wastewater

Benefits: Trees and vegetation can filter and infiltrate stormwater, reducing flood risk and removing pollutants.

Disbenefits *(and Solutions):* None identified

Workforce Development

Benefits: Ongoing jobs and workforce training opportunities can be generated to plant and maintain the new trees and natural spaces.

Disbenefits *(and Solutions):* N/A

Measure 9: Build Drought Resilience and Conserve Water

AguasEsperanza Project – The County of El Paso and private partners are working to place hydropanels in underdeveloped parts of El Paso County with limited access to drinking water. Hydropanels are solar panels that create drinking water from water vapor in the air. Having begun as a pilot program in 2022, a $150,000 grant from Wells Fargo will expand the program to 11 additional families in the area. This technology can improve water security in LIDAC communities.

Provision of First-Time Water and Wastewater Services in Colonias

El Paso County is investing $39.2 million to provide first-time water and wastewater services to vulnerable communities, particularly in colonias that have lacked access to these essential utilities for nearly 40 years. Through partnerships with El Paso Water and the Lower Valley Water District, the County is funding the design and construction of centralized wastewater systems and first-time water service in select areas. These efforts are focused within two major regional projects: the Northwest Area Project and the Lower Valley/Far East Area Project. Upon completion, system management will be transferred to the respective utility providers. This investment addresses long-standing inequities in colonias, where residents have endured substandard housing and infrastructure due to historic patterns of land sales without proper utility access or safety codes. El Paso County is home to 300 colonias, representing nearly 20% of all colonias along the Texas-Mexico border, and this initiative marks a critical step toward improving health, safety, and quality of life in these communities.

Energy

Benefits: Solar-powered water systems reduce reliance on fossil fuels and lower operational costs.

Disbenefits *(and Solutions):* Installing and maintaining solar-powered systems in remote areas may require upfront capital.

Pair infrastructure rollouts with financing or grant support for low-income areas.

Health

Benefits: Expanding green spaces improves physical and mental health. Access to potable water in underserved areas supports basic health and hygiene.

Disbenefits *(and Solutions):* None identified

Workforce Development

Benefits: Water conservation, farming education, and green infrastructure projects support new local jobs in plumbing and landscape management.

Disbenefits *(and Solutions):* Training opportunities may not reach all populations.

Partner with workforce programs and schools in disadvantaged communities to provide access to jobs and paid training.

Measure 10: Reduce Flood Risk

Climate Change

Benefits: Green infrastructure in neighborhoods can reduce localized flooding, protect from climate-related property damage, and improve resilience.

Disbenefits *(and Solutions):* Low-Income and Disadvantaged Communities (LIDACs) may not be prioritized for green infrastructure investment.

Prioritize areas with history of repetitive loss and integrate with equity mapping tools.

Health

Benefits: Reduced flooding lowers the risk of waterborne disease, mold exposure, and stress-related health impacts.

Disbenefits *(and Solutions):* None identified

Housing

Benefits: Property buyouts in high-risk areas may prevent repeated flood damage and provide safer relocation options.

Disbenefits *(and Solutions):* Buyouts can displace families without affordable relocation.

Pair buyouts with adequate compensation, relocation assistance, support services, and affordable housing access.

Transportation

Benefits: Stormwater capture and green infrastructure may reduce street flooding and improve transportation access during storms.

Disbenefits *(and Solutions):* If stormwater infrastructure is not maintained water flow can be affected.

The region should ensure stormwater projects include funding for maintenance, so water continues to flow properly.

Workforce Development

Benefits: Ongoing jobs and workforce training opportunities can be created to install and maintain green infrastructure such as bioswales, rain gardens, and permeable pavements.

Disbenefits *(and Solutions):* None identified



10

Intersection with Other Funding Sources

Artist: Jesus 'Cimi' Alvarado

9. Intersection with Other Funding Sources

Key Takeaways

- CAP implementation is complex and resource-intensive, requiring long-term planning and coordination across jurisdictions and sectors.
- Multiple funding and financing sources will be needed for most actions due to the diverse range of projects and stakeholders involved.
- Available funding includes competitive federal and state grants, local and national philanthropy, traditional and innovative financing tools, and revenue-generating mechanisms like local taxes.
- State and local sources will play an outsized role in the near term.,

Planning for and implementing the CAP actions will be an ongoing, resource-intensive process, requiring local jurisdictions within the region to consider new funding and financing sources. Planning and implementing each action will likely require multiple funding and financing sources, given the diverse array of sectors and jurisdictions within the region and the number of projects and programs required to reach the scale of action envisioned by 2050.

This chapter provides a summary of funding sources that may be used to support CAP action implementation, including:

- **Competitive federal and state grant programs** available to local jurisdictions, including city and county governments, transportation agencies, and tribal governments, in addition to nonprofit and community-based partner organizations.
- **Financing strategies**, including traditional debt instruments like loans and bonds and more innovative debt instruments, in addition to revenue-generating mechanisms, like new local taxes.

Additional details related to these funding and financing sources, including specific grant program requirements, can be found in Appendix E. The appendix also includes information on federal, state, utility, or other funding opportunities that the region has pursued to support implementation of CAP measures. For each opportunity, the appendix lists the name of the funding source, the amount requested, and the status as of June 2025 (e.g., pending, requested, secured, or rescinded).

Key Considerations

When identifying new funding or financing sources to support the planning and implementation of CAP actions, agencies in the region may consider the following factors:

- **Timing:** The amount of time needed to secure funding and financing. For grant programs, this involves monitoring federal and state grant application deadlines on an annual or biannual basis. For financing tools, this requires time needed to issue loans, bonds, and other investments.
- **Feasibility:** The likelihood a local agency will receive approval, whether it be from the federal government (grants) or voters (revenue-generating mechanisms).
- **Administrative Complexity:** The degree to which funding and financing sources may be implemented within local agencies' existing resources. This includes resources needed to

oversee grant applications and administration, as well as resources needed to implement and provide ongoing support for financing tools and revenue-generating mechanisms.

- **Funding Amount or Revenue-Generating Potential:** The range of funds or revenue that each funding source could generate and the volatility of the funding source.
- **Funding Flexibility:** The funding source's requirements and restrictions, and potential to fund multiple measures.
- **Regional Coordination and Engagement:** Regional coordination to develop multi-jurisdiction, multi-benefit projects can strengthen the competitiveness of funding applications. Sustained partnerships with community-based organizations can help to build long-term community support to inform funding applications.

Grant Funding

Several competitive federal and state grant programs support CAP actionsthe federal funding landscape has shifted.. andIn the near term, agencies in the region may need to shift to rely more on state and local funding and financing sources to move actions forward. As the landscape of federal funding opportunities is better defined in future years, projects seeking funding should ensure alignment with federal administration goals to maximize eligibility.

The competitive federal and state grant programs in this section are grouped by their relevance to mitigation and adaptation actions. While some programs are primarily focused on mitigation or adaptation, many are applicable to both.





11

Workforce Planning Analysis

Artist: Creative Kids, Inc.

10. Workforce Planning Analysis

Key Takeaways

- El Paso's Climate Action Plan will create new jobs through clean energy, EV infrastructure, and grid upgrades.
- This chapter analyzes how mitigation actions impact local labor needs.
- Hundreds of new jobs are projected over five years, especially in construction and clean energy technology.
- Current training systems aren't equipped to meet demand without targeted investment.
- A strong training-to-employment pipeline is needed to ensure local, equitable job access.
- Aligning workforce and climate efforts is essential for inclusive, sustainable growth.
- To meet CPRG program requirements, this analysis focuses on mitigation actions.

This chapter evaluates how climate actions will impact the regional labor market, identifies the occupations most critical to success, and outlines the training infrastructure and policy interventions needed to prepare a skilled, inclusive workforce. As El Paso advances its climate goals, workforce development will be a central lever to ensure these efforts translate into equitable economic opportunity for all residents. By aligning workforce strategies with climate initiatives, the analysis helps position the region for long-term sustainability, infrastructure readiness and inclusive growth. Investments in grid modernization and the expansion of EV charging infrastructure are expected to generate substantial job creation across the region. While exact figures will depend on the scale and timing of implementation, early projections suggest that these efforts could result in several hundred direct and indirect jobs over the next five years. This includes roles in construction, clean energy installation, and a range of supporting industries that will benefit from increased demand.

However, current training output and demographic trends indicate that the local labor market is unlikely to meet this growing demand without intentional investment in workforce development. Successfully implementing the CAP will require a strong workforce training-employment continuum. This includes ensuring that employers can access talent with the right skills; that job seekers and current workers are aware of emerging opportunities and have access to relevant training; and that training providers have the capacity, curriculum, and industry partnerships to prepare individuals effectively. Workers also need support services that improve training completion, job placement, and retention.

Without a coordinated strategy to build a local workforce aligned with CAP priorities, the region risks delaying implementation, missing economic opportunities, and reinforcing existing workforce disparities. Building this continuum now is essential to translating climate goals into inclusive, sustainable employment.

This chapter focuses specifically on the mitigation measures outlined in the CAP to meet CPRG program guidelines.

Methodology

This chapter provides a demographic baseline of the region, models climate-aligned occupational demand, establishes an inventory of regional training capacity, and provides policy and funding recommendations for workforce planning and development. To craft an understanding of the workforce impacts that can be expected from implementation of El Paso's mitigation measures, this chapter followed guidance from the EPA's CPRG program, which outlined an approach to conducting the workforce planning analysis. The EPA's guidance included the following six steps:

1. **Mapped CAP mitigation measures:** standardizing categories of industries and occupations using North American Industry Classification System (NAICS) and SOC (Standard Occupational Classification) codes.
2. **Defined the labor-market area** as the El Paso Metropolitan Statistical Area (the El Paso region), which includes El Paso and Hudspeth counties in Texas.
3. **Quantified the current workforce:** Employment and wage statistics from JobsEQ, the Texas Workforce Commission (TWC), and the Bureau of Labor Statistics (BLS) informed an understanding of the size of the region's existing workforce.
4. **Modeled future demand for workers:** using employment projections from JobsEQ (5-year and 1-year occupational forecasts). A broader estimate of the region's economic impact was estimated using the Input-Output Impact Analysis for Planning (IMPLAN) model, as well as TWC) occupation growth projections (2022-2032).
5. **Validated assumptions:** current structure and partnerships between local workforce development boards, employers, training providers, and community advocates provided additional insights into the region's workforce, in-demand skills and knowledge, regional training capacity, and opportunities for collaboration between workforce system actors.
6. **Applied an equity screen** to identify opportunities for low-income neighborhoods to benefit from lowered energy costs and the creation of new jobs resulting from the implementation of the region's CAP mitigation measures.

This analysis draws on a range of data sources, including industry, occupation, and wage statistics from JobsEQ and the U.S.BLS; short-term (1-year) and long-term (5-year) occupational forecasts from JobsEQ; occupational employment projections from the TWC through 2032; and economic impact modeling using IMPLAN Input-Output analysis. Demographic and workforce characteristics are based on 5-year estimates from the 2023 American Community Survey , conducted by the U.S. Census Bureau. Data on education and training programs were obtained from the Texas Workforce Commission and Workforce Solutions Border plex.

Population and Workforce Demographics

The labor market area for this analysis is the El Paso region which encompasses both El Paso County and Hudspeth County. While most job opportunities associated with CAP mitigation measures are expected to be concentrated in the City of El Paso, the broader region serves as the primary labor pool. This regional scope reflects commuting patterns and the availability of workforce, training institutions, and employers across the region.

The region's population of just over 869,000 offers a strong foundation for workforce development, with nearly two-thirds of residents between 18 and 64 years of age. This core

working age group drives the local economy and will continue as new industries and training pathways take shape. Alongside this base, more than a quarter of the population is under 18, pointing to a future pipeline of workers needing support from schools, families, and programs that help them transition into meaningful careers, and as more people reach retirement age, the community will need to plan for more services related to health, caregiving, and safe housing giving as the number of residents aged 65 and older continues to rise.

The region comprises approximately 297,000 households, with a median household income of $59,000 in 2023 dollars. Roughly one-third of these households include families with children under the age of 18. As such, any comprehensive strategy aimed at supporting workforce participation must account for the needs of working families, including flexible training schedules and supportive services such as childcare and transportation.

According to the 2023 American Community Survey, nearly 20% of households in the region fall below the federal poverty level. In the most energy-burdened neighborhoods, utility costs can exceed 8% of a household's monthly income. These disproportionately high energy expenditures underscore the dual role of energy efficiency interventions—such as weatherization and HVAC system upgrades—as both climate mitigation and equity strategies. Reducing energy costs through such measures can alleviate financial strain, lower greenhouse gas emissions, and enhance indoor comfort for vulnerable populations.

The region has a labor force participation rate of 63%. Employment is concentrated in three primary sectors—Trade, Transportation, and Utilities; Government; and Private Education and Health Services—which collectively account for 58% of total regional nonfarm employment. In terms of average weekly wages, the highest paying sectors are Public Administration ($1,637), Financial Activities ($1,223), and Manufacturing ($1,172).

Occupation-Industry Mix

Building on the region's demographic profile, understanding where and how those industries are evolving is essential for identifying pathways to climate-aligned economic growth. The occupational landscape is shaped by a mix of legacy sectors and emerging opportunities. By analyzing employment concentrations and sector-specific skill demands, we can better assess where workforce investments are most needed and where they will yield the greatest climate and economic returns.

The distribution of employment across key industries provides critical insight into the region's current economic structure and its connections to climate-focused industries. To assess alignment with climate actions and workforce development opportunities in priority occupations, select industries were mapped to relevant workforce sectors based on job concentration, climate relevance, and growth potential . The following sectors shown in Table 25 were identified in relation to the CAP measures.

Table 25. Key Industries and Relevant Sectors

NAICS	NAICS Industry	Relevant Sector
11	Agriculture, Forestry, Fishing and Hunting	Agriculture, Natural & Working Land
53	Real Estate and Rental and Leasing	Commercial & Residential Buildings
23	Construction	
562	Waste Management and Remediation Services	Waste and Materials Management
2211	Electric Power Generation, Transmission and Distribution	Electricity Generation
31-33	Manufacturing	Industry
48-49	Transportation and Warehousing	Transportation and Warehousing

Source: Workforce Solutions Borderplex

Table 26. Relevant Sector Employment Snapshot

Sector	Employment 2024Q4	% of Relevant Sector Employment	Avg. Hourly Wage 2024	Avg. Number of Establishments 2024
Agriculture, Natural and Working Land	1,408	2%	$21.33	96
Commercial & Residential Buildings	28,613	39%	$26.66	1,161
Electricity Generation	898	1%	$37.28	4
Industry	18,067	25%	$29.29	659
Transportation and Warehousing	22,718	31%	$27.84	1,098
Waste and Materials Management	798	1%	$25.87	66
Total Employment in Relevant Sectors	**72,502**			

Source: Workforce Solutions Borderplex

As provided in Table 26, the six identified climate-relevant sectors accounted for 20% of total employment in the region in 2024, representing 72,502 jobs across the MSA. The largest employment concentrations were in Commercial and Residential Buildings (28,613 jobs), Transportation and Warehousing (22,718 jobs) and Industry (18,067). In contrast, sectors such as Electricity Generation (898 jobs), Waste and Materials Management (798 jobs), and Agriculture, Natural and Working Lands (1,408 jobs) had significantly lower employment levels.

Despite employing the fewest workers, Electricity Generation occupations have the highest average hourly wage at $37.28, suggesting a premium for specialized or technical labor. Conversely, Agriculture, Natural and Working Lands have one of the lowest average hourly wage, at $21.33 per hour. The number of establishments also varies significantly, with Commercial and Residential Buildings and Transportation and Warehousing having the highest average number of establishments (1,161 and 1,098, respectively), while sectors like Electricity Generation operate within four establishments. These patterns suggest that employment growth and wage dynamics are tied to both sectoral demand and structural industry characteristics.

As the next section outlines, the relevant sectors were evaluated using a set of reference measures, including job growth projections, training requirements, and climate alignment, to guide workforce strategies and inform the design of targeted workforce development initiatives. Understanding this alignment supports the goal that future actions not only address climate goals but also broaden access to high-quality employment across the region.

Industries Most Vulnerable to Extreme Heat: Certain industries are at a higher risk to be impacted by the effects of extreme heat. [80,81] According to recent research, four of the seven industries in Table 25 are classified as high risk: Construction, Manufacturing, Transportation and warehousing, and Agriculture, forestry, fishing and hunting. [82,83] These industries include work that is primarily performed outdoors or in facilities that are not typically climate-controlled, making extreme heat a greater factor in work capabilities and efficiencies. The impacts of extreme heat to these industries should be considered when developing workforce development strategies and initiatives.

Climate Mitigation Actions Overview

To assess the potential impact of climate actions on regional industries and occupations, several reference measures guided the analysis, including projected job growth, median wages, educational requirements, and alignment with CAP priorities. Additional factors such as industry relevance to decarbonization goals, susceptibility to climate-related disruption, and the potential for job quality improvements were also considered. Together, these indicators provided a framework for identifying high-impact occupations and sectors that are both critical to the region's economic resilience and essential to the success of the followingCAP measures:

Measure 1: Promote Walking, Biking, and Riding Transit

Measure 2: Increase Energy Efficiency and Decarbonize Buildings

[80]Behrer, Park. 2017. *Will We Adapt? Temperature, Labor, and Adaptation to Climate Change*. Harvard University.

[81] Graff Zivin, Neidell. 2014. *Temperature and the Allocation of Time: Implications for Climate Change*. Journal of Labor Economics, Vol 32, No.1, pp.1-26. https://www.jstor.org/stable/10.1086/671766

[82]Behrer, Park. 2017. *Will We Adapt? Temperature, Labor, and Adaptation to Climate Change*. Harvard University.

[83] Graff Zivin, Neidell. 2014. *Temperature and the Allocation of Time: Implications for Climate Change*. Journal of Labor Economics, Vol 32, No.1, pp.1-26. https://www.jstor.org/stable/10.1086/671766

Measure 3: Install Renewable Energy Systems

Measure 4: Promote Sustainable Food Systems and Waste Management Practices

Measure 5: Support the Zero Emissions Vehicle Transition

Measure 6: Cool Communities, Protect Health, and Increase Native Ecosystems

Measure 9: Monitor and Improve Air Quality

Measure 10: Implement and Oversee Climate Action

Workforce Analysis by Occupation

Table 27 provides the analysis of the top ten occupations within the relevant sectors and highlights a labor market dominated by roles in transportation, construction, and operations management (full list in Appendix F).

Table 27. Top ten Occupations in relevant sectors.

SOC	Occupation	Regional Employment Relevant Sectors	Total, Regional Employment All Sectors	(LQ)[84]	Median Hourly Wage
53-3032	Heavy and Tractor-Trailer Truck Drivers	7,894	8,686	1.8	$22.26
47-2061	Construction Laborers	3,302	3,515	1.1	$15.58
53-7062	Laborers and Freight, Stock, and Material Movers, Hand	2,838	5,406	0.8	$15.53
11-1021	General and Operations Managers	2,152	9,289	1.2	$36.83
47-1011	First-Line Supervisors of Construction Trades and Extraction Workers	1,702	1,871	1.0	$29.33
11-9021	Construction Managers	1,697	1,785	1.6	$39.76
47-2031	Carpenters	1,660	1,725	0.9	$19.04
47-2111	Electricians	1,513	1,711	1.0	$23.32
53-3033	Light Truck Drivers	1,250	2,141	0.9	$17.74
53-7051	Industrial Truck and Tractor Operators	1,218	1,785	1.0	$17.74

[84]The Employment Location Quotient (LQ) measures the concentration of employment of an industry within a specific geographic area, compared to the national average. An LQ greater than 1.0 indicates a higher concentration of the industry in the local area compared to the national average. An LQ Less than 1.0 indicates a lower concentration of the industry in the local area compared to the national average.

Across relevant sectors, Heavy and Tractor-Trailer Truck Drivers is the most common occupation, employing 7,894 individuals and accounting for 91% of the total regional employment in that role. The occupation has an employment location quotient (LQ) of 1.8 - indicating strong regional specialization. Construction-related occupations, including Construction Laborers (3,302 jobs), also feature prominently, reflecting the dominance of the Commercial & Residential Buildings sector. These roles offered modest wages, with Construction Laborers and Freight/Material Movers earning median hourly wages around $15.50. More specialized roles command significantly higher pay, such as Construction Managers ($39.76/hour) and General and Operations Managers ($36.83/hr). Despite lower employment numbers, Construction Managers (LQ 1.6) and General and Operations Managers (LQ 1.2) are notably overrepresented in relevant sectors compared to the broader economy, underscoring their strategic importance. The data suggests that sustainability-related employment is not only physically intensive but also operationally complex, requiring both a large base of manual labor and a smaller, well-compensated management tier to support it.

Projected Demand Modeling

After completing the workforce analysis by occupation, data was compiled for 550 occupations, including an occupation-industry crosswalk, current employment levels, projected growth through 2029, and anticipated separations due to exits and occupational transfers. Of these, 55 occupations were identified as potentially impacted by the CAP's mitigation actions (see Appendix F,). For these 55 occupations, projected employment demand associated with CAP mitigation actions was estimated using average annual growth rates from 2024 to 2029 (5-year forecast).

To assess potential labor market alignment, occupational demand projections were compared against estimated labor supply to identify potential workforce surpluses or shortages. Estimated labor supply was derived from the volume of active job postings over the past twelve months, assuming each posting corresponded to a filled position. This modeling approach quantified expected labor market imbalances and informed the selection of priority occupations. These priority roles were identified based on four key criteria: their critical role across the six target industries, the presence of a projected labor shortage, their anticipated sensitivity to implementing CAP mitigation actions and whether the median hourly wage was above the living wage [85]. This prioritization is intended to guide workforce development efforts and policy interventions where they are most urgently needed.

Based on the criteria described above, 14 occupations were identified as high-priority targets for workforce planning as shown in Table 28. These roles are critical to the success of CAP-related mitigation actions, face projected labor shortages, and span multiple high-impact industries.

[85] El Paso's living wage for fiscal year 2024 is $17.24/hour (2 adults working, 1 dependent). Living wage refers to the hourly rate an individual must earn to support their family without the need for public assistance. Living wage calculations reflect geographic costs related to typical minimum family expenses such as food, childcare, health insurance, housing, transportation, & other basic necessities. Massachusetts Institute of Technology (MIT) Living Wage Calculator (June 2023), Source: https://livingwage.mit.edu/

Table 28. Priority occupations ordered by median hourly wage.

SOC	Occupation	Regional Employment Relevant Sectors	Total, Regional Employment All Sectors	(LQ)[86]	Median Hourly Wage
13-1041	Compliance Officers	138	941	1.1	$40.91
11-9021	Construction Managers	1,697	1,785	1.6	$39.76
11-3071	Transportation, Storage, and Distribution Managers	397	660	1.4	$38.32
11-1021	General and Operations Managers	2,152	9,289	1.2	$36.83
13-1199	Business Operations Specialists, All Other	184	2,050	0.8	$36.68
17-2051	Civil Engineers	137	641	0.8	$36.01
13-1082	Project Management Specialists	792	1,982	0.9	$34.71
13-1081	Logisticians	208	483	1.0	$33.22
49-1011	First-Line Supervisors of Mechanics, Installers, and Repairers	497	1,446	1.1	$30.05
47-1011	First-Line Supervisors of Construction Trades and Extraction Workers	1,702	1,871	1.0	$29.33
47-2152	Plumbers, Pipefitters, and Steamfitters	784	962	0.9	$23.85
47-2111	Electricians	1,513	1,711	1.0	$23.32
51-4121	Welders, Cutters, Solderers, and Brazers	645	818	0.8	$20.38
49-9071	Maintenance and Repair Workers, General	1,111	3,160	0.9	$17.84

[86]The Employment Location Quotient (LQ) measures the concentration of employment of an industry within a specific geographic area, compared to the national average. An LQ greater than 1.0 indicates a higher concentration of the industry in the local area compared to the national average. An LQ Less than 1.0 indicates a lower concentration of the industry in the local area compared to the national average.

Table 29. Potential shortage for priority occupations.

SOC	Occupation	Hires	Exits	Transfers	Empl Growth	Projected Needed for CAP	Total Projected Employment Demand (2029)	Potential Shortage
11-1021	General and Operations Managers	310	1,055	2,782	339	15	**4,191**	(3,881)
47-2111	Electricians	111	273	528	122	21	**944**	(833)
13-1082	Project Management Specialists	0	217	507	95	7	**826**	(826)
47-1011	First-Line Supervisors of Construction Trades and Extraction Workers	113	292	448	87	15	**842**	(729)
49-9071	Maintenance and Repair Workers, General	842	683	780	101	7	**1,571**	(729)
11-9021	Construction Managers	169	225	477	96	17	**815**	(646)
47-2152	Plumbers, Pipefitters, and Steamfitters	40	139	279	38	6	**462**	(422)
51-4121	Welders, Cutters, Solderers, and Brazers	14	112	294	11	2	**419**	(405)
49-1011	First-Line Supervisors of Mechanics, Installers, and Repairers	214	243	339	29	2	**613**	(399)
13-1041	Compliance Officers	85	160	219	34	1	**414**	(329)
13-1199	Business Operations Specialists, All Other	685	316	568	62	1	**947**	(262)
11-3071	Transportation, Storage, and Distribution Managers	100	90	187	35	4	**316**	(216)
13-1081	Logisticians	82	64	156	51	4	**275**	(193)
17-2051	Civil Engineers	107	63	133	28	1	**225**	(118)

An analysis of projected employment demand across key sustainability-related occupations reveals significant workforce shortages over the coming years, particularly in construction, operations, and technical trades. As shown in Table 29, among the 14 occupations examined, General and Operations Managers exhibit the highest total projected employment demand (4,191 jobs) but also face a potential shortage of 3,881 workers (a gap driven primarily by high exit and transfer rates). Similar trends are evident across skilled trades such as Electricians (shortage of 833), First-Line Supervisors of Construction Trades (729), and Maintenance and Repair Workers (729), suggesting critical workforce pressure points in the construction and maintenance pipeline essential to decarbonization and infrastructure resilience. Even occupations with relatively modest current employment, such as Project Management Specialists and Compliance Officers, are projected to fall significantly short (826 and 329 respectively), despite their strategic importance in regulatory and project oversight roles. Notably, occupations tied to managerial or coordination functions (including Construction Managers, Logisticians, and Business Operations Specialists) also reflect substantial workforce gaps. Overall, these projected shortages, if unaddressed, may hinder the region's ability to meet the CAP implementation goals, underscoring an urgent need for targeted workforce development, training programs, and policy interventions to build capacity in both frontline and managerial positions.

Training and Apprenticeship Pipeline

Preparing individuals for quality employment begins with aligning local training programs to in-demand and emerging workforce needs. In the El Paso region, a diverse ecosystem of community colleges, labor unions, and private training providers plays a critical role in equipping residents with the skills required to support both the local economy and the region's climate and infrastructure goals.

Training Providers and Credentials

El Paso Community College (EPCC) continues to expand its role as a central hub for workforce development. Over the past two years, EPCC has doubled its training capacity for new electricians and introduced a 16-week fast-track Electrical Level I certificate program. This program integrates instruction on solar technologies and EV charging systems, providing students with competencies that extend beyond traditional construction to include emerging energy systems and grid modernization efforts.

The International Brotherhood of Electrical Workers (IBEW) Local 583 also enhances the regional training landscape by developing a paid pre-apprenticeship program. Modeled after the Utility Pre-Craft Trainee program in Los Angeles, this initiative blends classroom instruction with compensated hands-on work experience. The program is designed to build foundational competencies that align with the requirements of registered apprenticeships, including safety training (e.g., Occupational Safety and Health Administration 10 certification, CPR/First Aid), applied math and measurement, basic tool use, and exposure to jobsite protocols. It also emphasizes work-readiness skills such as punctuality, teamwork, communication, and career navigation support to help participants understand union pathways and long-term advancement opportunities. Graduates are expected to transition directly into formal apprenticeship programs that offer structured career progression and family-sustaining wages.

The University of Texas at El Paso (UTEP) contributes to the training pipeline at the post-baccalaureate level. Its newly launched graduate certificate in Sustainable Infrastructure is designed to prepare civil and mechanical engineers to design resilient buildings and systems capable of withstanding climate-related stressors.

In addition to public institutions, private training providers are needed to help fill critical gaps in the regional workforce system. Sun City Welding Academy offers an American Welding Society (AWS) structural welding certification for bridge retrofits and low-carbon industrial applications. Airstreams Renewables provides an intensive 11-week program focused on training wind and solar technicians in operations, safety procedures, and maintenance of turbine infrastructure.

Together, these providers form a foundation for a climate-aligned workforce development system that spans a range of occupations and credentials, from entry-level certifications to advanced engineering specialization. Continued investment and coordination across these partners will be essential to meet growing demand and build a resilient, skilled workforce.

Seats, Costs, and Barriers

Developing a robust training and apprenticeship pipeline requires more than simply expanding the number of available courses. It also necessitates the systematic removal of common barriers to participation, including tuition costs, family responsibilities, and language accessibility. Training programs that are intentionally designed to address these challenges are more likely to enable a broader segment of the population to access stable, well-paying employment, advancing both individual economic mobility and the region's broader climate and workforce goals.

Despite the availability of various training options in the region, current program capacity remains insufficient to meet projected labor market demands. On average, the El Paso region produces approximately 60 new electricians, 50 HVAC technicians, 40 welders, and 30 renewable energy technicians annually. These graduation rates are inadequate considering the anticipated growth in demand for skilled labor associated with the implementation of regional climate infrastructure projects.

Cost remains a significant obstacle for many prospective trainees. Tuition for short-term credential programs ranges from approximately $1,800 to $7,000, depending on the occupation and institution. When additional expenses such as textbooks, equipment, lost wages, childcare, and transportation are considered, the total financial burden becomes prohibitive for many students. For these individuals, access to scholarships, stipends, and flexible scheduling options, such as evening and weekend classes, can be the determining factors in whether they complete their training or exit prematurely.

Strategic Workforce Alignment Plan

To connect El Paso region’s climate-driven infrastructure and industry expansion to a locally trained, inclusive workforce. The goal is to ensure that occupations tied to grid resilience, energy efficiency, clean construction, water management, and advanced manufacturing are filled in a timely and equitable manner.

Guiding Principles

1. **Demand-Driven:** Training investments are based on verified employer needs.
2. **Equity-Focused:** At least 40 percent of training resources are directed to individuals from LIDAC-designated communities.
3. **Cross-Sector Efficiency:** Training emphasizes skills that are transferable across multiple sectors, such as electricians needed in both data centers and water infrastructure.
4. **Wraparound Support:** Childcare, transportation, and stipends are integrated to support completion and retention.

5. **Stackable Pathways:** Pre-apprenticeships, certifications, and licenses are aligned to enable long-term career advancement.
6. **Accountable and Iterative:** Workforce outcomes are tracked and adjusted quarterly to inform continuous improvement.

Aligned Investments and Strategic Funding Leverage

El Paso region has several active workforce investments that align with climate, energy, and infrastructure priorities. These investments serve as a strong foundation for scaling CAP-related workforce initiatives.

City of El Paso American Rescue Plan Act (ARPA) Funds. Currently supporting incumbent worker training programs for employers across construction, healthcare, and energy sectors. These funds, which must be expended by mid-2026, are helping existing workers adapt to new technologies and industry needs related to energy efficiency and climate resilience.

Workforce Solutions Borderplex (WSB) State and Federal Formula Funds. The region is prioritizing the allocation of formula funding to support workforce development in advanced manufacturing, healthcare, information technology and cybersecurity, energy systems, and critical infrastructure sectors, including water, transportation, and broadband. These strategic priorities are closely aligned with the objectives of the CAP, particularly in areas that aim to reduce emissions, increase energy efficiency, expand access to essential services, and build climate-resilient infrastructure. Many of the occupations associated with these sectors—such as HVAC technicians, electricians, and civil engineering—are already identified as priority occupations within the regional workforce development framework. Targeting these fields not only addresses existing labor market demands but also supports the region's climate mitigation goals by fostering a skilled workforce capable of implementing and maintaining CAP-related projects.

Supervisory Control and Data Acquisition (SCADA) Training Partnership with the Texas Workforce Commission and The Trust for the Americas (Washington DC). This initiative provides certification and career advancement opportunities in SCADA systems. These roles are essential to operating and maintaining the smart grid and modern utility infrastructure.

Department of Labor (DOL) "Pathways for Heroes" Grant. This program supports transitioning service members with job training and placement in infrastructure and climate-resilient occupations such as infrastructure, management, logistics, and electrical work. These occupations align closely with energy sector needs. Additionally, WSB continues to expand partnerships with research institutions to align emerging federal investments with regional workforce priorities. Beginning in Fall 2025, a new pilot and collaboration with the University of Texas at El Paso will support paid internships for engineering students through a USDA-funded initiative focused on water conservation and agriculture. This effort illustrates the region's capacity to support interdisciplinary, grant-aligned workforce initiatives at the intersection of infrastructure, climate, and innovation sectors.

To meet the region's climate and workforce goals under the CAP, a multi-pronged strategy has been developed to build a robust talent pipeline in climate-aligned sectors. Table 30 outlines refined key actions across six strategic pillars designed to prepare new workers, upskill existing

ones, and ensure equitable access to emerging opportunities. These efforts are concentrated in priority sectors such as energy systems, water infrastructure, broadband, HVAC, and building systems, which are central to both the region's climate mitigation objectives and workforce development priorities. The approach emphasizes flexibility, equity, and employer engagement, with milestones that balance immediate workforce needs with long-term systems change.

WSB, the workforce development agency and workforce board for the region, plays a central role in addressing workforce challenges. As the operator of the region's American Job Centers , the organization actively connects job seekers, employers, training providers, and community-based partners to build a more inclusive workforce pipeline. Through collaboration, WSB is uniquely positioned to bridge the gap between community need and opportunity—supporting reskilling, career pathway development, and equitable access to high-quality jobs in weatherization, solar installation, HVAC efficiency, and other green sectors.

Table 30 Strategic Pillars

Pillar	Refined Key Actions	Suggested Leads/Collaborators	Flexible Milestones
Expand Entry Pipelines	• Launch targeted pre-apprenticeship or bootcamp-style cohorts in climate-aligned trades such as HVAC, solar, and electrical. • Integrate foundational skills into existing high school and community-based programs.	• WSB • Independent School Districts (ISDs) • Community-based organizations • Labor partners	• Launch pilot(s) in 2025 • Track participation and retention
Accelerate Credentialing	• Develop or adapt short-term, stackable credentials in priority occupations (e.g., energy efficiency, building systems, water operations). Options may include bootcamps, hybrid models, or modular training.	• Workforce board in collaboration with multiple training providers	• Catalog existing offerings and pilot 1–2 new credential models
Upskill Incumbents	• Customize training for incumbent workers in utilities, facilities, and manufacturing. Emphasis on controls,	• Employers • Chambers • WSB • Training partners	• Secure 3–5 employer partners • Monitor job advancement outcomes

	automation, and energy systems. • Align ARPA and Skills Development Funds to support this work.		
Prioritize Equity & LIDAC Recruitment	• Use navigators and trusted messengers to recruit from priority census tracts. • Incorporate support such as stipends, tools, or child care.	• CBOs • WSB • Local literacy and housing organizations	• Ensure strong LIDAC representation and track engagement
Coordinate Employer & Sector Leadership	• Form a working group of employers, unions, and educators to advise on training content and provide early hiring commitments. • Establish shared goals (e.g., interview guarantees, job fairs).	• Economic development entities • Employers • Industry associations	• Launch working group • Secure initial Memorandoum of Understandings or partnership letters
Build Monitoring & Transparency Systems	• Integrate all programs into a centralized tracking system (e.g., Monday.com or similar) to monitor outcomes and ensure transparency.	• WSB • City data & performance staff	• System live in 2025 • Develop dashboard to track workforce pipeline metrics

Policy and Funding Recommendations

To fully realize the workforce potential of the region's climate initiatives, supportive policy and funding mechanisms must be implemented at the local, regional, and state levels. The following recommendations are designed to align public investments with workforce goals, ensure long-term sustainability, and maximize the impact of CAP activities.

Local Policy Levers

Local governments can play a catalytic role in shaping climate workforce outcomes by embedding workforce requirements into permitting, procurement, and infrastructure policies. The following policy levers can help ensure that public investments generate quality jobs and equitable access to career pathways:

- Require workforce language and apprenticeship participation in City-funded climate infrastructure projects.

- Provide expedited permitting and other incentives for projects that include local hiring and training commitments.
- Align new industrial water conservation policies with workforce programs that train licensed plumbers and utility technicians.

Funding and Sustainability Recommendations

Sustained and coordinated investment is essential to building and scaling a climate workforce strategy that addresses current shortages while positioning the region for long-term economic growth. The following recommendations outline key strategies to braid resources, engage diverse partners, and ensure workforce initiatives remain aligned with infrastructure and industry needs:



Workforce Planning Conclusion

The El Paso region stands at a pivotal moment where climate action, economic opportunity, and workforce transformation are uniquely aligned. While high-demand occupations face growing shortages, the region's assets, including a strong training ecosystem, industry partnerships, and emerging infrastructure investments, create a powerful platform for strategic response. A robust network of education and workforce institutions such as El Paso Community College, UTEP, IBEW Local 583, Western Tech, Region 19, and regional high school Career and Technical Education (CTE) programs are actively working to expand credential access, pre-apprenticeship pipelines, and career pathways aligned with clean energy, infrastructure, and skilled trades.

WSB , in coordination with regional partners, is focused on strengthening five key sectors: advanced manufacturing (particularly aerospace and defense), IT and IT-adjacent fields, healthcare, energy, and infrastructure. These sectors share a common reliance on increased energy capacity and climate-resilient systems to support sustainable growth. WSB's workforce strategies are guided by labor market data and informed by employer engagement to ensure alignment with emerging demands.

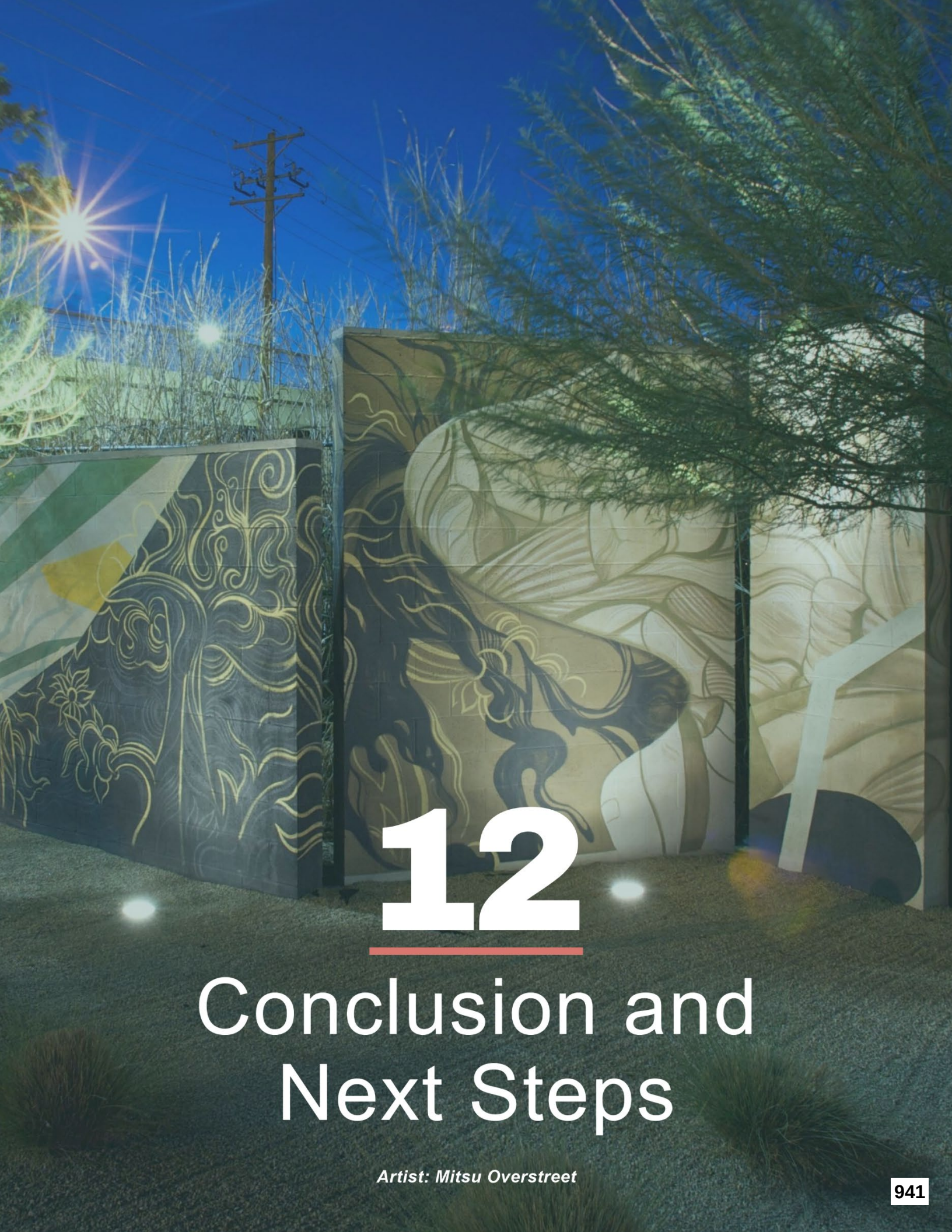
As technologies such as distributed energy, smart grid systems, and next-generation manufacturing reshape the landscape, workforce development must remain responsive, inclusive, and future-oriented. Wraparound supports such as childcare, transportation, and digital access are essential for increasing access to training and sustaining long-term labor market participation, especially for historically underserved populations.

Fort Bliss represents a major regional asset in this effort. As one of the largest military installations in the country, it plays a key role in energy resilience, logistics infrastructure, and defense innovation. Aligning workforce strategies with Fort Bliss's evolving mission offers an opportunity to support national security objectives while creating high-quality civilian career pathways. This intersection also strengthens the region's ability to meet LIDAC goals and enhance workforce capacity and economic development impact.

The Strategic Workforce Alignment Plan provides a coordinated roadmap built around six core pillars, with a focus on employer engagement, sector alignment, equitable access, and integrated policy. Realizing its potential will require ongoing collaboration across public, private, and institutional partners, sustained investment, and community-wide commitment.

By embedding workforce development within El Paso region's broader climate and economic goals, the region can lead by example, building a resilient future where opportunity is inclusive, innovation thrives, and people are empowered to lead and succeed.





12

Conclusion and Next Steps

Artist: Mitsu Overstreet

11. Conclusion and Next Steps

Key Takeaways

- The CAP outlines 10 priority measures and 53 specific actions targeting GHG reduction, climate resilience, and community co-benefits.
- The next phase begins with formal adoption of the CAP by the City and regional entities, followed by coordinated implementation led by the City and CDCC.
- A climate action dashboard will display implementation progress, performance metrics, and community benefits to keep the public, stakeholders, staff and officialsinformed.
- Remaining climate bond funds will be directed through a framework that prioritizes projects benefiting disadvantaged communities.
- The City will launch a climate mini-grant program to support small-scale, community-led climate action projects with technical assistance.

The CAP represents a significant milestone in the El Paso region's commitment to addressing climate change while enhancing quality of life for all residents. Developed through a collaborative and community-driven process, the CAP reflects the shared priorities of stakeholders and communities across El Paso and Hudspeth Counties. Throughout its development, the City and its regional partners conducted an extensive bilingual engagement effort, which included community open houses, pop-up events, public surveys, and partnerships with local institutions. Community input played a central role in shaping the 10 priority measures and 53 specific actions presented in this plan.

The CAP focuses on reducing GHG emissions and advancing climate adaptation strategies that provide multiple co-benefits, including improved public health; increased access to green space and clean energy; job creation; and enhanced resilience to extreme heat, drought, and flooding. Many actions have been designed with equity in mind, targeting the needs of LIDACs, which represent approximately 65% of the region's population and face disproportionate climate-related risks.

This CAP is the second formal deliverable under the EPA's CPRG planning grant awarded to the El Paso region and follows the development of the PCAP. In alignment with CPRG requirements, the City will publish a formal status report in 2027. This report will assess progress on implementation, provide updated emissions and co-benefits analyses, and outline future steps to advance CAP goals. Submission of this 2027 status report is mandatory under the CPRG grant program.

The region is ready to build on climate work already underway. Local agencies have demonstrated a strong commitment to sustainability through a range of climate-focused initiatives:

- El Paso Water leads the drought response program, which aims to conserve water and strengthen the region's resilience to long-term water shortages.
- The City of El Paso's Office of Climate and Sustainability, Community and Human Development Department, and Parks and Recreation manages the 915 Tree Keepers tree planting program, which expands the urban tree canopy and engages residents in improving neighborhood resilience to extreme heat.

- The Office of Climate and Sustainability oversees the City's LEED for Cities certification through the U.S. Green Building Council, which tracks progress on key economic, environmental, and social sustainability indicators and supports accountability in climate action.

The CAP provides a plan to grow and connect these efforts across the region. It helps align goals, attracts funding, and supports collaboration between regional partners.

Plan Adoption and Ongoing Collaboration

The next phase begins with formal adoption of the CAP by the City and participating regional entities. Following adoption, the City will continue to coordinate with the CDCC to oversee implementation, align departmental and regional efforts, pursue funding opportunities, and monitor progress against performance indicators. The CDCC will play a key role in maintaining accountability to community priorities and advancing cross-sector coordination.

Equitable Investment Framework

In 2021, the Climate Crisis Advisory Committee brought together stakeholders from the region to identify resources required for a regional climate action plan.[87] In November 2022, 50.6% of voters supported Proposition C of the City's Community Progress Bond, which allocated $5 million for climate initiatives. In 2023, the City created the Office of Climate and Sustainability to implement resilience programs and projects across the community and City's departments and operations.[88]

Launch of the Mini-Grant Program

The City will launch a climate-focused mini-grant program. This program will provide small grants to community-based organizations, schools, neighborhood groups, and small businesses to implement local climate action projects. Eligible activities could be, among others, tree planting, energy or water conservation, air quality monitoring, or outreach campaigns. The program will be designed to empower residents to lead solutions in their own neighborhoods. Grant recipients will receive technical assistance to support implementation and reporting, helping to build long-term capacity and foster grassroots climate leadership.

Public Dashboard

The City will maintain a publicly accessible climate action dashboard on its website to promote transparency and accountability. This platform will track progress on key actions; display relevant performance metrics; and highlight benefits related to equity, resilience, and public health. The dashboard will serve as a central tool for residents, stakeholders, and partners to monitor implementation and remain actively engaged in the region's climate progress.

The success of the CAP depends on sustained public involvement and cross-sector collaboration. The City and its partners remain committed to an inclusive, transparent, and iterative approach; one that empowers residents to shape and benefit from climate solutions in

[87] Climate Crisis Advisory Committee. (2023). Climate Crisis Advisory Committee Framework. https://escobar.house.gov/uploadedfiles/ccac_framework.pdf

[88] City of El Paso. (2023). Native El Pasoan to Lead City of El Paso's New Climate and Sustainability Office. https://www.elpasotexas.gov/assets/Press-Releases/2023.02.03-NEWS-RELEASE_City-Appoints-Native-El-Pasoan-Climate-and-Sustainability-Officer.pdf

their communities. Through continued leadership, investment, and community partnerships, the region can advance a healthier, more resilient, and more equitable future for all.





Resumen Ejecutivo

Artist: Jesus 'Cimi' Alvarado

Plan de Acción Climática Regional de El Paso

La Ciudad de El Paso y los socios regionales desean agradecer a los numerosos miembros del público que participaron en el proceso de planificación ofreciendo su tiempo, inquietudes, sugerencias y apoyo.

Este proyecto ha sido financiado parcialmente por la Agencia de Protección Ambiental de los Estados Unidos (EPA) bajo el acuerdo de asistencia 02F38901 con la Ciudad de El Paso. El contenido de este documento no refleja necesariamente las opiniones ni las políticas de la EPA, ni esta avala las marcas comerciales ni recomienda el uso de los productos comerciales mencionados en este documento.



Resumen Ejecutivo

El Área Estadística Metropolitana de El Paso (región de El Paso) enfrenta riesgos climáticos como sequías, inundaciones repentinas y calor extremo. Casi el 65% del Condado de El Paso y el 100% del Condado de Hudspeth se consideran comunidades de bajos ingresos y desfavorecidas (LIDAC, por sus siglas en inglés), las cuales enfrentan problemas como el aislamiento lingüístico y la mala salud, lo que dificulta que los residentes respondan a los riesgos climáticos. Para abordar estos complejos desafíos, la Ciudad de El Paso colaboró con socios de los Condados de El Paso y Hudspeth para crear este Plan de Acción Climática (PAC). Este PAC, desarrollado bajo el programa de Subvenciones para la Reducción de la Contaminación Climática (CPRG, por sus siglas en inglés) de la Agencia de Protección Ambiental de los Estados Unidos (EPA, por sus siglas en inglés), prioriza medidas para reducir las emisiones de gases de efecto invernadero (GEI) en la región de El Paso, a la vez que brinda otros beneficios a los residentes, como la creación de empleos, la mejora de la calidad del aire local y la mejora de la calidad de vida en general.

Este plan aborda los desafíos ambientales, económicos y de salud pública únicos de la región, como el calor extremo, la sequía, las inundaciones y la contaminación atmosférica, que afectan desproporcionadamente a las LIDAC. Con más del 65% del condado de El Paso y todos los tramos censales del condado de Hudspeth clasificados como LIDAC, este CAP prioriza la acción climática equitativa y la participación comunitaria.

Participación

Para desarrollar este CAP, la Ciudad de El Paso colaboró extensamente con gobiernos regionales, entidades tribales y organizaciones comunitarias. La sólida coordinación regional a través del Colaborativo Climático del Desierto Chihuahuense (CDCC) y el Comité Directivo de Liderazgo ayudó a alinear los objetivos locales, mientras que la difusión específica de los Climate Fellows y las promotoras fue fundamental para recopilar información de vecindarios de difícil acceso. Los Climate Fellows son profesionales en el inicio de su carrera, capacitados para apoyar la planificación climática y las iniciativas de participación, mientras que las promotoras son trabajadores de salud comunitarios de confianza que utilizan sus profundos vínculos locales para recolectar y compartir información de vecindarios históricamente desfavorecidos. Las organizaciones comunitarias y las empresas locales ayudaron a dar forma y apoyar el CAP a través de cumbres climáticas. Este extenso proceso de participación comunitaria llegó a más de 3,000 personas a través de reuniones bilingües, encuestas y eventos. La participación y la colaboración continuarán después de la adopción del CAP, y las actualizaciones y oportunidades se compartirán en el sitio web del proyecto.

Emisiones de Gases de Efecto Invernadero (GEI) y Objetivos

El inventario regional de GEI del CAP incluye las principales fuentes de emisiones en los condados de El Paso y Hudspeth para el año 2019. La mayor parte de las emisiones de la región provienen del consumo de energía en el transporte (48%) y en edificios e instalaciones (44%). Las proyecciones de emisiones de GEI, en un escenario de continuidad, estiman una posible reducción del 45% en las emisiones netas entre 2019 y 2050, debido principalmente a fuentes de generación de electricidad más limpias y a una mayor adopción de vehículos eléctricos (VE) (véase la Figura 1).

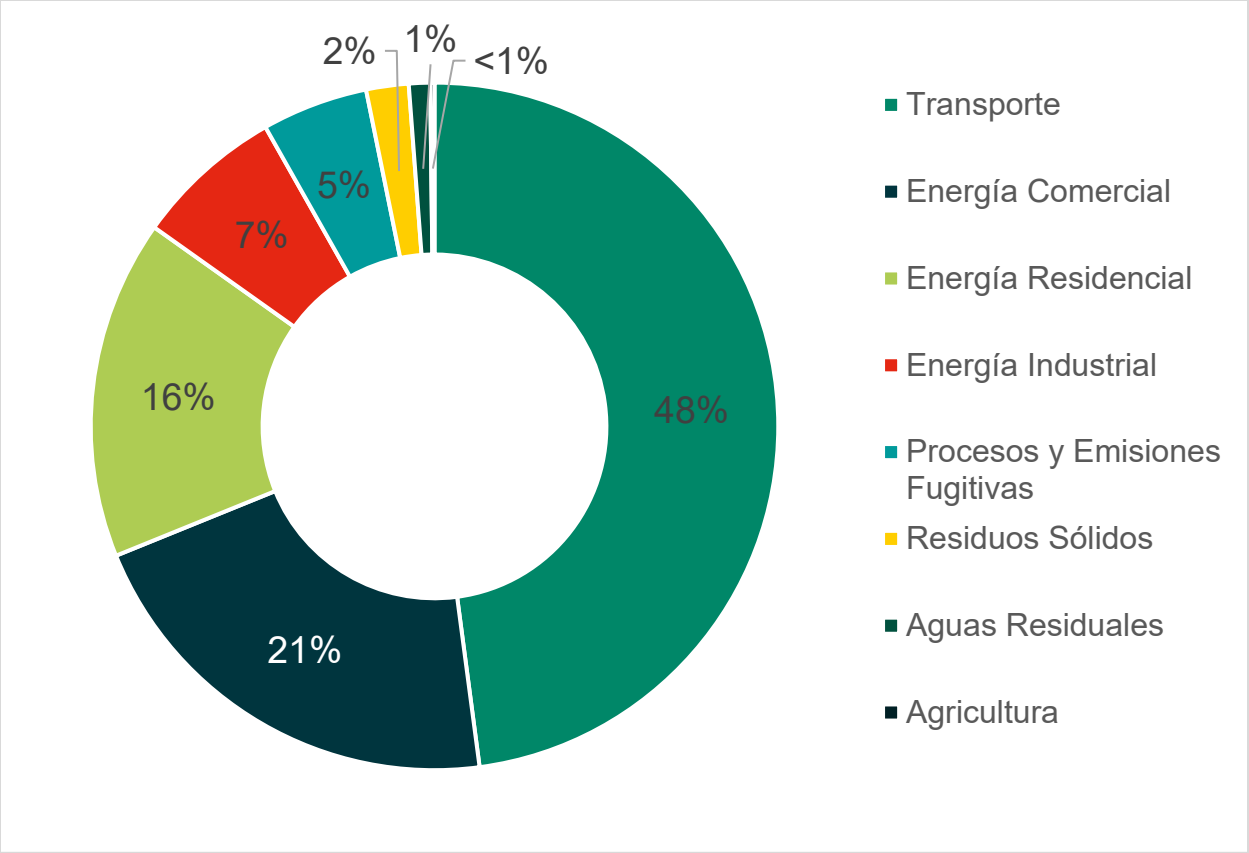


Figura 27. Inventario de Gases de Efecto Invernadero (GEI) de la Región de El Paso 2019

El PAC establece dos tipos de objetivos de reducción para la región: un objetivo ambicioso, que se basa en las mejores prácticas científicas, y un objetivo localizado, que representa las reducciones que se pueden lograr si El Paso implementa plenamente las acciones climáticas descritas en este PAC (véase la Tabla 1).

Tabla 31. Objetivos de Reducción de GEI

Proyección de Emisiones	2030	2050
Objetivo Ambicioso	50% por debajo de los niveles de 2019	Cero Emisiones Netas
Objetivo Localizado	21% por debajo de los niveles de 2019	67% por debajo de los niveles de 2019

El objetivo localizado muestra que dos tercios de las emisiones de GEI de 2019 de la región podrían reducirse para 2050. Sin embargo, se necesita asistencia externa adicional de socios regionales, estatales y/o federales para alcanzar el objetivo ambicioso definido como sanitationcero emisiones netas para 2050.

Vulnerabilidad Climática y Estrategias de Adaptación

El CAP también incluye una evaluación de la vulnerabilidad climática, que identifica la infraestructura de transporte, los servicios públicos, los recursos naturales y las comunidades socialmente vulnerables con mayor riesgo ante los futuros impactos del cambio climático para mediados de siglo. Se proyecta que el calor extremo, las inundaciones y las sequías

aumentarán con severidad en la región de El Paso, poniendo potencialmente en peligro a las comunidades e infraestructuras esenciales. Más del 70% de las carreteras y el 65% de las vías férreas son altamente vulnerables al calor extremo, ya que puede dañar el pavimento y deformar las vías. Alrededor del 90% de las instalaciones esenciales, como escuelas, centros comunitarios, centros para personas mayores, bibliotecas y centros médicos, también son altamente vulnerables al calor, ya que puede provocar cortes de energía e inestabilidad en la red eléctrica, aumentar los costos de energía y poner en peligro la salud y la seguridad de los ocupantes. La sequía es otra amenaza climática importante en la región que puede reducir la disponibilidad de agua para la agricultura, la refrigeración (por ejemplo, en edificios residenciales, industriales y comerciales), los ecosistemas y el saneamiento, además de aumentar la cantidad de polvo. Si bien la ciudad de El Paso ya ha emprendido acciones para aumentar su resiliencia, este plan describe futuras acciones de adaptación y enfatiza la importancia de mantener y expandir los recursos naturales para mejorar la resiliencia regional.

Acciones Climáticas

El CAP incluye 10 medidas climáticas generales y 53 acciones que las respaldan. Una medida es una estrategia general que aborda una fuente de emisiones o un riesgo climático en la región de El Paso, se alinea con los objetivos regionales y es importante para la comunidad. Las acciones son políticas, programas o proyectos específicos que respaldan una de las 10 medidas. Cada acción se evaluó en función de su potencial de reducción de emisiones de GEI y co-contaminantes, la capacidad de las autoridades locales para implementarla, el costo de implementación, las posibles métricas de seguimiento del progreso y los beneficios adicionales, como la adaptación climática, la salud y el bienestar públicos, la gestión ambiental, la conservación de recursos, la prosperidad económica, el ahorro para residentes y empresas, y el desarrollo comunitario (véase la Tabla 2).

Tabla 32. Acciones Climáticas de CAP

Medida 1: Aumentar la eficiencia energética y descarbonizar los edificios
- Acción M1: Mejorar o crear un programa comunitario de reembolsos por eficiencia energética y electrificación de edificios - Acción M2: Desarrollar una Norma de Eficiencia Energética para edificios comerciales - Acción M3: Colaborar con las industrias para reducir las emisiones relacionadas con las actividades industriales - Acción M4: Mejorar o desarrollar un programa de climatización - Acción M5: Aumentar la eficiencia energética en edificios públicos - Acción M6: Desarrollar una política para centros de datos que incorpore consideraciones ambientales, comunitarias y de desarrollo económico
Medida 2: Apoyar la transición a vehículos de cero emisiones
- Acción M7: Implementar políticas de carga de vehículos eléctricos (VE) en edificios nuevos - Acción M8: Organizar eventos de conducción de vehículos híbridos y de cero emisiones para los miembros de la comunidad - Acción M9: Transición de las flotas municipales a vehículos de cero emisiones (VEC)

- Acción M10: Instalar estaciones públicas de carga de VE
- Acción M11: Desarrollar centros de combustibles alternativos para autobuses y vehículos de carga pesada
- Acción M12: Desarrollar corredores de transporte de mercancías con combustibles alternativos

Medida 3: Instalar sistemas de energía renovable

- Acción M13: Colaborar con empresas de servicios públicos y startups para aumentar el uso de energía geotérmica.
- Acción M14: Adquirir energía renovable mediante contratos o suscripciones con empresas de servicios públicos para satisfacer la demanda de electricidad.
- Acción M15: Implementar políticas de adaptación a la energía solar en edificios nuevos.
- Acción M16: Fomentar instalaciones de almacenamiento de baterías.
- Acción M17: Instalar paneles solares en edificios y terrenos públicos como fuentes de energía alternativas y estructuras de sombra.

Medida 4: Promover sistemas alimentarios sostenibles y prácticas de gestión de residuos

- Acción M18: Mejorar las prácticas de reciclaje
- Acción M19: Implementar el compostaje comunitario para residuos de alimentos y jardín
- Acción M20: Desarrollar una ordenanza para la desviación de residuos de construcción y demolición y explorar la posibilidad de establecer instalaciones de reutilización o reciclaje
- Acción M21: Capturar y mejorar el biogás para su uso como fuente de energía
- Acción M22: Utilizar sistemas de cultivo basados en agua, como la hidroponía y la acuaponía, para cultivar alimentos sin suelo
- Acción M23: Desarrollar centros locales de distribución de alimentos

Medida 5: Promover la caminata, el ciclismo y el uso del transporte público

- Acción M24: Implementar proyectos de conversión de Calles Completas para mejorar el uso de peatones, ciclistas y del transporte público.
- Acción M25: Ampliar los sistemas de micro movilidad existentes para bicicletas y patinetas.
- Acción M26: Explorar opciones para ofrecer transporte público gratuito.
- Acción M27: Construir desarrollos orientados al transporte público para aumentar el acceso.
- Acción M28: Ampliar proyectos de micro transporte, como pequeños autobuses, para facilitar el desplazamiento de las personas desde sus hogares hasta las paradas.
- Acción M29: Implementar horarios sin automóviles para aumentar el acceso peatonal en las calles.
- Acción M30: Actualizar el código de zonificación para eliminar los requisitos mínimos de estacionamiento.
- Acción M31: Mejorar la frecuencia y la calidad de los servicios de transporte.

Medida 6: Monitorear y mejorar la calidad del aire

- Acción M32: Coordinar la infraestructura, las políticas y las operaciones para reducir el tiempo de inactividad de los camiones en los puertos y corredores de carga.
- Acción M33: Crear, ampliar o mejorar las áreas designadas de estacionamiento para camiones en el cruce fronterizo de El Paso Ysleta para reducir el tiempo de inactividad.
- Acción M34: Reducir los tiempos de espera en los puentes internacionales.
- Acción M35: Instalar sistemas de monitoreo de la calidad del aire en los puentes internacionales.
- Acción M36: Instalar sistemas de monitoreo de la calidad del aire en las comunidades afectadas de manera desproporcionada por la mala calidad del aire.

Medida 7: Implementar y supervisar acciones climáticas

- Acción M37: Establecer fondos renovables de préstamos verdes para apoyar proyectos de sostenibilidad en edificios públicos.
- Acción M38: Integrar una perspectiva climática y de sostenibilidad en las operaciones y la toma de decisiones gubernamentales.
- Acción M39: Crear un programa de mini subvenciones para apoyar la acción climática a nivel vecinal.

Medida 8: Enfriar las comunidades, proteger la salud y aumentar los ecosistemas nativos

- Acción A1: Desarrollar un programa de gestión comunitaria para mitigar el calor mediante el aumento de la cobertura arbórea y la sombra, centrado en la refrigeración de viviendas, centros comunitarios y vecindarios.
- Acción A2: Adoptar un código de construcción resiliente al calor.
- Acción A3: Desarrollar códigos de construcción resilientes al clima y normas de desarrollo.
- Acción A4: Ajustar el diseño estructural de pavimentos, puentes y vías férreas, y utilizar superficies más frescas y reflectantes (paredes, techos, pavimentos).
- Acción A5: Desarrollar centros de resiliencia multirriesgo en comunidades vulnerables.
- Acción A6: Desarrollar un sólido marco y recursos multilingües para la respuesta ante emergencias.
- Acción A7: Implementar proyectos de secuestro de carbono en terrenos públicos.

Medida 9: Desarrollar resiliencia ante la sequía y conservar el agua

- Acción A8: Ampliar los humedales y parques para apoyar la recarga de aguas subterráneas.
- Acción A9: Ampliar el uso de agua reciclada y aguas grises para riego, y establecer proyectos para captar la escorrentía.
- Acción A10: Educar, fomentar y brindar asistencia técnica a los agricultores de la región para que adopten prácticas agrícolas respetuosas con el medio ambiente.
- Acción A11: Desarrollar sistemas de captación de agua que funcionen con energía solar para generar agua potable en zonas no incorporadas y colonias.

Medida 10: Reducir el riesgo de inundaciones
- Acción A12: Implementar infraestructura verde y reducir las superficies impermeables a lo largo de las carreteras y en instalaciones críticas. - Acción A13: Adquirir estratégicamente terrenos en la llanura aluvial de 100 años. - Acción A14: Estabilizar los arroyos en zonas empinadas y con signos de erosión.

LIDAC Análisis

El CAP incluye un análisis robusto de LIDAC para la región de El Paso, que identifica 112 distritos censales y al 65% de la población total como desfavorecidos, según la Herramienta de Evaluación de Justicia Climática y Económica (CEJST). Estas comunidades enfrentan problemas complejos, como costos altos de energía, mala calidad del aire, acceso limitado a espacios verdes e infraestructura inadecuada. La región de El Paso puede optar por priorizar los LIDAC para la implementación de acciones, a fin de garantizar que la distribución de beneficios se centre en las áreas necesitadas. Teniendo esto en cuenta, el CAP evalúa las reducciones de GEI y co-contaminantes que podrían lograrse en los LIDAC gracias a las acciones del CAP. El CAP también describe los posibles beneficios y desventajas de los LIDAC como resultado de las acciones y propone estrategias de mitigación para evitar daños no deseados. Por ejemplo, si bien la electrificación de edificios puede reducir las emisiones y mejorar la calidad del aire interior, el plan recomienda apoyo financiero para evitar costos adicionales para los inquilinos de bajos ingresos. Este enfoque centrado en la equidad garantiza que las soluciones climáticas sean inclusivas, justas y respondan a las necesidades de las poblaciones más vulnerables.

Análisis de la Planificación de la Fuerza Laboral

Este capítulo evalúa el impacto de las medidas de mitigación descritas en el CAP en el mercado laboral regional. Identifica ocupaciones de alta demanda que son críticas para la implementación, evalúa la capacidad actual de capacitación de la fuerza laboral y recomienda estrategias para construir una reserva de talentos calificados e inclusivos. Ante el crecimiento laboral proyectado en áreas como energía limpia, construcción e infraestructura para vehículos eléctricos, el capítulo destaca la necesidad de inversiones coordinadas en capacitación, participación de los empleadores y servicios de apoyo.

Intersección con Otras Fuentes de Financiación

La implementación del PAC es compleja y requiere muchos recursos, lo que requiere planificación y coordinación a largo plazo entre jurisdicciones y sectores. Se necesitarán múltiples fuentes de financiación para la mayoría de las acciones debido a la diversidad de proyectos y participantes involucrados. La financiación disponible incluye subvenciones federales y estatales competitivas, filantropía local y nacional, herramientas de financiación tradicionales e innovadoras, y mecanismos de generación de ingresos como los impuestos locales. Las fuentes estatales y locales desempeñarán un papel fundamental en el proceso, y podrían desempeñar un papel aún mayor a corto plazo.

Próximos Pasos

La siguiente fase comienza con la adopción formal del CAP por parte de la Ciudad y la participación de las entidades regionales. Tras su adopción, la Ciudad continuará coordinando con el CDCC para supervisar su implementación, alinear las iniciativas departamentales y

regionales, buscar oportunidades de financiamiento y monitorear el progreso con respecto a los indicadores de desempeño. La Ciudad utilizará un marco de inversión de capital para dirigir recursos a proyectos que promuevan la equidad, apoyen las prioridades comunitarias y fortalezcan la capacidad a largo plazo en zonas históricamente desfavorecidas. La Ciudad también lanzará un programa de mini subvenciones centrado en el clima para otorgar pequeñas subvenciones a organizaciones comunitarias, escuelas, grupos vecinales y pequeñas empresas para implementar proyectos locales de acción climática. Para promover la transparencia y la rendición de cuentas, la Ciudad mantendrá un panel de acción climática de acceso público y, de acuerdo con los requisitos del CPRG, publicará un informe formal sobre el estado del CAP en 2027. Estos próximos pasos contribuyen al objetivo principal del CAP: reducir las emisiones de la región para mejorar la calidad del aire, la salud y las oportunidades económicas, a la vez que se minimiza el estrés económico en la comunidad debido a la implementación del plan.



Capítulos

Resumen Ejecutivo

1. Introducción
2. Participación de las partes interesadas
3. Inventario de emisiones de gases de efecto invernadero
4. Proyecciones de emisiones de gases de efecto invernadero
5. Objetivos de reducción de gases de efecto invernadero
6. Inventario y proyecciones de co-contaminantes
7. Evaluación de la vulnerabilidad climática
8. Acciones climáticas
9. Análisis de comunidades de bajos ingresos y desfavorecidas
10. Intersección con otras fuentes de financiamiento
11. Análisis de la planificación de la fuerza laboral
12. Conclusión y próximos pasos

Apéndices

Los apéndices están disponibles y pueden ser solicitados contactando a Fernando Berjano a través de berjanofl@elpasotexas.gov

Apéndice A: Metodología de Acción Climática para la Reducción de Gases de Efecto Invernadero

Apéndice B: Metodología de Acción Climática para la Reducción de Co-contaminantes

Apéndice C: Evaluación de Vulnerabilidad

Apéndice D: Áreas Censales de Comunidades de Bajos Ingresos y Desfavorecidas

Apéndice E: Intersección con Otras Fuentes de Financiamiento

Apéndice F: Análisis de la Planificación de la Fuerza Laboral

File #: 25-1382, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Community and Human Development, Nickole Rodriguez, (915) 212-1673

AGENDA LANGUAGE:

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

Presentation and discussion on the 50th Year (2024-2025) Consolidated Annual Performance and Evaluation Report (CAPER) for the City of El Paso's U.S. Department of Housing and Urban Development (HUD) entitlement programs: Community Development Block Grant (CDBG), including CDBG-CV (CARES Act) funds, HOME Investment Partnerships Program (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA).

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

DEPARTMENT: Community and Human Development

AGENDA DATE: 11/12/25

PUBLIC HEARING DATE: 11/12/25

CONTACT PERSON NAME: NIckole Rodriguez **PHONE NUMBER:** 915-212-1673

2nd CONTACT PERSON NAME: **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:
Goal 8 – Nurture and promote a healthy, sustainable community

SUBGOAL:
8.1- Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

SUBJECT:

Presentation and discussion on the 50th Year (2024–2025) Consolidated Annual Performance and Evaluation Report (CAPER) for the City of El Paso's U.S. Department of Housing and Urban Development (HUD) entitlement programs: Community Development Block Grant (CDBG), including CDBG-CV (CARES Act) funds, HOME Investment Partnerships Program (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA).

BACKGROUND / DISCUSSION:

The Department of Community and Human Development (DCHD) presents the 50th Year Consolidated Annual Performance and Evaluation Report (CAPER), which summarizes the City's accomplishments and performance during the 2024–2025 program year in implementing activities funded through HUD's entitlement grants.

The CAPER details how federal resources were used to address priorities outlined in the 2020–2025 Consolidated Plan, including affordable housing, public services, and homeless assistance. It also reflects the final use of CDBG-CV (CARES Act) funds to support public service that helped mitigate the impacts of COVID-19 on vulnerable residents and local nonprofits.

The report highlights measurable outcomes achieved in partnership with community agencies and subrecipients, such as households assisted, public facility improvements completed, and individuals served through housing, homelessness

COMMUNITY AND STAKEHOLDER OUTREACH:

The CAPER report will be published on the Department of Community and Human Development's webpage https://www.elpasotexas.gov/community-and-human-development/nofa-forms-and-notices/ on Monday, November 10, 2025, and will be open for public comment until Tuesday, November 25, 2025. The CAPER newspaper ad will be published on the El Paso Times and El Diario de Juarez on Monday, November 10.

PRIOR COUNCIL ACTION:

City Council approved the 2024–2025 Annual Action Plan on June 11, 2024, establishing funding allocations and program activities implemented during the program year covered by this CAPER.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Nickole H. Rodriguez Digitally signed by Nickole Rodriguez Date: 2025.11.04 08:19:55 -07'00'

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

CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)
CITY OF EL PASO, TEXAS
2024-2025

DRAFT

PREPARED BY THE DEPARTMENT OF COMMUNITY AND HUMAN DEVELOPMENT

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Throughout the 2020–2025 Consolidated Plan, the City of El Paso remained committed to improving the quality of life for low- and moderate-income residents through essential public services and facility improvements. Efforts focused on homelessness prevention, access to health and behavioral health care, support for youth and seniors, assistance for individuals with disabilities, park improvements, ADA improvements, food infrastructure, neighborhood infrastructure and minor repairs. Using CDBG, HOME, ESG, HOPWA, HHSP, and ARPA funds, the City and its partners provided vital programs and projects that stabilized households, promoted self-sufficiency, and strengthened the local continuum of care. The following section summarizes progress made during the fifth and final year of the Consolidated Plan and highlights overall accomplishments across the five-year period.

During 2024–2025, the City advanced its goals by supporting a network of programs focused on homelessness prevention, emergency shelter, case management, family services and infrastructure improvements. Through partnerships with local agencies and the coordination of CDBG, HOME, ESG, HHSP, HOPWA, and ARPA resources, the City improved access to critical services and strengthened collaboration across the service system. Initiatives such as El Paso Helps and the HEART pilot enhanced coordination between outreach, health, and housing programs. Overall, the City met its Consolidated Plan commitments and built a more connected, responsive network to support residents' stability and well-being.

The City faced significant challenges during the 2020–2025 Consolidated Plan period due to the lasting impacts of the COVID-19 pandemic and the economic recession that followed. These conditions required the City to adjust its strategic priorities from long-term economic development goals to immediate community stabilization efforts. Resources were redirected to help residents remain housed, fed, and supported with essential services. While this shift temporarily limited progress in some economic development activities, it strengthened the City's capacity to respond to emergencies, improved coordination among partner agencies, and laid the groundwork for a more resilient and adaptive service delivery system moving forward.

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Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
CDBG Program Administration	Adminstration	CDBG: $	Other	Other	1	1	100.00%	1	1	100.00%
Continuum Planning and Administration		CDBG: $ / ESG: $ / Federal, State, Local and Private: $	Other	Other	1	1	100.00%			
DH 1.1 First Time Homebuyer Counseling & Education	Affordable Housing	CDBG: $ / Federal, State, Local and Private: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	600	205	34.17%			

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DH 1.2 Fair Housing Education	Affordable Housing	CDBG: $ / Federal, State, Local and Private: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	83	16.60%			
DH 1.3 HOPWA Support Services	Affordable Housing Public Housing Non-Homeless Special Needs	HOPWA: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	600	396	66.00%	78	89	114.10%
DH 2.1 Housing Rehabilitation Assistance	Affordable Housing	CDBG: $ / HOME: $ / Federal, State, Local and Private: $	Homeowner Housing Rehabilitated	Household Housing Unit	250	427	170.80%	57	61	107.02%
DH 2.2 Rental Housing by Developers	Affordable Housing	HOME: $	Rental units constructed	Household Housing Unit	50	0	0.00%	63	0	0.00%
DH 2.2 Rental Housing by Developers	Affordable Housing	HOME: $	Rental units rehabilitated	Household Housing Unit	25	89	356.00%			

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DH 2.3 Rental Housing by CHDOs	Affordable Housing	HOME: $	Rental units constructed	Household Housing Unit	12	0	0.00%	4	0	0.00%
DH 2.3 Rental Housing by CHDOs	Affordable Housing	HOME: $	Rental units rehabilitated	Household Housing Unit	12	30	250.00%			
DH 3.1 Tenant Based Rental Assistance/ Homeless Pr	Homeless	HOPWA: $ / HOME: $ / ESG: $ / Federal, State, Local and Private: $	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	500	432	86.40%	78	89	114.10%
DH 3.1 Tenant Based Rental Assistance/ Homeless Pr	Homeless	HOPWA: $ / HOME: $ / ESG: $ / Federal, State, Local and Private: $	Homelessness Prevention	Persons Assisted	350	217	62.00%	10	0	0.00%

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DH 3.1 Tenant Based Rental Assistance/ Homeless Pr	Homeless	HOPWA: $ / HOME: $ / ESG: $ / Federal, State, Local and Private: $	Jobs created/retained	Jobs	0	0		0	0	
DH 3.2 Rapid Rehousing	Homeless	HOME: $ / ESG: $ / Federal, State, Local and Private: $	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	125	239	191.20%	28	83	296.43%
DH 3.3 First Time Homebuyer Assistance	Affordable Housing	CDBG: $ / HOME: $	Homeowner Housing Added	Household Housing Unit	0	0				
DH 3.3 First Time Homebuyer Assistance	Affordable Housing	CDBG: $ / HOME: $	Direct Financial Assistance to Homebuyers	Households Assisted	70	5	7.14%			

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EO 1.1 Financial Empowerment	Non-Housing Community Development Financial Empowerment	CDBG: $ / Federal, State, Local and Private: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	396	79.20%			
EO 1.2 Mircoenterprise Technical Assistance	Mircoenterprise Technical Assistance	CDBG: $ / Federal, State, Local and Private: $	Businesses assisted	Businesses Assisted	500	277	55.40%			
ESG Program Adminstration	Adminstration	ESG: $	Other	Other	0	1		1	1	100.00%
HOPWA Program Administration	Adminstration	HOPWA: $	Other	Other	0	1		1	1	100.00%
HOPWA Sponsor Administration	Adminstration	HOPWA: $	Other	Other	0	1		1	1	100.00%
Housing Program Administration	Adminstration	CDBG: $ / HOME: $	Other	Other	0	1		1	1	100.00%

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SL 1.1 Homeless, Emergency Shelter and Housing	Homeless	CDBG: $ / ESG: $ / Federal, State, Local and Private: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	3953				
SL 1.1 Homeless, Emergency Shelter and Housing	Homeless	CDBG: $ / ESG: $ / Federal, State, Local and Private: $	Homeless Person Overnight Shelter	Persons Assisted	7500	12696	169.28%	3280	3146	95.91%
SL 1.1 Homeless, Emergency Shelter and Housing	Homeless	CDBG: $ / ESG: $ / Federal, State, Local and Private: $	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0				

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SL 1.2 Street Outreach	Homeless	ESG: $ / Federal, State, Local and Private: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	5657	565.70%	102	120	117.65%
SL 1.3 Mental and Medical Health Services	Mental and Medical	CDBG: $ / Federal, State, Local and Private: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	6000	9010	150.17%			
SL 1.4 Food Infrastructure and Access	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	7500	0	0.00%			
SL 1.4 Food Infrastructure and Access	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	0	0.00%			

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SL 1.5 Children and Youth Services	Children and Youth	CDBG: $ / Federal, State, Local and Private: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	7500	5999	79.99%	500	476	95.20%
SL 1.6 Seniors & Person with Disabilities Services	Seniors and Disabled	CDBG: $ / Federal, State, Local and Private: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2000	1720	86.00%	70	73	104.29%
SL 1.6 Seniors & Person with Disabilities Services	Seniors and Disabled	CDBG: $ / Federal, State, Local and Private: $	Homeless Person Overnight Shelter	Persons Assisted	0	218				

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SL 2.1 Public Facilties - Homeless Shelters	Homeless	CDBG: $ / Federal, State, Local and Private: $144385	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	0	0.00%	2000	0	0.00%
SL 2.2 Public Facilities- Mobility Infrastructure	Mobility Infrastructure	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	13370	1,337.00%	3635	5100	140.30%
SL 2.3 Public Facilities - Neighborhood	Public Facilities	CDBG: $ / Federal, State, Local and Private: $160691	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50000	22197	44.39%	286	60	20.98%
SL 2.3 Public Facilities - Neighborhood	Public Facilities	CDBG: $ / Federal, State, Local and Private: $160691	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		0	0	

OMB Control No: 2506-0117 (exp. 09/30/2021)

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SL 2.4 Public Facilities - Healthcare	Public Facilities	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5000	6113	122.26%			
SL 2.5 Public Facilities - Mental Health	Public Facilities - Mental Health	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	0	0.00%			
SL 2.6 Public Facilities - Parks and Open Space		CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	60000	84245	140.41%	6255	25135	401.84%
SL 2.7 Public Facilities for Abused/Neg Children	Public Facilities for Abused and Neg Children	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	0	0.00%			
SL 2.8 Public Facilities - Senior Centers	Public Facilities - Senior Centers	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

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Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of El Paso used its CDBG funds to address the highest priorities identified in the Consolidated Plan and Community Needs Assessment, focusing on improving the quality of life for low- and moderate-income residents. CDBG supported programs that helped prevent homelessness, provided food and basic needs assistance, and expanded access to health, youth, and shelter services for individuals and families in need.

Under Public Facilities, three park improvements - Pueblo Viejo Park Improvements, J.P. Shawver Handball Court and Tom Lea Lower Park Dog Run. Pueblo Viejo Park Improvements included the installation of new playground equipment, new canopy over new playground equipment, engineered wood fiber, and the construction of a concrete ramp to provide accessibility to the playground area. J.P. Shawver Handball Court included the installation of a 3-wall handball court and solar lighting. Tom Lea Lower Park Dog Run included the installation of chain link fence, gate for pedestrian access and maintenance access, sidewalk at the entrance of the dog run, drinking fountain pet friendly and new bench with concrete pad. Three ADA projects - Sidewalks along Barney St, Sidewalks along Flower Dr, and Wheelchair Ramps at Lakehurst Rd and Saratoga Dr. Sidewalks along Barney St included the installation of 170 linear feet of sidewalk and curb cuts. Sidewalks along Flower Dr included the installation of 365 linear feet of sidewalk and curb cuts. Wheelchair Ramps at Lakehurst Rd and Saratoga Dr included the installation of ADA ramps at 12 corners along Lakehurst Rd and Saratoga Dr. One Food Infrastructure Improvement - El Pasoans Fighting Hunger Food Bank Teaching Kitchen. El Pasoans Fighting Hunger Food Bank Teaching Kitchen included the installation of permanent commercial and industrial appliances and equipment, upgrades to plumbing, water, electrical, gas, HVAC and venting. One Neighborhood Improvements - PdN Children's Inclusive Learning Center East Campus. PdN Children's Inclusive Learning Center East Campus included the new construction of an inclusive early learning center with eight classrooms that will provide early childcare, and early child education to children with disabilities in an inclusive environment with children who have no disabilities. One Abused/Neglected Children Improvement - EPCGC Renovation and Expansion. EPCGC Renovation and Expansion included counseling rooms, parent child interactive therapy rooms, group counseling rooms, children play area, multi-purpose room, and TAS Compliant Restrooms. These improvements provide novel and improved amenities to residents, and it is another example of how the City has leveraged other projects in the surrounding neighborhoods to amplify what has been carried out under the CDBG program.

Under HOME and CDBG RLF, 11 households were assisted under Single-Family Owner-Occupied Program.

Following the COVID-19 pandemic and the economic challenges that followed, the City prioritized the use of funds to help residents remain stable rather than investing in new economic development projects. This approach ensured that resources reached those most affected by

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financial hardship, rising housing costs, and limited access to essential services. By coordinating CDBG with ESG, HHSP, HOPWA, and ARPA resources, the City strengthened local service delivery and maintained continuity across partner agencies. Overall, the City's use of funds aligned with its goals to protect vulnerable households, improve access to services, and support community recovery. Overall, the City's use of funds aligned with its goals to protect vulnerable households, improve access to services, and support community recovery.

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CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

Describe the clients assisted (including the racial and/or ethnicity of clients assisted with ESG)

	HESG
American Indian, Alaska Native, or Indigenous	0
Asian or Asian American	0
Black, African American, or African	0
Hispanic/Latina/e/o	0
Middle Eastern or North African	0
Native Hawaiian or Pacific Islander	0
White	0
Multiracial	0
Client doesn't know	0
Client prefers not to answer	0
Data not collected	0
Total	**0**

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

During the 2024–2025 program year, the City of El Paso provided assistance to low- and moderate-income households through programs supported by CDBG, HOME, ESG, HOPWA, HHSP, and ARPA funds. The majority of households served identified as Hispanic or Latino, consistent with the overall population of the City of El Paso. Families assisted also included individuals identifying as White, Black or African American, Asian, American Indian or Alaska Native, and Native Hawaiian or Other Pacific Islander, as well as both Hispanic and non-Hispanic households. All programs were implemented in compliance with HUD fair housing and nondiscrimination requirements to ensure that assistance was provided equitably and accessible to all eligible residents regardless of race or ethnicity. Some individuals served identified as “Other” or “Multiracial,” which is not a selectable category within the IDIS reporting table. For accurate reporting and to ensure all beneficiaries were accounted for, these individuals were included under the “White” category. A total of 34 persons identified as “Other/Multiracial,” including 2 individuals served under HOPWA and 32 individuals served under CDBG-funded programs.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	6,715,722	4,729,198.95
HOME	public - federal	4,028,109	162,378.20
HOPWA	public - federal	1,138,193	1,075,367
ESG	public - federal	577,351	577,351
Other	public - federal	4,998,221	

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City Representative District 1			
City Representative District 2			
City Representative District 3			
City Representative District 4			
City Representative District 5			
City Representative District 6			
City Representative District 7			
City Representative District 8			
Citywide	100	100	All projects were city wide
Priority Housing Areas			

Table 4 – Identify the geographic distribution and location of investments

Narrative

Rebuilding Together is a volunteer-driven program dedicated to enhancing the safety, accessibility, and

overall livability of homes for eligible residents in El Paso, specifically focusing on elderly individuals and residents with disabilities. Through this program, volunteers work to create safer and more suitable living environments, which significantly improve the quality of life for those who may face mobility challenges or live on fixed incomes.

Each project is capped at $4,999 per address, ensuring a wide reach within the community. Renovations under the program include critical improvements, such as roof repairs and replacements to prevent leaks and structural damage, as well as bathroom upgrades, such as tub-to-shower conversions, which make bathing safer and easier for residents with limited mobility. Additionally, accessibility modifications, such as the installation of grab bars and ramps, are added to support the independence and safety of residents in their homes.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of El Paso leveraged its federal entitlement programs with state, local, and private resources to address the priorities identified in the Consolidated Plan. CDBG, ESG, HOPWA, HOME, and ARPA funds were coordinated with local general fund contributions and the state-funded Homeless Housing and Services Program (HHSP) to expand essential services and support community stabilization. Partner agencies also contributed private donations, volunteer hours, and in-kind services to enhance program delivery and extend assistance to additional residents.

Neither the HOME nor HHSP programs required a local match in El Paso; however, both were used strategically to complement ESG and CDBG activities. This coordination allowed the City to align funding across programs, sustain critical services, and maintain continuity of care for vulnerable populations. Publicly owned facilities such as parks, ADA infrastructure, food infrastructure and neighborhood facilities were also used to deliver programs and outreach activities. Through these combined efforts, the City maximized the impact of available resources and ensured that federal investments addressed the community's highest priorities.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period $	Amount received during reporting period $	Total amount expended during reporting period $	Amount expended for TBRA $	Balance on hand at end of reporting period $
0	0	0	0	0

Table 7 – Program Income

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Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	**Minority Business Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

	Total	**Women Business Enterprises**	**Male**
Contracts			
Dollar Amount	0	0	0
Number	0	0	0
Sub-Contracts			
Number	0	0	0
Dollar Amount	0	0	0

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	**Minority Property Owners**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

DRAFT

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	**Total**	**Minority Property Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

DRAFT

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	193	61
Number of Non-Homeless households to be provided affordable housing units	136	0
Number of Special-Needs households to be provided affordable housing units	78	116
Total	**407**	**177**

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	283	116
Number of households supported through The Production of New Units	67	0
Number of households supported through Rehab of Existing Units	57	61
Number of households supported through Acquisition of Existing Units	0	0
Total	**407**	**177**

Table 12 – Number of Households Supported

DRAFT

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City's overhaul of the Single Family Owner Occupied Program process, combined with a local shortage of qualified contractors, resulted in 11 projects completed.

The El Paso housing market, characterized by high demand and low supply, led to increased purchase prices. Despite HUD's allowance of a higher purchase price for single-family homes, moderate-income

households, especially first-time homebuyers, were largely excluded due to rising sales prices. Limited available stock within the income guidelines exacerbated this issue. Homes for sale often required repairs, and with multiple offers on a limited supply, sellers preferred as-is offers, making it challenging to support first-time homebuyers, resulting in 0 first-time homebuyers closing on a home.

Discuss how these outcomes will impact future annual action plans.

Anticipated outcomes in future annual action plans will be adjusted to align with modifications to the City's anticipated in the First Time Home Buyer Program and Single Family Owner Occupied programs. The demand for affordable rental units among low-income residents in El Paso exceeds the current supply, and this gap is expected to widen significantly by 2025. The city consistently reevaluates its approach to maximize the impact of HOME funds.

To address the critical need identified in the El Paso Regional Housing Plan, the city commenced the development and rehabilitation of multi-family affordable rental housing in November 2023. This initiative, kickstarted through a Notice of Funding Availability, garnered substantial interest from the local community of affordable housing developers. This collaborative effort will lead to the construction and renovation of 258 affordable rental housing units, marking an unprecedented local investment in affordable housing. It also serves as a model for the strategic deployment of HUD funds to address ongoing affordable housing needs in El Paso.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	24	1
Low-income	24	1
Moderate-income	11	0
Total	**59**	**2**

Table 13 – Number of Households Served

Narrative Information

DRAFT

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

During the 2024–2025 program year, the City of El Paso continued implementing coordinated strategies to reduce and end homelessness through outreach, shelter support, prevention, and housing stabilization efforts. Using CDBG, ESG, HHSP, HOPWA, and ARPA funds, the City partnered with local nonprofit agencies and regional systems of care to expand outreach to individuals and families experiencing homelessness and to maintain access to emergency and supportive housing options throughout the community. Through the El Paso Helps system and coordinated outreach led by the Opportunity Center for the Homeless, Amistad, and the HEART and Mobile Integrated Health teams, unsheltered individuals were engaged where they live and connected to immediate services. These multidisciplinary teams provided assessments, transportation, and referrals to shelter, behavioral health care, and case management, ensuring that persons encountered through street outreach were quickly linked to resources appropriate to their needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City supported emergency shelter operations with ESG, CDBG, ARPA and related services through ESG and HHSP funding. These programs sustained capacity within local shelters to provide safe, low-barrier environments for individuals and families in crisis while supporting case management, intake, and navigation services that help participants stabilize and access longer-term solutions. Transitional housing and rapid rehousing options were coordinated with community partners to maintain a consistent flow from crisis response to permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Prevention efforts focused on assisting households facing eviction or severe cost burdens. The City worked with nonprofit partners to provide rental, utility, and case-management support to extremely low-income residents. Coordination with hospitals, mental-health providers, and correctional facilities helped identify individuals at risk of homelessness upon discharge and connect them to available

resources. The City also worked with agencies providing employment, education, and social services to promote stability and self-sufficiency among vulnerable households

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Through partnerships with several non profits, and several funding sources City promoted rapid rehousing and supportive housing programs that help shorten the time individuals and families experience homelessness. Case management and peer navigation services ensured continued follow-up to prevent returns to homelessness. Special attention was given to chronically homeless individuals, veterans, and youth exiting foster or institutional care, linking them to permanent housing, behavioral-health treatment, and ongoing supports that promote long-term stability.

Overall, the City of El Paso maintained progress toward its Consolidated Plan objectives by strengthening collaboration among service providers, improving access to coordinated entry and outreach systems, and directing resources toward prevention, stabilization, and recovery. These combined efforts contributed to measurable reductions in street homelessness, improved service coordination, and increased pathways to permanent housing across the community.

DRAFT

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

For this reporting period, the City of El Paso continues to provide Consolidated Plan certifications of consistency for HOME projects and proposals and for its Annual/Five-Year Plan submission. HOME has continued the extensive rehabilitation of its properties, as well as the construction of new properties through various local, state, and federal mechanisms.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

HOME promotes resident involvement through the following activities and programs:

- Health fairs
- Flu shots at properties where the majority of residents are elderly
- Homeownership preparation
- Budgeting guidance over the phone
- Family self-sufficiency activities
- Scholarship assistance
- Monthly food distribution for the elderly

Actions taken to provide assistance to troubled PHAs

The City only has one PHA, Housing Opportunities Management Enterprises (HOME) and it is a high performer.

DRAFT

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of El Paso is working to reduce barriers to affordable housing by aligning land use and housing goals across departments. Efforts include reviewing zoning and subdivision standards, streamlining permitting processes, and maintaining fee waivers and incentives for affordable and infill development. The City continues to coordinate with the Housing Authority and regional partners to ensure local policies support fair housing choice and the development of diverse housing options.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of El Paso worked to address obstacles to meeting underserved needs through coordinated outreach, data-driven planning, and expanded partnerships. The El Paso Continuum of Care strengthened its Coordinated Entry system to prioritize households with the greatest needs and promote equitable access to housing and services. Using a Housing First approach, partners reduced barriers to entry and created new pathways from homelessness to stability.

Through initiatives such as El Paso Helps, the City improved coordination among outreach teams, behavioral health providers, and housing programs to better reach people disconnected from services. Data from HMIS, the Point-in-Time Count, and local assessments were used to

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Incorporated as standard practice in all City of El Paso DCHD contracts for the construction or rehabilitation of residential structures, all contractors and subcontractors are required to comply with provisions for the elimination of lead-based paint (LBP) hazards set forth in 24 CFR Part 35. All LBP testing, risk assessments, project designs and clearance testing are done by qualified contractors licensed by the State of Texas. The contractors conduct lead-based inspections using XRF (x-ray fluorescent) spectrum analysis. Their inspection reports include a list of occupants, Lead Inspection Report, Risk Assessment, XRF Lead Results, Laboratory results, Lead Project Design, Instrument calibration results, Lead Sampling Drawing, Certifications for the Lead Firm, the Lead Inspector, the Risk Assessor, Lead Abatement Project Designer, Laboratory, and the Spectrum Analyzer's radiation safety record. Lead Clearance testing is performed after completion of all abatement and/or Interim Control Activities.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of El Paso focused on stabilizing low- and moderate-income households and reducing the

effects of poverty through coordinated public service programs. Using CDBG, ESG, HOPWA, HHSP, and ARPA funds, the City partnered with local nonprofits to provide rental and utility assistance, emergency shelter, and supportive services that helped families maintain housing and access employment and education opportunities.

Through the El Paso Helps system, residents were connected to wraparound supports including case management, workforce readiness, and financial literacy programs. These combined efforts reduced barriers to stability and helped families experiencing economic hardship access the resources needed to achieve long-term self-sufficiency.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of El Paso continued to prioritize the development of an effective and coordinated program delivery system for federally funded activities, particularly through the Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) programs. Dedicated funding was provided to shelters and service providers to strengthen operations, enhance performance, and ensure consistent delivery of services to residents in need.

To address system gaps, the City worked closely with the El Paso Continuum of Care to improve coordination and support the ongoing operation of the Coordinated Entry system. This collaboration ensures that individuals and families experiencing homelessness are efficiently assessed and connected to appropriate housing and services. The use of the Vulnerability Index–Service Prioritization Decision Assistance Tool (VI-SPDAT) continues to help identify those with the highest needs and match them with resources that promote stability and long-term housing success.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Community Needs Assessment (CNA) is the key tool for enhancing coordination among public and private housing and social service agencies in El Paso. It identifies the community's specific needs, fostering collaboration and ensuring effective resource allocation.By involving multiple agencies, the CNA provides a comprehensive understanding of local housing and social service needs, allowing for targeted strategies to fill service gaps and improve responses to homelessness. It also encourages ongoing communication and partnerships among agencies, leading to integrated services for vulnerable populations. Additionally, the El Paso Helps Collaborative enhances the CNA's efforts by uniting organizations to share resources and information, strengthening the city's overall response to housing challenges.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of El Paso continued implementing goals from the 2020 Analysis of Impediments to Fair Housing

Choice, which identified affordability and limited public awareness as the main barriers. The City maintained its Fair Housing website to improve access to information and complaint filing, continued tracking inquiries to monitor trends, and upheld ordinance updates that strengthen fair housing protections. Moving forward, the City will reassess its fair housing strategies while continuing to align with federal fair housing standards and address local affordability challenges.

DRAFT

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of El Paso followed the standards established in its Citizen Participation Plan (CPP), to ensure residents had reasonable notice and opportunity to comment on the CAPER. A public notice announcing the report's availability was published in the El Paso Times and posted on the City's website, initiating a 15-day comment period. The draft CAPER was made available online and at the Department of Community and Human Development for public review. Residents were invited to provide feedback in writing, by email, or in person.

At the conclusion of the Consolidated Plan cycle, the CAPER was presented to City Council during a public hearing to provide additional opportunity for public comment and Council discussion before final submission to HUD. All comments received through the review and hearing process were considered in the final version of the report.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

During the Consolidated Plan period, the City of El Paso adjusted several program objectives to respond to changing community needs and economic conditions. The COVID-19 pandemic and the subsequent rise in housing and living costs prompted a shift from long-term economic development activities to more immediate stabilization efforts, including homelessness prevention, rental assistance, access to essential services, and new or improved infrastructure.

These experiences highlighted the importance of flexibility in program design and stronger coordination among local partners. As a result, the City plans to continue aligning CDBG, HOME, ESG, HOPWA, HHSP, and ARPA resources toward integrated service delivery while gradually reinvesting in neighborhood revitalization and economic opportunity initiatives under the next Consolidated Plan cycle. This balanced approach will allow the City to sustain critical services while advancing long-term community stability.

DRAFT

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

HOME UPCS Inspections – 9/1/2024 to 8/31/2025

200 Seville, October 9, 2024, 1 unit to repair, plumbing, all items corrected

7598 Diana, November 18, 2024, 5 units to repair, electrical, plumbing, structural, misc., all items corrected

3830 Johnson/3330 Lincoln, November 20, 2024, none, passed inspection

3824-3828 Lincoln, November 20, 2024, none, passed inspection

3801 & 3809 Pera, December 3, 2024, 1 unit to repair, misc., item corrected

1001 Magoffin/900 Myrtle, December 5, 2024, none, passed inspection

4531 Blanco, June 9, 2025, none, passed inspection

3501 San Antonio, June 11, 2025, 2 units to repair, misc., all items corrected 06/16/2025

4805 Apollo, July 1, 2025, 1 unit to repair, misc., all items corrected 07/10/2025

6033 Deer, July 11, 2025, none, passed inspection

8911/23 Herbert, July 11, 2025, none, passed inspection

4421 Lawrence I, August 6, 2025, none, passed inspection

4421 Lawrence II, August 6, 2025, none, passed inspection

3722-30 Pera, August 11, 2025, 3 units to repair, plumbing, misc., all items corrected

NSP UPCS Inspections – 9/1/2024 to 8/31/2025

249 Elvin Way, March 10, 2025, 2 units to repair, plumbing, all items corrected 03/19/2025

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

DCHD utilizes the City's Procurement and Strategic Sourcing Department to contract HOME funded projects, when applicable. The City of El Paso's open and public process for issuing Requests for Proposals (RFP) adheres to all City, State and Federal requirements.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

HOME PI was utilized during the performance period. Upon consolidating the 134 Durrill and 401 S Glenwood Single-Family Owner-Occupied projects, the City found that expenses were paid out locally but not drawn down in IDIS. As a result, a total of $47,934.30 in HOME Program Income was drawn for the projects.

Additionally, $1,613,661.16 in HOME Program Income was draw this program year for the construction of housing units. That said, the projects are not completed and will be reported in the upcoming year.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

This policy rewrite comes ahead of the City's new comprehensive housing strategy, which will be developed in the coming months. By updating the LIHTC policy now, we are striking the right balance between immediate action to support affordable housing projects and laying the groundwork for longer-term strategic planning. The new framework ensures that future projects will be evaluated strategically, with a focus on both feasibility and alignment with community priorities.

CR-55 - HOPWA 91.520(e)

Identify the number of individuals assisted and the types of assistance provided

Table for report on the one-year goals for the number of households provided housing through the use of HOPWA activities for: short-term rent, mortgage, and utility assistance payments to prevent homelessness of the individual or family; tenant-based rental assistance; and units provided in housing facilities developed, leased, or operated with HOPWA funds.

Number of Households Served Through:	One-year Goal	Actual
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family	0	0
Tenant-based rental assistance	78	116
Units provided in permanent housing facilities developed, leased, or operated with HOPWA funds	0	0
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	0	0

Table 14 – HOPWA Number of Households Served

Narrative

Table for report on the one-year goals for the number of households provided housing through the use of HOPWA activities for: short-term rent, mortgage, and utility assistance payments to prevent homelessness of the individual or family; tenant-based rental assistance; and units provided in housing facilities developed, leased, or operated with HOPWA funds. Full HOPWA CAPER reports to be submitted to HUD rep.

DRAFT

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	6	0	0	0	0
Total Labor Hours	0	0	0	0	
Total Section 3 Worker Hours	23,953	0	0	0	
Total Targeted Section 3 Worker Hours	720	0	0	0	

Table 15 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0	0	0	0	
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0	0	0	0	
Direct, on-the job training (including apprenticeships).	0	0	0	0	
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0	0	0	0	
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0	0	0	0	
Outreach efforts to identify and secure bids from Section 3 business concerns.	2	0	0	0	
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0	0	0	0	
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0	0	0	0	
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.	0	0	0	0	
Held one or more job fairs.	0	0	0	0	
Provided or connected residents with supportive services that can provide direct services or referrals.	0	0	0	0	
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0	0	0	0	
Assisted residents with finding child care.	0	0	0	0	
Assisted residents to apply for, or attend community college or a four year educational institution.	0	0	0	0	
Assisted residents to apply for, or attend vocational/technical training.	0	0	0	0	
Assisted residents to obtain financial literacy training and/or coaching.	0	0	0	0	
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0	0	0	0	
Provided or connected residents with training on computer use or online technologies.	0	0	0	0	
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0	0	0	0	
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0	0	0	0	

Other.	4	0	0	0	

Table 16 – Qualitative Efforts - Number of Activities by Program

Narrative

During the fifth reporting period of the 5-year Consolidated Plan, the City utilized programs which promote the award of contracts to business concerns that meet the definition of Section 3 business, recruited Section 3 residents through advertising, and monitored applicable contracts to ensure compliance with Section 3 requirements.

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CDBG Attachments

1. Project Completed

2a. Financial Summary | PR 26 (CDBG)

2b. Financial Summary | PR 26 (CDBG-CV)

3. Public Notices

4. Targeted Districts

5. Public Comment

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	0.00
02 ENTITLEMENT GRANT	6,315,722.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	377,134.47
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	6,692,856.47
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	8,029,749.10
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	8,029,749.10
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	1,236,514.93
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	9,266,264.03
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	(2,573,407.56)
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	8,029,749.10
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	8,029,749.10
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	1,145,414.51
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	(223,789.99)
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	921,624.52
32 ENTITLEMENT GRANT	6,315,722.00
33 PRIOR YEAR PROGRAM INCOME	349,024.35
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	6,664,746.35
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	13.83%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	1,236,514.93
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	688,759.08
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	(586,702.72)
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	1,338,571.29
42 ENTITLEMENT GRANT	6,315,722.00
43 CURRENT YEAR PROGRAM INCOME	377,134.47
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	6,692,856.47
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	20.00%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2023	10	5362	6974048	1208 Myrtle Emergency Shelter Renovation	03C	LMC	$174,040.00
2023	10	5362	6982785	1208 Myrtle Emergency Shelter Renovation	03C	LMC	$282,950.09
2023	10	5362	6995277	1208 Myrtle Emergency Shelter Renovation	03C	LMC	$139,366.71
2023	10	5362	7005794	1208 Myrtle Emergency Shelter Renovation	03C	LMC	$128,311.90
2023	10	5362	7015726	1208 Myrtle Emergency Shelter Renovation	03C	LMC	$133,641.25
2023	10	5362	7025527	1208 Myrtle Emergency Shelter Renovation	03C	LMC	$160,949.28
2023	10	5362	7037562	1208 Myrtle Emergency Shelter Renovation	03C	LMC	$85,246.20
2023	10	5362	7056733	1208 Myrtle Emergency Shelter Renovation	03C	LMC	$94,730.04
					03C	Matrix Code	$1,199,235.47
2020	14	5164	6953542	El Pasoans Fighting Hunger - Teaching Kitchen	03E	LMC	$251,970.09
2020	14	5164	6964310	El Pasoans Fighting Hunger - Teaching Kitchen	03E	LMC	$207,001.04
2020	14	5164	6995269	El Pasoans Fighting Hunger - Teaching Kitchen	03E	LMC	$99,662.85
2021	12	5261	6953547	YWCA - Joyce Jaynes Branch Renovation	03E	LMA	$22,036.87
2021	12	5261	6964312	YWCA - Joyce Jaynes Branch Renovation	03E	LMA	$81,154.00
2022	11	5357	6953549	HOME Alamito STREAM Center	03E	LMA	$499,449.60
2022	11	5357	6953570	HOME Alamito STREAM Center	03E	LMA	$149,745.66
2022	11	5357	6974044	HOME Alamito STREAM Center	03E	LMA	$555,726.22
2022	11	5357	6982782	HOME Alamito STREAM Center	03E	LMA	$216,840.72
2022	11	5357	7015724	HOME Alamito STREAM Center	03E	LMA	$404,961.21
					03E	Matrix Code	$2,488,548.26
2020	16	5165	6953542	Pueblo Viejo Park Improvements	03F	LMA	$504.00
2020	16	5165	7006010	Pueblo Viejo Park Improvements	03F	LMA	$6,660.00
2020	16	5201	6953542	JP Shawver Park Handball Court	03F	LMA	$67.50
2020	16	5201	7006010	JP Shawver Park Handball Court	03F	LMA	$17,560.50
2021	15	5235	6953547	Tom Lea Lower Park Dog Run	03F	LMA	$22,342.63
2021	15	5235	7005784	Tom Lea Lower Park Dog Run	03F	LMA	$734.07
2021	15	5235	7015721	Tom Lea Lower Park Dog Run	03F	LMA	$24,682.87
2021	15	5235	7066228	Tom Lea Lower Park Dog Run	03F	LMA	$30,559.55
2022	13	5314	7005788	Wainwright Park Improvements	03F	LMA	$7,042.36
2022	13	5314	7066225	Wainwright Park Improvements	03F	LMA	$6,854.16
					03F	Matrix Code	$117,007.64
2018	14	4944	6953538	Trowbridge Drive Improvements	03K	LMA	$1,801.72
2018	14	4944	7005771	Trowbridge Drive Improvements	03K	LMA	$2,471.80
2018	14	4944	7025524	Trowbridge Drive Improvements	03K	LMA	$73,939.12
2018	14	4945	6953538	Fort Blvd Improvements	03K	LMA	$706.50
2021	11	5236	6953567	Wheelchair Ramps at Lakehurst Rd and Saratoga Dr	03K	LMC	$33,012.78
2021	11	5236	6974028	Wheelchair Ramps at Lakehurst Rd and Saratoga Dr	03K	LMC	$38,139.10
2021	11	5236	6982779	Wheelchair Ramps at Lakehurst Rd and Saratoga Dr	03K	LMC	$17,765.62
2021	11	5236	7066228	Wheelchair Ramps at Lakehurst Rd and Saratoga Dr	03K	LMC	$14,500.00
					03K	Matrix Code	$182,336.64
2021	11	5237	7005784	Sidewalks Along Flower Drive	03L	LMA	$1,559.70
2021	11	5238	7005784	Sidewalks Along Barney Street	03L	LMA	$2,692.20
2021	11	5238	7066228	Sidewalks Along Barney Street	03L	LMA	$197.62
2022	10	5358	7005788	Sidewalks along Byron St	03L	LMA	$3,216.67
2022	10	5358	7066225	Sidewalks along Byron St	03L	LMA	$47,669.50
2022	10	5359	7005788	Wheelchair Ramps along Wadsworth Ave	03L	LMC	$4,084.26
2022	10	5359	7066225	Wheelchair Ramps along Wadsworth Ave	03L	LMC	$22,665.92
					03L	Matrix Code	$82,0[illegible]
2021	25	5259	7005784	EPCGC Renovation and Expansion	03P	LMC	$31,[illegible]

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2023	12	5361	6969578	Medical Space Renovation	03P	LMC	$37,381.50
2023	12	5361	6969593	Medical Space Renovation	03P	LMC	$264,427.58
2023	12	5361	6969603	Medical Space Renovation	03P	LMC	$57,294.90
2023	12	5361	6980244	Medical Space Renovation	03P	LMC	$163,488.33
2023	12	5361	6980248	Medical Space Renovation	03P	LMC	$97,719.70
2023	12	5361	6990687	Medical Space Renovation	03P	LMC	$157,304.20
					03P	Matrix Code	$809,365.41
2023	7	5316	6953574	El Paso Human Services - Youth Homeless Shelter	03T	LMC	$5,600.96
2023	7	5316	6964314	El Paso Human Services - Youth Homeless Shelter	03T	LMC	$5,447.72
2023	7	5324	6953563	Opportunity Center for the Homeless - Resource Center and Emergency Shelter	03T	LMC	$96,420.09
2023	7	5324	6953574	Opportunity Center for the Homeless - Resource Center and Emergency Shelter	03T	LMC	$17,824.32
2024	10	5375	6982787	El Paso Human Services Youth Homeless Shelter	03T	LMC	$7,421.54
2024	10	5375	6995296	El Paso Human Services Youth Homeless Shelter	03T	LMC	$7,612.09
2024	10	5375	7005801	El Paso Human Services Youth Homeless Shelter	03T	LMC	$15,920.12
2024	10	5375	7015740	El Paso Human Services Youth Homeless Shelter	03T	LMC	$8,373.74
2024	10	5375	7025529	El Paso Human Services Youth Homeless Shelter	03T	LMC	$8,004.14
2024	10	5375	7038184	El Paso Human Services Youth Homeless Shelter	03T	LMC	$8,336.78
2024	10	5375	7046237	El Paso Human Services Youth Homeless Shelter	03T	LMC	$8,286.62
2024	10	5375	7056738	El Paso Human Services Youth Homeless Shelter	03T	LMC	$18,522.68
2024	10	5375	7079365	El Paso Human Services Youth Homeless Shelter	03T	LMC	$17,522.29
2024	10	5377	6982787	Opportunity Center - Resource Center & Emergency Shelter	03T	LMC	$83,064.80
2024	10	5377	6995296	Opportunity Center - Resource Center & Emergency Shelter	03T	LMC	$46,888.80
2024	10	5377	7015740	Opportunity Center - Resource Center & Emergency Shelter	03T	LMC	$131,378.25
2024	10	5377	7025529	Opportunity Center - Resource Center & Emergency Shelter	03T	LMC	$53,378.60
2024	10	5377	7046237	Opportunity Center - Resource Center & Emergency Shelter	03T	LMC	$54,383.06
2024	10	5377	7056738	Opportunity Center - Resource Center & Emergency Shelter	03T	LMC	$55,322.19
2024	10	5377	7066230	Opportunity Center - Resource Center & Emergency Shelter	03T	LMC	$32,942.60
					03T	Matrix Code	$682,651.39
2023	9	5319	6953563	Project Amistad - Money Management Program	05A	LMC	$15,688.46
2023	9	5319	6953574	Project Amistad - Money Management Program	05A	LMC	$17,443.58
2023	9	5319	6964314	Project Amistad - Money Management Program	05A	LMC	$13,996.87
2024	12	5386	6982787	Project Amistad - Money Management Program	05A	LMC	$9,170.78
2024	12	5386	6995296	Project Amistad - Money Management Program	05A	LMC	$12,690.22
2024	12	5386	7005801	Project Amistad - Money Management Program	05A	LMC	$29,376.63
2024	12	5386	7015740	Project Amistad - Money Management Program	05A	LMC	$21,038.27
2024	12	5386	7038184	Project Amistad - Money Management Program	05A	LMC	$29,521.67
2024	12	5386	7046237	Project Amistad - Money Management Program	05A	LMC	$14,912.20
2024	12	5386	7056738	Project Amistad - Money Management Program	05A	LMC	$14,634.60
2024	12	5386	7066230	Project Amistad - Money Management Program	05A	LMC	$15,440.22
2024	12	5386	7079365	Project Amistad - Money Management Program	05A	LMC	$17,481.63
					05A	Matrix Code	$211,395.13
2024	11	5387	7005801	Candlelighters of El Paso - Living Everyday Program	05D	LMC	$24,236.01
2024	11	5387	7015740	Candlelighters of El Paso - Living Everyday Program	05D	LMC	$3,834.00
2024	11	5387	7038184	Candlelighters of El Paso - Living Everyday Program	05D	LMC	$12,949.15
2024	11	5387	7046237	Candlelighters of El Paso - Living Everyday Program	05D	LMC	$12,730.43
2024	11	5387	7056738	Candlelighters of El Paso - Living Everyday Program	05D	LMC	$7,988.53
2024	11	5387	7066230	Candlelighters of El Paso - Living Everyday Program	05D	LMC	$9,570.01
2024	11	5387	7079365	Candlelighters of El Paso - Living Everyday Program	05D	LMC	$28,691.87
					05D	Matrix Code	$100,000.00
2023	8	5320	6953563	Child Crisis Center of El Paso - Respite and Urgent Residential Care for Children	05L	LMC	$13,567.30
2023	8	5320	6953574	Child Crisis Center of El Paso - Respite and Urgent Residential Care for Children	05L	LMC	$13,901.75
2023	8	5320	6964314	Child Crisis Center of El Paso - Respite and Urgent Residential Care for Children	05L	LMC	$13,295.37
					05L	Matrix Code	$40,764.42
2023	8	5318	6953563	CASA of El Paso - Court Appointed Special Advocates	05N	LMC	$10,564.09
2023	8	5318	6953574	CASA of El Paso - Court Appointed Special Advocates	05N	LMC	$39.48
2024	11	5384	6982787	CASA of El Paso - Court Appointed Special Advocates	05N	LMC	$6,774.80
2024	11	5384	6995296	CASA of El Paso - Court Appointed Special Advocates	05N	LMC	$16,362.64
2024	11	5384	7015740	CASA of El Paso - Court Appointed Special Advocates	05N	LMC	$16,314.68
2024	11	5384	7025529	CASA of El Paso - Court Appointed Special Advocates	05N	LMC	$8,181.32
2024	11	5384	7038184	CASA of El Paso - Court Appointed Special Advocates	05N	LMC	$17,018.56
2024	11	5384	7056738	CASA of El Paso - Court Appointed Special Advocates	05N	LMC	$17,674.48
2024	11	5384	7066230	CASA of El Paso - Court Appointed Special Advocates	05N	LMC	$8,837.24
2024	11	5384	7079365	CASA of El Paso - Court Appointed Special Advocates	05N	LMC	$8,836.28
					05N	Matrix Code	$110,603.57
2022	2	5334	6950666	SFOO 7120 Tangerine Lane- Rehab	14A	LMH	$120,925.00
2022	2	5336	6950668	MR-261 S CLARK DR- AA	14A	LMH	$1,745.00
2022	2	5369	6950667	DI-10537 CUESTA BRAVA DR.-MR	14A	LMH	$16,150.00
2022	2	5393	6983083	MR-8419 Signal Peak Pl.-DI	14A	LMH	$6,402.20
2022	2	5393	6995260	MR-8419 Signal Peak Pl.-DI	14A	LMH	$12,8
2022	2	5393	7005751	MR-8419 Signal Peak Pl.-DI	14A	LMH	$2,1

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2022	2	5393	7015714	MR-8419 Signal Peak Pl.-DI	14A	LMH	$1,475.00
2023	2	5329	6953563	Rebuilding Together El Paso (city-wide)	14A	LMH	$40,872.97
2023	2	5329	6953574	Rebuilding Together El Paso (city-wide)	14A	LMH	$17,125.80
2023	2	5368	6983084	MR-4801 Debeers Dr-DI	14A	LMH	$12,460.00
2023	2	5373	6983082	DI-817 W. Missouri Ave.-MR	14A	LMH	$54,530.50
2023	2	5396	6995260	MR-332 Vivian Dr - LLG	14A	LMH	$14,048.00
2023	2	5396	7005751	MR-332 Vivian Dr - LLG	14A	LMH	$1,560.88
2023	2	5413	7025496	MR-11141 Nautical Dr - LLG	14A	LMH	$16,512.26
2023	2	5413	7046246	MR-11141 Nautical Dr - LLG	14A	LMH	$1,834.69
2024	17	5381	6982787	Rebuilding Together El Paso (city-wide)	14A	LMH	$3,976.33
2024	17	5381	6995296	Rebuilding Together El Paso (city-wide)	14A	LMH	$37,268.18
2024	17	5381	7005801	Rebuilding Together El Paso (city-wide)	14A	LMH	$26,127.60
2024	17	5381	7025529	Rebuilding Together El Paso (city-wide)	14A	LMH	$30,352.45
2024	17	5381	7038184	Rebuilding Together El Paso (city-wide)	14A	LMH	$21,182.00
2024	17	5381	7046237	Rebuilding Together El Paso (city-wide)	14A	LMH	$46,516.82
2024	17	5381	7056738	Rebuilding Together El Paso (city-wide)	14A	LMH	$15,788.11
2024	17	5381	7066230	Rebuilding Together El Paso (city-wide)	14A	LMH	$13,118.62
2024	17	5381	7079365	Rebuilding Together El Paso (city-wide)	14A	LMH	$5,669.89
2024	17	5392	6995260	MR-260 S Clark St.-DI	14A	LMH	$19,679.64
2024	17	5392	7005751	MR-260 S Clark St.-DI	14A	LMH	$2,186.62
2024	17	5392	7025496	MR-260 S Clark St.-DI	14A	LMH	$1,800.00
2024	17	5416	7046246	MR-865 Mondel Pine Pl-LLG	14A	LMH	$13,757.18
2024	17	5416	7056742	MR-865 Mondel Pine Pl-LLG	14A	LMH	$1,528.57
					14A	Matrix Code	$559,532.79
2023	11	5360	6982785	Salazar Apartments	14C	LMH	$1,410,149.29
2023	11	5360	7005794	Salazar Apartments	14C	LMH	$36,073.22
					14C	Matrix Code	$1,446,222.51
Total							$8,029,749.10

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	**Activity to prevent, prepare for, and respond to Coronavirus**	Activity Name	**Grant Number**	**Fund Type**	Matrix Code	National Objective	**Drawn Amount**
2023	7	5316	6953574	No	El Paso Human Services - Youth Homeless Shelter	B23MC480015	EN	03T	LMC	$5,600.96
2023	7	5316	6964314	No	El Paso Human Services - Youth Homeless Shelter	B23MC480015	EN	03T	LMC	$5,447.72
2023	7	5324	6953563	No	Opportunity Center for the Homeless - Resource Center and Emergency Shelter	B23MC480015	EN	03T	LMC	$96,420.09
2023	7	5324	6953574	No	Opportunity Center for the Homeless - Resource Center and Emergency Shelter	B23MC480015	EN	03T	LMC	$17,824.32
2024	10	5375	6982787	No	El Paso Human Services Youth Homeless Shelter	B24MC480015	EN	03T	LMC	$7,421.54
2024	10	5375	6995296	No	El Paso Human Services Youth Homeless Shelter	B24MC480015	EN	03T	LMC	$7,612.09
2024	10	5375	7005801	No	El Paso Human Services Youth Homeless Shelter	B24MC480015	EN	03T	LMC	$15,920.12
2024	10	5375	7015740	No	El Paso Human Services Youth Homeless Shelter	B24MC480015	EN	03T	LMC	$8,373.74
2024	10	5375	7025529	No	El Paso Human Services Youth Homeless Shelter	B24MC480015	EN	03T	LMC	$8,004.14
2024	10	5375	7038184	No	El Paso Human Services Youth Homeless Shelter	B24MC480015	EN	03T	LMC	$8,336.78
2024	10	5375	7046237	No	El Paso Human Services Youth Homeless Shelter	B24MC480015	EN	03T	LMC	$8,286.62
2024	10	5375	7056738	No	El Paso Human Services Youth Homeless Shelter	B24MC480015	EN	03T	LMC	$18,522.68
2024	10	5375	7079365	No	El Paso Human Services Youth Homeless Shelter	B24MC480015	EN	03T	LMC	$17,522.29
2024	10	5377	6982787	No	Opportunity Center - Resource Center & Emergency Shelter	B24MC480015	EN	03T	LMC	$83,064.80
2024	10	5377	6995296	No	Opportunity Center - Resource Center & Emergency Shelter	B24MC480015	EN	03T	LMC	$46,888.80
2024	10	5377	7015740	No	Opportunity Center - Resource Center & Emergency Shelter	B24MC480015	EN	03T	LMC	$131,378.25
2024	10	5377	7025529	No	Opportunity Center - Resource Center & Emergency Shelter	B24MC480015	EN	03T	LMC	$53,378.60
2024	10	5377	7046237	No	Opportunity Center - Resource Center & Emergency Shelter	B24MC480015	EN	03T	LMC	$54,383.06
2024	10	5377	7056738	No	Opportunity Center - Resource Center & Emergency Shelter	B24MC480015	EN	03T	LMC	$55,322.19
2024	10	5377	7066230	No	Opportunity Center - Resource Center & Emergency Shelter	B24MC480015	EN	03T	LMC	$32,942.60
								03T	Matrix Code	$682,651.39
2023	9	5319	6953563	No	Project Amistad - Money Management Program	B23MC480015	EN	05A	LMC	$15,688.46
2023	9	5319	6953574	No	Project Amistad - Money Management Program	B23MC480015	EN	05A	LMC	$17,443.58
2023	9	5319	6964314	No	Project Amistad - Money Management Program	B23MC480015	EN	05A	LMC	$13,996.87
2024	12	5386	6982787	No	Project Amistad - Money Management Program	B24MC480015	EN	05A	LMC	$9,170.78
2024	12	5386	6995296	No	Project Amistad - Money Management Program	B24MC480015	EN	05A	LMC	$12,690.22
2024	12	5386	7005801	No	Project Amistad - Money Management Program	B24MC480015	EN	05A	LMC	$29,376.63
2024	12	5386	7015740	No	Project Amistad - Money Management Program	B24MC480015	EN	05A	LMC	$21,038.27
2024	12	5386	7038184	No	Project Amistad - Money Management Program	B24MC480015	EN	05A	LMC	$29,521.67
2024	12	5386	7046237	No	Project Amistad - Money Management Program	B24MC480015	EN	05A	LMC	$14,912.20
2024	12	5386	7056738	No	Project Amistad - Money Management Program	B24MC480015	EN	05A	LMC	$14,6[illegible]
2024	12	5386	7066230	No	Project Amistad - Money Management Program	B24MC480015	EN	05A	LMC	$15,[illegible]

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2024	12	5386	7079365	No	Project Amistad - Money Management Program	B24MC480015	EN	05A	LMC	$17,481.63
								05A	Matrix Code	$211,395.13
2024	11	5387	7005801	No	Candlelighters of El Paso - Living Everyday Program	B24MC480015	EN	05D	LMC	$24,236.01
2024	11	5387	7015740	No	Candlelighters of El Paso - Living Everyday Program	B24MC480015	EN	05D	LMC	$3,834.00
2024	11	5387	7038184	No	Candlelighters of El Paso - Living Everyday Program	B24MC480015	EN	05D	LMC	$12,949.15
2024	11	5387	7046237	No	Candlelighters of El Paso - Living Everyday Program	B24MC480015	EN	05D	LMC	$12,730.43
2024	11	5387	7056738	No	Candlelighters of El Paso - Living Everyday Program	B24MC480015	EN	05D	LMC	$7,988.53
2024	11	5387	7066230	No	Candlelighters of El Paso - Living Everyday Program	B24MC480015	EN	05D	LMC	$9,570.01
2024	11	5387	7079365	No	Candlelighters of El Paso - Living Everyday Program	B24MC480015	EN	05D	LMC	$28,691.87
								05D	Matrix Code	$100,000.00
2023	8	5320	6953563	No	Child Crisis Center of El Paso - Respite and Urgent Residential Care for Children	B23MC480015	EN	05L	LMC	$13,567.30
2023	8	5320	6953574	No	Child Crisis Center of El Paso - Respite and Urgent Residential Care for Children	B23MC480015	EN	05L	LMC	$13,901.75
2023	8	5320	6964314	No	Child Crisis Center of El Paso - Respite and Urgent Residential Care for Children	B23MC480015	EN	05L	LMC	$13,295.37
								05L	Matrix Code	$40,764.42
2023	8	5318	6953563	No	CASA of El Paso - Court Appointed Special Advocates	B23MC480015	EN	05N	LMC	$10,564.09
2023	8	5318	6953574	No	CASA of El Paso - Court Appointed Special Advocates	B23MC480015	EN	05N	LMC	$39.48
2024	11	5384	6982787	No	CASA of El Paso - Court Appointed Special Advocates	B24MC480015	EN	05N	LMC	$6,774.80
2024	11	5384	6995296	No	CASA of El Paso - Court Appointed Special Advocates	B24MC480015	EN	05N	LMC	$16,362.64
2024	11	5384	7015740	No	CASA of El Paso - Court Appointed Special Advocates	B24MC480015	EN	05N	LMC	$16,314.68
2024	11	5384	7025529	No	CASA of El Paso - Court Appointed Special Advocates	B24MC480015	EN	05N	LMC	$8,181.32
2024	11	5384	7038184	No	CASA of El Paso - Court Appointed Special Advocates	B24MC480015	EN	05N	LMC	$17,018.56
2024	11	5384	7056738	No	CASA of El Paso - Court Appointed Special Advocates	B24MC480015	EN	05N	LMC	$17,674.48
2024	11	5384	7066230	No	CASA of El Paso - Court Appointed Special Advocates	B24MC480015	EN	05N	LMC	$8,837.24
2024	11	5384	7079365	No	CASA of El Paso - Court Appointed Special Advocates	B24MC480015	EN	05N	LMC	$8,836.28
								05N	Matrix Code	$110,603.57
				No	Activity to prevent, prepare for, and respond to Coronavirus					$1,145,414.51
Total										$1,145,414.51

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	19	5176	6948619	PY20/FY21 CDBG Administration	21A		$58,126.27
2020	21	5289	6980883	FY21 CDBG-RL ADMIN (PY20/FY21) RL	21A		$85,673.48
2022	15	5331	6955686	PY22/FY23 CDBG Administration (48th)	21A		$102,243.78
2022	15	5331	7017521	PY22/FY23 CDBG Administration (48th)	21A		$322,429.34
2023	13	5344	7017500	PY23/FY24 CDBG Administration (49th)	21A		$303,599.25
2024	13	5412	7017530	PY24/FY25 CDBG Administration (50th)	21A		$293,579.41
					21A	Matrix Code	$1,165,651.53
2022	15	5355	7017519	PY22/FY23 CDBG Administration - Indirect Costs (48th)	21B		$18,229.85
2023	13	5345	7017498	PY23/FY24 CDBG Administration - Indirect Costs (49th)	21B		$25,459.81
2024	13	5411	7017529	PY24/FY25 CDBG Administration - Indirect Costs (50th)	21B		$27,173.74
					21B	Matrix Code	$70,863.40
Total							$1,236,514.93

PART I: SUMMARY OF CDBG-CV RESOURCES	
01 CDBG-CV GRANT	7,878,708.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL CDBG-CV FUNDS AWARDED	7,878,708.00
PART II: SUMMARY OF CDBG-CV EXPENDITURES	
05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	7,476,037.41
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	402,670.59
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	7,878,708.00
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	0.00
PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT	
10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	7,476,037.41
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	7,476,037.41
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	7,476,037.41
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%
PART IV: PUBLIC SERVICE (PS) CALCULATIONS	
16 DISBURSED IN IDIS FOR PUBLIC SERVICES	7,476,037.41
17 CDBG-CV GRANT	7,878,708.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	94.89%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	402,670.59
20 CDBG-CV GRANT	7,878,708.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	5.11%

LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

No data returned for this view. This might be because the applied filter excludes all data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

No data returned for this view. This might be because the applied filter excludes all data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	13	5395	7008716	Opportunity Center- Welcome Center Covid 19	03T	LMC	$121,075.86
			7015713	Opportunity Center- Welcome Center Covid 19	03T	LMC	$52,684.77
			7039156	Opportunity Center- Welcome Center Covid 19	03T	LMC	$175,041.78
	25	5182	6549437	El Paso Public Libraries - Wi-Fi Accessibility Program	05Z	LMC	$12,500.00
			6667504	El Paso Public Libraries - Wi-Fi Accessibility Program	05Z	LMC	$12,500.00
			6770721	El Paso Public Libraries - Wi-Fi Accessibility Program	05Z	LMC	$12,500.00
2020	23	5252	6615506	Endeavors - Transportation for Homeless Individuals and Families	03T	LMC	$113,188.14
			6728174	Endeavors - Transportation for Homeless Individuals and Families	03T	LMC	$236,811.86
	25	5111	6435779	CASA of El Paso - COVID-19 Court Appointed Special Advocates	05D	LMC	$8,332.80
			6474964	CASA of El Paso - COVID-19 Court Appointed Special Advocates	05D	LMC	$12,499.60
			6496990	CASA of El Paso - COVID-19 Court Appointed Special Advocates	05D	LMC	$8,300.69
			6529394	CASA of El Paso - COVID-19 Court Appointed Special Advocates	05D	LMC	$4,199.71
			6543969	CASA of El Paso - COVID-19 Court Appointed Special Advocates	05D	LMC	$12,760.46
			6615506	CASA of El Paso - COVID-19 Court Appointed Special Advocates	05D	LMC	$3,906.74
		5112	6474964	YWCA - COVID-19 Childcare Program	05L	LMC	$18,293.44
			6496990	YWCA - COVID-19 Childcare Program	05L	LMC	$31,594.21
			6516253	YWCA - COVID-19 Childcare Program	05L	LMC	$37,808.89
			6529394	YWCA - COVID-19 Childcare Program	05L	LMC	$33,949.69
			6534890	YWCA - COVID-19 Childcare Program	05L	LMC	$35,954.46
			6543969	YWCA - COVID-19 Childcare Program	05L	LMC	$51,669.52
			6615506	YWCA - COVID-19 Childcare Program	05L	LMC	$25,729.79
	26	5109	6435779	El Paso Child Guidance Center - COVID-19 Mental Health Services	05O	LMC	$4,122.17
			6474964	El Paso Child Guidance Center - COVID-19 Mental Health Services	05O	LMC	$13,282.12
			6496990	El Paso Child Guidance Center - COVID-19 Mental Health Services	05O	LMC	$4,285.37
			6529394	El Paso Child Guidance Center - COVID-19 Mental Health Services	05O	LMC	$8,477.16
			6543969	El Paso Child Guidance Center - COVID-19 Mental Health Services	05O	LMC	$9,863.15
			6615506	El Paso Child Guidance Center - COVID-19 Mental Health Services	05O	LMC	$6,482.03
	27	5110	6435779	CASFV - COVID-19 Response for Domestic Violence Victims	05G	LMC	$11,669.85
			6474964	CASFV - COVID-19 Response for Domestic Violence Victims	05G	LMC	$14,473.40
			6496990	CASFV - COVID-19 Response for Domestic Violence Victims	05G	LMC	$6,613.70
			6516253	CASFV - COVID-19 Response for Domestic Violence Victims	05G	LMC	$6,627.66
			6529394	CASFV - COVID-19 Response for Domestic Violence Victims	05G	LMC	$12,961.51
			6534890	CASFV - COVID-19 Response for Domestic Violence Victims	05G	LMC	$24,095.66
			6676338	CASFV - COVID-19 Response for Domestic Violence Victims	05G	LMC	$28,110.93
		5122	6435779	Project BRAVO - COVID-19 Emergency Housing Payment Assistance Program	05Q	LMC	$32,268.70
			6474964	Project BRAVO - COVID-19 Emergency Housing Payment Assistance Program	05Q	LMC	$166,21

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	27	5122	6496990	Project BRAVO - COVID-19 Emergency Housing Payment Assistance Program	05Q	LMC	$190,028.49
			6516253	Project BRAVO - COVID-19 Emergency Housing Payment Assistance Program	05Q	LMC	$94,620.00
			6529394	Project BRAVO - COVID-19 Emergency Housing Payment Assistance Program	05Q	LMC	$16,863.31
		5188	6529394	Paso Del Norte - COVID-19 Rental Assistance Program	05Q	LMC	$1,000,000.00
		5204	6543969	Endeavors - Inspira Hotel Emergency Shelter Program	03T	LMC	$1,246,896.06
			6615506	Endeavors - Inspira Hotel Emergency Shelter Program	03T	LMC	$153,086.85
			6667504	Endeavors - Inspira Hotel Emergency Shelter Program	03T	LMC	$507,250.64
			6703789	Endeavors - Inspira Hotel Emergency Shelter Program	03T	LMC	$1,405,698.61
			6770721	Endeavors - Inspira Hotel Emergency Shelter Program	03T	LMC	$203,434.25
		5251	6615506	Endeavors Veterans TBRA	03T	LMC	$59,870.47
			6633612	Endeavors Veterans TBRA	03T	LMC	$23,264.59
			6703789	Endeavors Veterans TBRA	03T	LMC	$1,864.94
		5257	6615506	Project Amistad - Case Management for Persons Experiencing Homelessness	03T	LMC	$45,125.91
			6633612	Project Amistad - Case Management for Persons Experiencing Homelessness	03T	LMC	$62,403.16
			6667504	Project Amistad - Case Management for Persons Experiencing Homelessness	03T	LMC	$23,601.22
			6703789	Project Amistad - Case Management for Persons Experiencing Homelessness	03T	LMC	$27,524.21
			6770721	Project Amistad - Case Management for Persons Experiencing Homelessness	03T	LMC	$9,916.22
			6839430	Project Amistad - Case Management for Persons Experiencing Homelessness	03T	LMC	$86,258.57
		5277	6770721	El Paso Center for Children, Youth Homeless Outreach and Case Management	03T	LMC	$40,414.63
			6839430	El Paso Center for Children, Youth Homeless Outreach and Case Management	03T	LMC	$116,022.70
			6847304	El Paso Center for Children, Youth Homeless Outreach and Case Management	03T	LMC	$48,129.56
			6856776	El Paso Center for Children, Youth Homeless Outreach and Case Management	03T	LMC	$42,907.70
	29	5121	6435779	El Pasoans Fighting Hunger - COVID-19 Response Program	05W	LMC	$350,000.00
			6591109	El Pasoans Fighting Hunger - COVID-19 Response Program	05W	LMC	$350,000.00
Total							**$7,476,037.41**

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	13	5395	7008716	Opportunity Center- Welcome Center Covid 19	03T	LMC	$121,075.86
			7015713	Opportunity Center- Welcome Center Covid 19	03T	LMC	$52,684.77
			7039156	Opportunity Center- Welcome Center Covid 19	03T	LMC	$175,041.78
	25	5182	6549437	El Paso Public Libraries - Wi-Fi Accessibility Program	05Z	LMC	$12,500.00
			6667504	El Paso Public Libraries - Wi-Fi Accessibility Program	05Z	LMC	$12,500.00
			6770721	El Paso Public Libraries - Wi-Fi Accessibility Program	05Z	LMC	$12,500.00
2020	23	5252	6615506	Endeavors - Transportation for Homeless Individuals and Families	03T	LMC	$113,188.14
			6728174	Endeavors - Transportation for Homeless Individuals and Families	03T	LMC	$236,811.86
	25	5111	6435779	CASA of El Paso - COVID-19 Court Appointed Special Advocates	05D	LMC	$8,332.80
			6474964	CASA of El Paso - COVID-19 Court Appointed Special Advocates	05D	LMC	$12,499.60
			6496990	CASA of El Paso - COVID-19 Court Appointed Special Advocates	05D	LMC	$8,300.69
			6529394	CASA of El Paso - COVID-19 Court Appointed Special Advocates	05D	LMC	$4,199.71
			6543969	CASA of El Paso - COVID-19 Court Appointed Special Advocates	05D	LMC	$12,760.46
			6615506	CASA of El Paso - COVID-19 Court Appointed Special Advocates	05D	LMC	$3,906.74
		5112	6474964	YWCA - COVID-19 Childcare Program	05L	LMC	$18,293.44
			6496990	YWCA - COVID-19 Childcare Program	05L	LMC	$31,594.21
			6516253	YWCA - COVID-19 Childcare Program	05L	LMC	$37,808.89
			6529394	YWCA - COVID-19 Childcare Program	05L	LMC	$33,949.69
			6534890	YWCA - COVID-19 Childcare Program	05L	LMC	$35,95

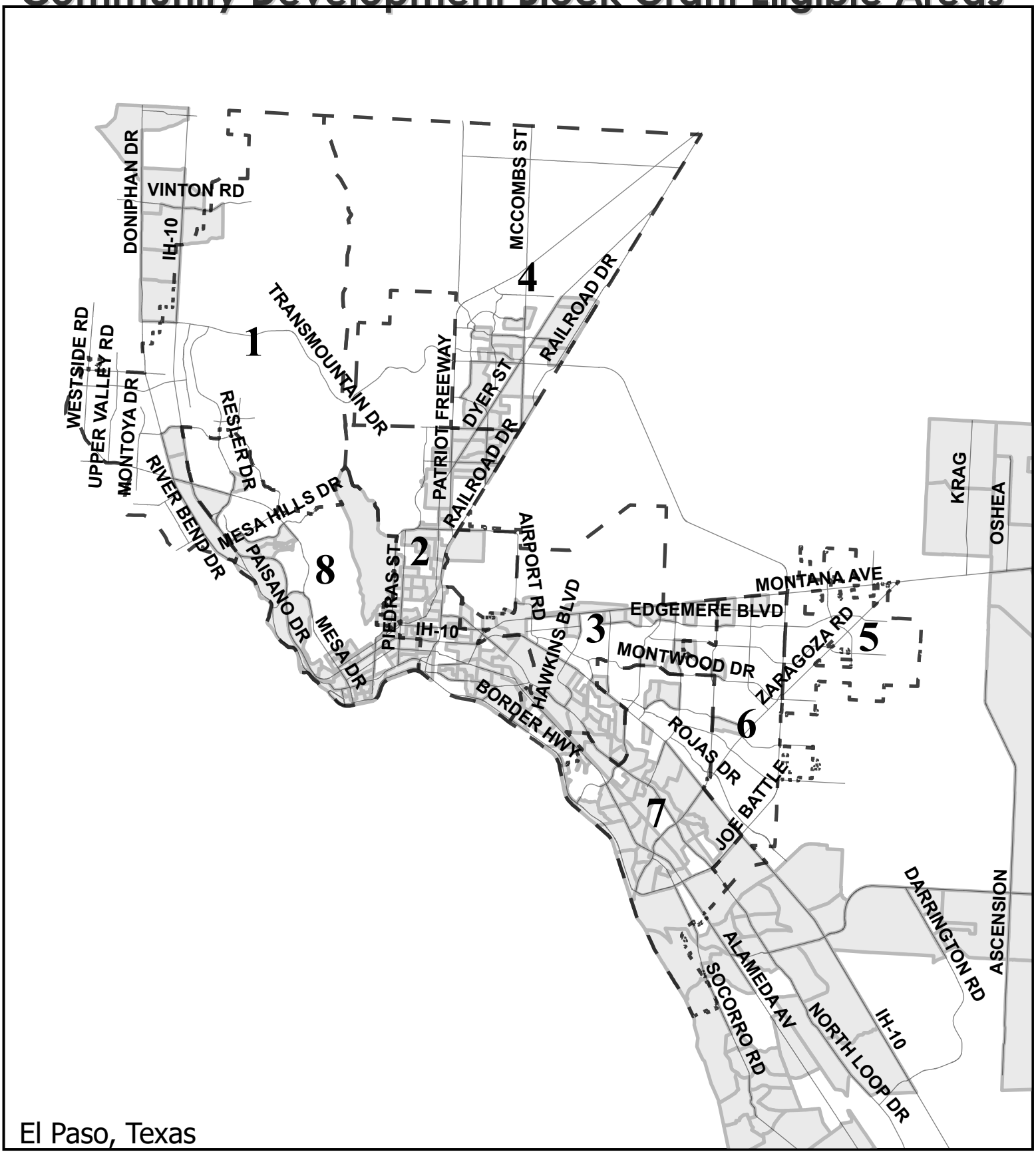
Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	25	5112	6543969	YWCA - COVID-19 Childcare Program	05L	LMC	$51,669.52
			6615506	YWCA - COVID-19 Childcare Program	05L	LMC	$25,729.79
	26	5109	6435779	El Paso Child Guidance Center - COVID-19 Mental Health Services	05O	LMC	$4,122.17
			6474964	El Paso Child Guidance Center - COVID-19 Mental Health Services	05O	LMC	$13,282.12
			6496990	El Paso Child Guidance Center - COVID-19 Mental Health Services	05O	LMC	$4,285.37
			6529394	El Paso Child Guidance Center - COVID-19 Mental Health Services	05O	LMC	$8,477.16
			6543969	El Paso Child Guidance Center - COVID-19 Mental Health Services	05O	LMC	$9,863.15
			6615506	El Paso Child Guidance Center - COVID-19 Mental Health Services	05O	LMC	$6,482.03
	27	5110	6435779	CASFV - COVID-19 Response for Domestic Violence Victims	05G	LMC	$11,669.85
			6474964	CASFV - COVID-19 Response for Domestic Violence Victims	05G	LMC	$14,473.40
			6496990	CASFV - COVID-19 Response for Domestic Violence Victims	05G	LMC	$6,613.70
			6516253	CASFV - COVID-19 Response for Domestic Violence Victims	05G	LMC	$6,627.66
			6529394	CASFV - COVID-19 Response for Domestic Violence Victims	05G	LMC	$12,961.51
			6534890	CASFV - COVID-19 Response for Domestic Violence Victims	05G	LMC	$24,095.66
			6676338	CASFV - COVID-19 Response for Domestic Violence Victims	05G	LMC	$28,110.93
		5122	6435779	Project BRAVO - COVID-19 Emergency Housing Payment Assistance Program	05Q	LMC	$32,268.70
			6474964	Project BRAVO - COVID-19 Emergency Housing Payment Assistance Program	05Q	LMC	$166,219.50
			6496990	Project BRAVO - COVID-19 Emergency Housing Payment Assistance Program	05Q	LMC	$190,028.49
			6516253	Project BRAVO - COVID-19 Emergency Housing Payment Assistance Program	05Q	LMC	$94,620.00
			6529394	Project BRAVO - COVID-19 Emergency Housing Payment Assistance Program	05Q	LMC	$16,863.31
		5188	6529394	Paso Del Norte - COVID-19 Rental Assistance Program	05Q	LMC	$1,000,000.00
		5204	6543969	Endeavors - Inspira Hotel Emergency Shelter Program	03T	LMC	$1,246,896.06
			6615506	Endeavors - Inspira Hotel Emergency Shelter Program	03T	LMC	$153,086.85
			6667504	Endeavors - Inspira Hotel Emergency Shelter Program	03T	LMC	$507,250.64
			6703789	Endeavors - Inspira Hotel Emergency Shelter Program	03T	LMC	$1,405,698.61
			6770721	Endeavors - Inspira Hotel Emergency Shelter Program	03T	LMC	$203,434.25
		5251	6615506	Endeavors Veterans TBRA	03T	LMC	$59,870.47
			6633612	Endeavors Veterans TBRA	03T	LMC	$23,264.59
			6703789	Endeavors Veterans TBRA	03T	LMC	$1,864.94
		5257	6615506	Project Amistad - Case Management for Persons Experiencing Homelessness	03T	LMC	$45,125.91
			6633612	Project Amistad - Case Management for Persons Experiencing Homelessness	03T	LMC	$62,403.16
			6667504	Project Amistad - Case Management for Persons Experiencing Homelessness	03T	LMC	$23,601.22
			6703789	Project Amistad - Case Management for Persons Experiencing Homelessness	03T	LMC	$27,524.21
			6770721	Project Amistad - Case Management for Persons Experiencing Homelessness	03T	LMC	$9,916.22
			6839430	Project Amistad - Case Management for Persons Experiencing Homelessness	03T	LMC	$86,258.57
		5277	6770721	El Paso Center for Children, Youth Homeless Outreach and Case Management	03T	LMC	$40,414.63
			6839430	El Paso Center for Children, Youth Homeless Outreach and Case Management	03T	LMC	$116,022.70
			6847304	El Paso Center for Children, Youth Homeless Outreach and Case Management	03T	LMC	$48,129.56
			6856776	El Paso Center for Children, Youth Homeless Outreach and Case Management	03T	LMC	$42,907.70
	29	5121	6435779	El Pasoans Fighting Hunger - COVID-19 Response Program	05W	LMC	$350,000.00
			6591109	El Pasoans Fighting Hunger - COVID-19 Response Program	05W	LMC	$350,000.00
Total							**$7,476,037.41**

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Am
2019	24	5125	6549437	PY19/FY20 COVID-19 CDBG Administration	21A		$4,74

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	24	5125	6617126	PY19/FY20 COVID-19 CDBG Administration	21A		$64,336.60
			6633612	PY19/FY20 COVID-19 CDBG Administration	21A		$29,062.35
			6703789	PY19/FY20 COVID-19 CDBG Administration	21A		$58,286.89
			6836828	PY19/FY20 COVID-19 CDBG Administration	21A		$187,662.01
		5126	6549437	PY19/FY20 COVID-19 CDBG Administration - Indirect Costs	21B		$1,233.38
			6685626	PY19/FY20 COVID-19 CDBG Administration - Indirect Costs	21B		$29,377.35
			6803559	PY19/FY20 COVID-19 CDBG Administration - Indirect Costs	21B		$27,968.25
Total							**$402,670.59**

Community Development Block Grant Eligible Areas



El Paso, Texas

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 Information Technology Department GIS Group makes no claim to its accuracy or completeness.

N W E S

0 1 2 4 6 8 Miles

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ESG Attachments

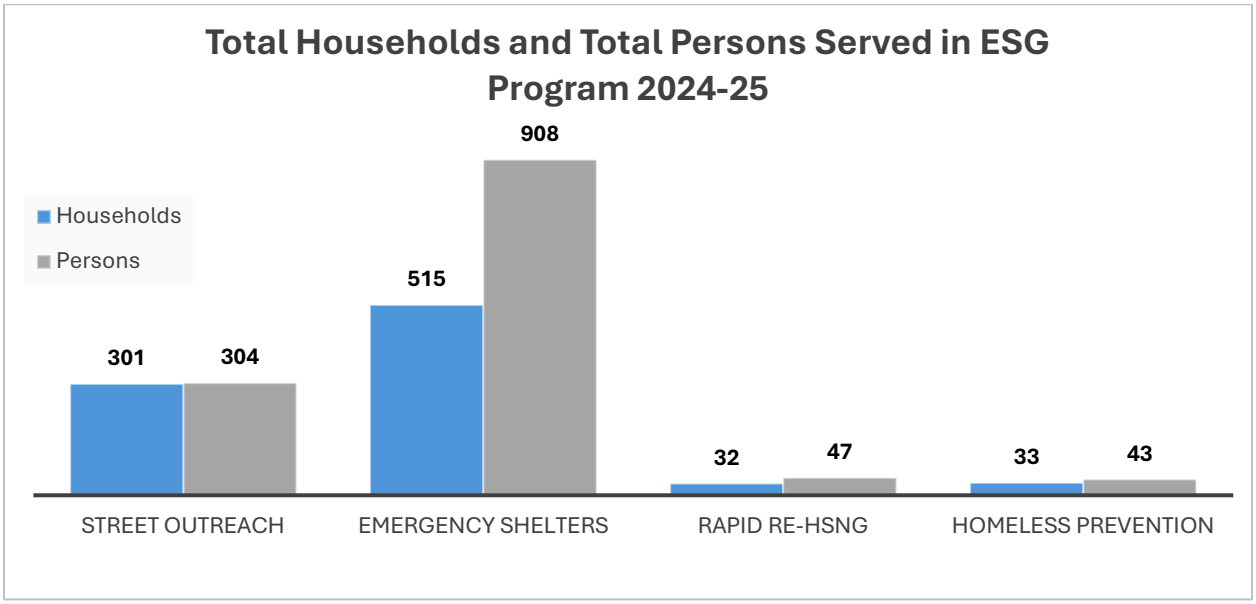
1. 2024-2025 Performance Benchmarks

2. SAGE

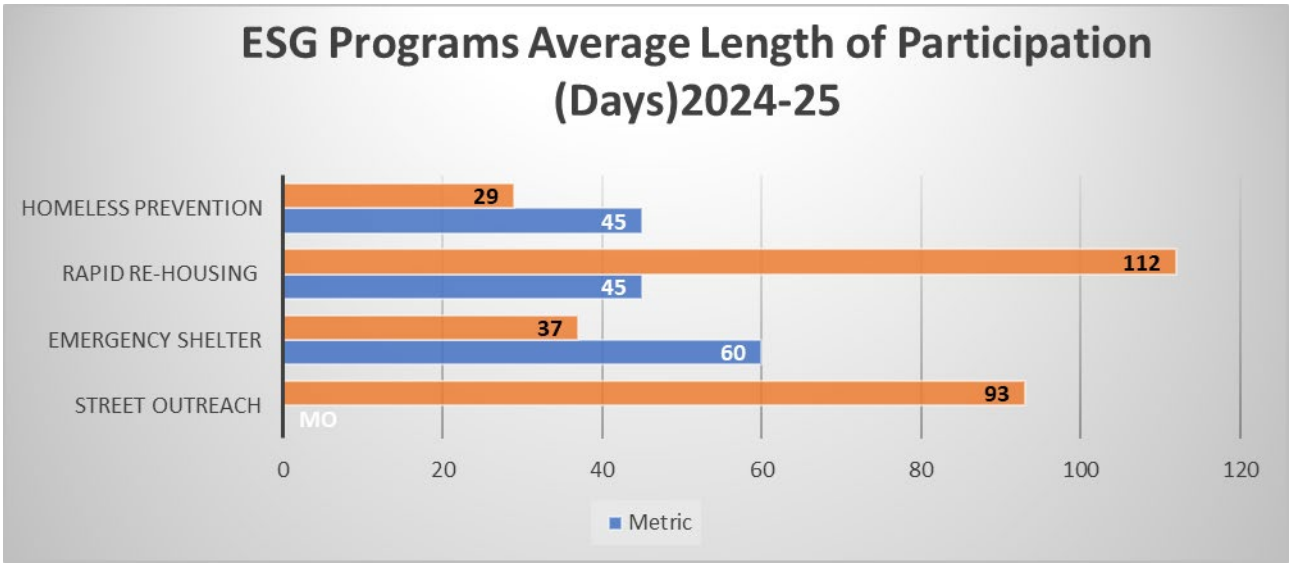
CR70 Graphs

The CR70 graphs present combined performance data for all ESG subrecipients, organized by program component. Derived from HMIS data, these graphs compare each component's actual performance against the Community Performance Plan (CPP) benchmarks. The components include Street Outreach (SO), Emergency Shelter (ES), Rapid Re-Housing (RRH), and Homeless Prevention (HP). Benchmarks for each program type were developed and approved by the CoC Performance and Benchmarks Committee.

The report is generated from the HMIS Administrative Annual Performance Report (APR) and the Consolidated Annual Performance and Evaluation Report (CAPER) submitted by each ESG subrecipient. HMIS consolidates and de-duplicates these submissions to create a unified dataset. The reporting period covers the monitoring year from **September 1, 2024, through August 31, 2025**, and is presented in a combined, by-component format.



The Length of Participation measures the average number of days a distinct household or individual receives services through an ESG-funded program, calculated from the program entry date to the exit date. For Street Outreach (SO), the Average Length of Stay benchmark will be monitored only (MO) and not evaluated as part of the Community Performance Plan (CPP) review process. Additionally, these metrics have not yet been approved for the 2024–2025 monitoring year.



HUD recognizes that Street Outreach (SO) programs primarily assist individuals in moving from unsheltered locations into Emergency Shelters (ES) or Transitional Housing (TH), rather than directly into permanent housing. Although placement into ES or TH is still considered a form of homelessness, HUD acknowledges that these transitions represent meaningful progress toward housing stability.

Emergency Shelters and Transitional Housing provide individuals with safe environments and connections to case managers who can assist with accessing permanent housing solutions and supportive services. In alignment with HUD's recommendations, the Performance Committee and CoC Board have determined that placements from street settings into shelters or transitional housing should be considered positive housing outcomes. Consequently, this has been adopted as an annual CPP benchmark specifically for Street Outreach programs.

During the 2024–2025 monitoring year, HUD clarified that while certain exit destinations are considered positive outcomes, they may still be categorized as Returns to Homelessness if they meet HUD's definitions. These positive exit destinations include:

Homeless Situations (ES):

- Emergency shelter or host home
- Hotel/motel paid by an emergency shelter voucher

Temporary Situations (TH):

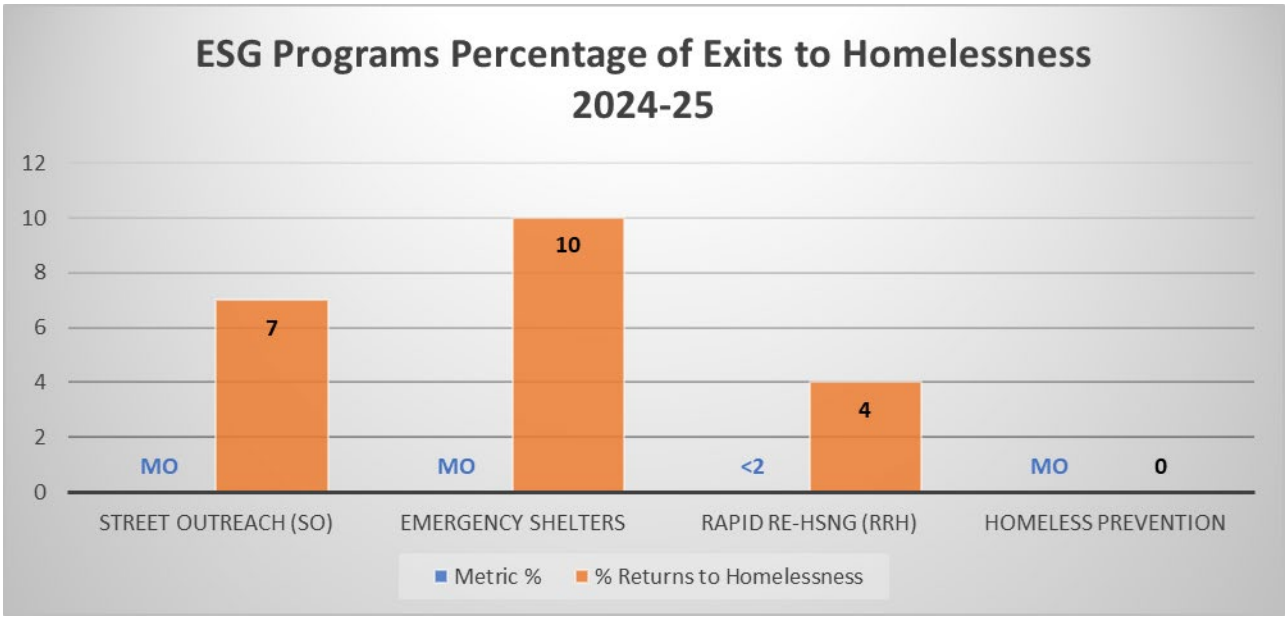
- Transitional housing programs, including those serving youth
- Hotel/motel paid by an emergency shelter voucher
- Living temporarily with family or friends

Institutional Situations:

- Foster care home or group home
- Psychiatric facility
- Substance abuse treatment or detox center
- Long-term nursing facility

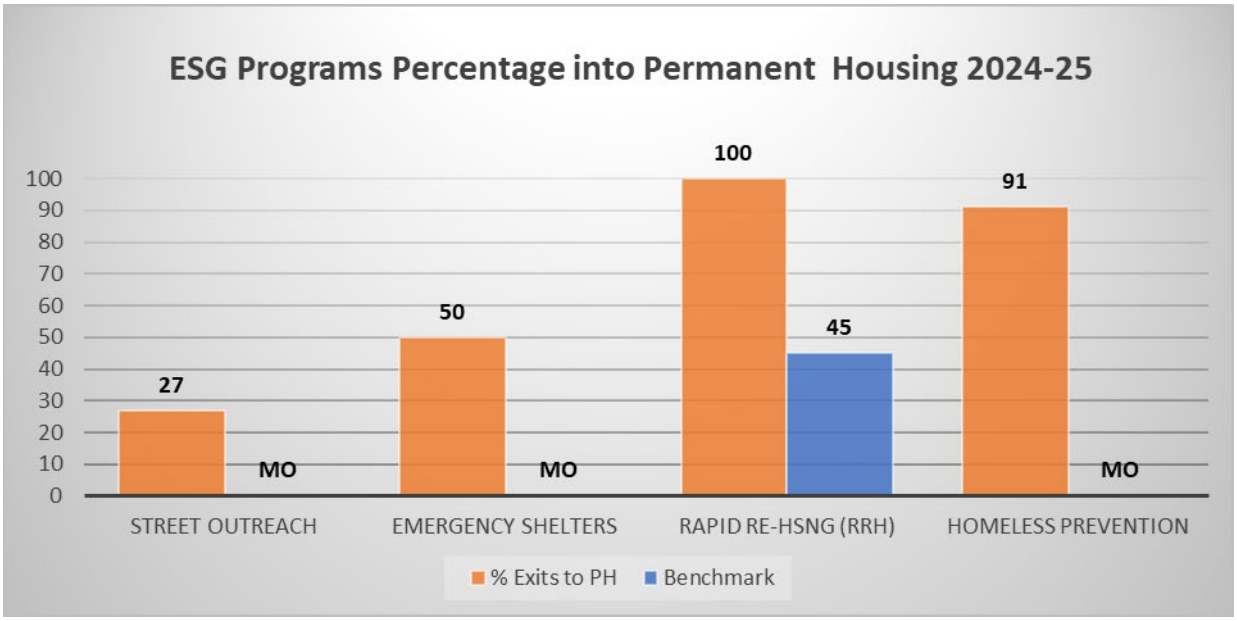
The Returns to Homelessness benchmark measures the percentage of program leavers who exited to a homeless or temporary destination out of the total number of program leavers. An exit destination is classified as a Return to Homelessness if it meets any of the following HUD-defined criteria:

- Emergency shelter, including hotels or motels paid for without an emergency shelter voucher
- Transitional housing for persons experiencing homelessness (including youth)
- A place not meant for human habitation



The Exits to Permanent Housing benchmark measures the percentage of distinct households that exited into permanent housing (PH)—including Rapid Re-Housing (RRH)—during the monitoring period. Permanent housing destinations include, but are not limited to:

- Rental by client with Rapid Re-Housing assistance or an equivalent subsidy, including Housing Choice Vouchers (HCV) (tenant- or project-based), Public Housing, or VASH
- Permanent Supportive Housing (PSH)
- Housing owned by the client, with or without an ongoing housing subsidy
- Rental by client, with or without a housing subsidy, including HCV (tenant- or project-based)
- Staying or living with family or friends on a permanent tenure basis

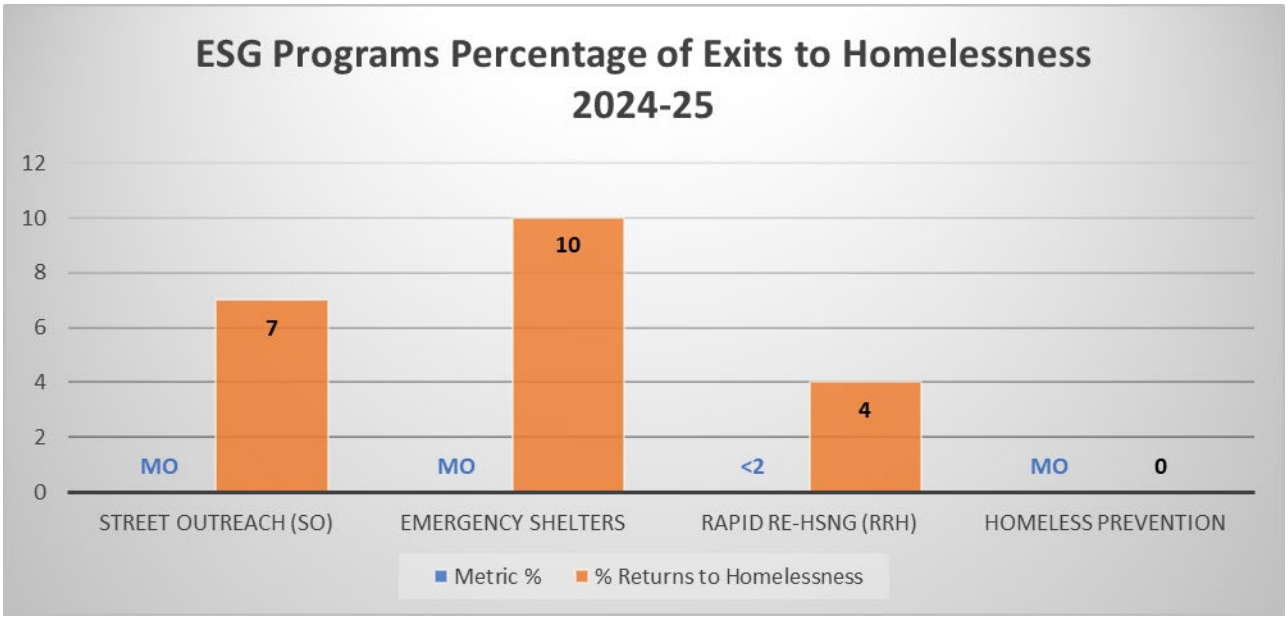


HUD recognizes that Street Outreach (SO) and Coordinated Entry (CE) programs often support individuals experiencing homelessness in transitioning to Permanent Housing (PH), Transitional Housing (TH), or Rapid Re-Housing (RRH). While placement into Emergency Shelter (ES) or Transitional Housing (TH) is still categorized as homelessness, HUD acknowledges that these transitions represent positive housing outcomes.

Emergency Shelters and Transitional Housing provide individuals with safe and stable environments where they can access case management, receive information about permanent housing opportunities, and connect to other critical services. These placements are therefore viewed as meaningful progress toward long-term housing stability.

The Returns to Homelessness benchmark measures the percentage of program leavers who exit to homeless or temporary destinations out of the total number of leavers. An exit destination is classified as a Return to Homelessness if it meets any of the following HUD-defined criteria:

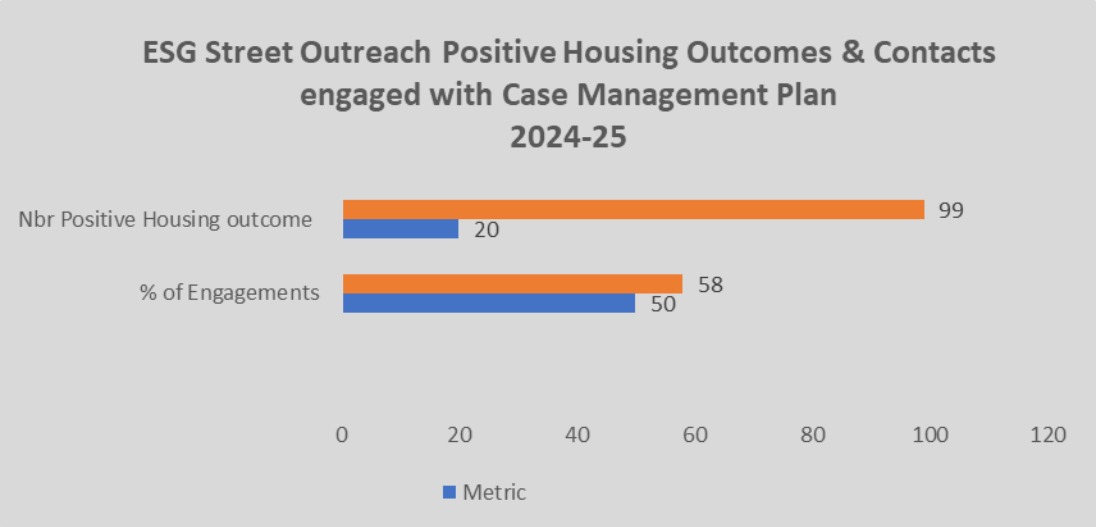
- Emergency shelter, including hotels or motels paid for without an emergency shelter voucher
- Transitional housing for persons experiencing homelessness (including youth)
- A place not meant for human habitation (e.g., vehicle, alley, street, or abandoned building)



Under federal strategy guidelines, placement into an Emergency Shelter (ES) is still classified as homelessness. However, HUD recognizes that such placements achieved through Street Outreach efforts represent a positive housing outcome. Emergency shelters offer individuals a safe environment and access to case management services that connect them to permanent housing options and other essential supports. In alignment with HUD's recommendations, the Performance Committee and CoC Board have determined that transitions from the street into shelter should be recognized as positive housing outcomes. Accordingly, the CoC Board has approved the Positive Housing Outcome as an annual CPP benchmark for Street Outreach programs only.

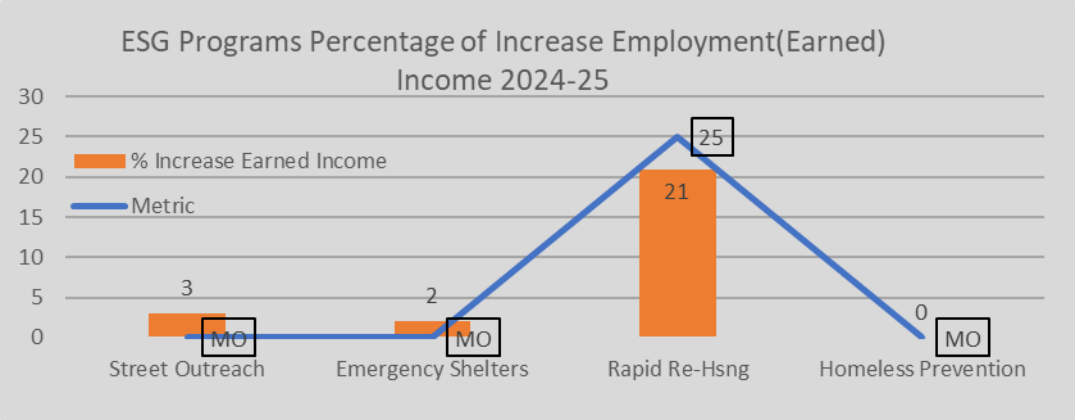
The Rate of Engagement benchmark measures the proportion of individuals who move from initial contact to active engagement in services. It is calculated by dividing the number of persons engaged (84) by the total number of street contacts (85) made during the reporting period.

A person is considered engaged when they actively participate in a case plan or receive supportive services such as meals, housing assistance, legal aid, or medical care. For the 2024–2025 monitoring year, the established benchmark is 30% of the total annual street contacts.

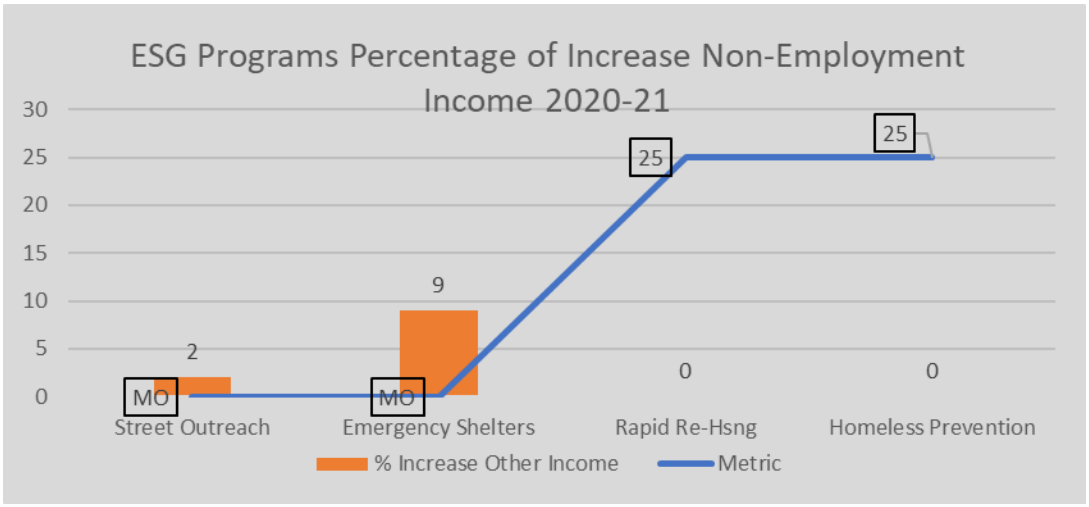


The Increase in Earned Income benchmark measures the percentage of adults who demonstrated an increase in earned income—that is, income from employment—between program entry and exit, or by the end of the reporting period for participants who have not

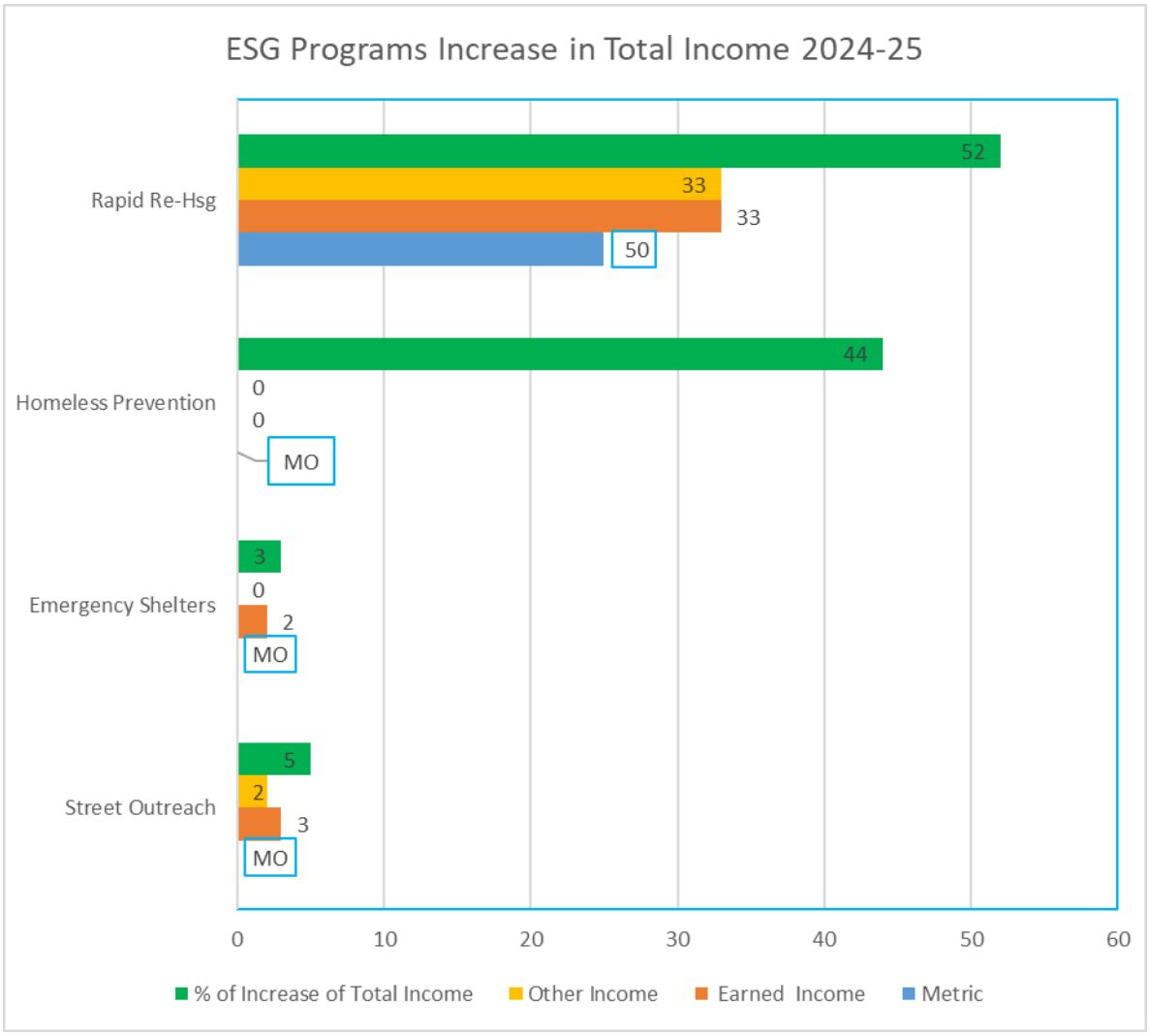
yet exited.



The Increase in Non-Employment Income benchmark measures the percentage of adults who experienced an increase in non-employment or other income sources between program entry and exit, or by the end of the reporting period for participants who have not yet exited.



The Increase in Total Income benchmark measures the percentage of all adults served during the reporting period—including those with no income at entry—who demonstrated an increase in employment, non-employment, or total income between program entry and exit, or by the end of the reporting period for participants who have not yet exited.



Federal strategies emphasize the importance of collecting data that is complete, comprehensive, and timely. Maintaining real-time data helps streamline the process of connecting individuals to emergency shelters, Coordinated Entry, and ultimately, permanent housing. The El Paso CoC has established a benchmark of four (4) days for entering and exiting client data in HMIS.



CAPER Aggregator Unsubmitted 2.0

Pre HUD submission report - Aggregates data from subrecipient CAPERS by selected criteria

Filters for this report	
Aggregate or detailed mode	Aggregate
Year	2024
CAPER Project Type TIP: Hold down the CTRL key on the keyboard and	(all)
Programs	ESG: El Paso - TX
Report executed on	11/3/2025 8:20:53 PM

Grant List

Jurisdiction	Type	Start Date	End Date	Current Status
ESG: El Paso - TX	CAPER	9/1/2024	8/31/2025	In Progress

Q04a: Project Identifiers in HMIS

Please select details mode in the filters above to see Q4 information.

Or click here to view details in a new tab.

CSV uploads containing multiple project rows in Q4 will display as separate rows here using the same value in Project Info Row ID.

Q05a: Report Validations Table

Category	Count of Clients for DQ	Count of Clients
Total Number of Persons Served	488	489
Number of Adults (Age 18 or Over)	310	311
Number of Children (Under Age 18)	175	175
Number of Persons with Unknown Age	3	3
Number of Leavers	440	440
Number of Adult Leavers	278	278
Number of Adult and Head of Household Leavers	282	282
Number of Stayers	48	49
Number of Adult Stayers	32	33
Number of Veterans	6	6
Number of Chronically Homeless Persons	42	43
Number of Youth Under Age 25	54	54
Number of Parenting Youth Under Age 25 with Children	15	15
Number of Adult Heads of Household	285	286
Number of Child and Unknown-Age Heads of Household	4	4
Heads of Households and Adult Stayers in the Project 365 Days or M	0	0

Effective 1/1/2023, this question includes separate columns for totals relevant to the DQ questions and totals relevant to the entire APR. Data uploaded prior to 1/1/2023 has been bulk updated to use the same totals for both columns in order to support calculations in the Aggregator.

Q06a: Data Quality: Personally Identifying Information

	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total	% of Issue Rate
Name	3	0	0	3	*0.61%*
Social Security Number	144	29	0	173	*35.45%*
Date of Birth	3	0	0	3	*0.61%*
Race/Ethnicity	1	0	0	1	*0.20%*
Overall Score	0	0	0	173	*35.45%*

New as of 10/1/2023.

Numbers in green italics have been recalculated or weighted based on available totals.

Archived as of 10/1/2023: This table only contains data uploaded prior to 10/1/2023.

Numbers in green italics have been recalculated or weighted based on available totals.

Q06b: Data Quality: Universal Data Elements

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total	% ofIssue Rate
Veteran Status	0	0	0	0	*0%*
Project Start Date	0	0	0	0	*0%*
Relationship to Head of Household	0	0	0	0	*0%*
Enrollment CoC	0	0	0	0	*0%*
Disabling Condition	3	0	8	11	*2.25%*

Numbers in green italics have been recalculated or weighted based on available totals.

Q06c: Data Quality: Income and Housing Data Quality

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total	% ofError Rate
Destination	0	39	0	39	*8.86%*
Income and Sources at Start	4	0	1	5	*1.59%*
Income and Sources at Annual Assessment	0	0	0	0	*0*
Income and Sources at Exit	4	0	1	5	*1.77%*

Numbers in green italics have been recalculated or weighted based on available totals.

Q06d: Data Quality: Chronic Homelessness

Entering into project type	Count of Total Records	Missing Timein Institution	Missing Timein Housing	ApproximateDate Started DK/R/missing	Number of Times DK/R/missing	Number of Months DK/R/missing	% of RecordsUnable to Calculate
ES-EE, ES-NbN, SH, Street Outreach	115	0	0	4	3	4	*6.96%*
TH	98	0	0	0	0	0	*0*
PH (All)	68	0	0	0	0	0	*0*
CE	0	0	0	0	0	0	*0*
SSO, Day Shelter, HP	33	0	0	0	0	0	*0*
Total	314	0	0	0	0	0	*2.55%*

Numbers in green italics have been recalculated or weighted based on available totals.

Q06e: Data Quality: Timeliness

Time forRecordEntry	Number of ProjectStart Records	Number of ProjectExit Records
	0	18
0 days	134	154
1-3 Days	171	146
4-6 Days	68	39
7-10 Days	16	11
11+ Days	64	72

Q06f: Data Quality: Inactive Records: Street Outreach & Emergency Shelter

Data Element	# of Records	# ofInactive Records	% ofInactive Records
Contact (Adults and Heads of Household in Street Outreach or PATH-funded SSO)	6	0	*0%*
Bed Night (All Clients in ES - NbN)	0	0	*0*

Numbers in green italics have been recalculated or weighted based on available totals.

Q07a: Number of Persons Served

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Adults	311	218	93	0	0
Children	175	0	174	1	0
Client Doesn't Know/Prefers Not to Answer	3	0	0	0	3
Data Not Collected	0	0	0	0	0
Total	489	218	267	1	3
For PSH & RRH – the total persons served who moved into housing	58	34	24	0	0

Q07b: Point-in-Time Count of Persons on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
January	69	34	35	0	0
April	79	36	43	0	0
July	109	49	60	0	0
October	65	30	34	0	1

Q08a: Households Served

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Total Households	290	204	82	1	3
For PSH & RRH – the total households served who moved into housir	38	31	7	0	0

Q08b: Point-in-Time Count of Households on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
January	44	33	11	0	0
April	50	36	14	0	0
July	66	48	18	0	0
October	40	30	9	0	1

Q09a: Number of Persons Contacted

Number of Persons Contacted	All Persons Contacted	First contact – NOT staying on the Streets, ES-EE, ES-NbN, or SH	First contact – WAS staying on Streets, ES-EE, ES-NbN, or SH	First contact – Worker unable to determine
Once	81	0	75	6
2-5 Times	4	0	3	1
6-9 Times	0	0	0	0
10+ Times	0	0	0	0
Total Persons Contacted	85	0	78	7

Q09b: Number of Persons Newly Engaged

Number of Persons Engaged	All Persons Contacted	First contact – NOT staying on the Streets, ES-EE, ES-NbN, or SH	First contact – WAS staying on Streets, ES-EE, ES-NbN, or SH	First contact – Worker unable to determine
Once	81	0	75	6
2-5 Contacts	3	0	2	1
6-9 Contacts	0	0	0	0
10+ Contacts	0	0	0	0
Total Persons Engaged	84	0	77	7
Rate of Engagement	*98.82%*	*0*	*98.72%*	*100.00%*

Numbers in green italics have been recalculated or weighted based on available totals.

Q11: Age

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Under 5	68	0	68	0	0
5-12	68	0	68	0	0
13-17	39	0	38	1	0
18-24	68	43	25	0	0
25-34	68	37	31	0	0
35-44	73	49	24	0	0
45-54	57	46	11	0	0
55-64	30	28	2	0	0
65+	15	15	0	0	0
Client Doesn't Know/Prefers Not to Answer	3	0	0	0	3
Data Not Collected	0	0	0	0	0
Total	489	218	267	1	3

New as of 10/1/2023.

Archived as of 10/1/2023: This table only contains data uploaded prior to 10/1/2023.

Q12: Race and Ethnicity

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
American Indian, Alaska Native, or Indigenous	6	2	4	0	0
Asian or Asian American	1	1	0	0	0
Black, African American, or African	42	19	23	0	0
Hispanic/Latina/o	75	33	41	0	1
Middle Eastern or North African	0	0	0	0	0
Native Hawaiian or Pacific Islander	1	1	0	0	0
White	47	40	5	0	2
Asian or Asian American & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
Black, African American, or African & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
Hispanic/Latina/o & American Indian, Alaska Native, or Indigenous	1	1	0	0	0
Middle Eastern or North African & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
Native Hawaiian or Pacific Islander & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
White & American Indian, Alaska Native, or Indigenous	1	0	1	0	0
Black, African American, or African & Asian or Asian American	0	0	0	0	0
Hispanic/Latina/o & Asian or Asian American	0	0	0	0	0
Middle Eastern or North African & Asian or Asian American	0	0	0	0	0
Native Hawaiian or Pacific Islander & Asian or Asian American	0	0	0	0	0
White & Asian or Asian American	1	1	0	0	0
Hispanic/Latina/o & Black, African American, or African	11	5	6	0	0
Middle Eastern or North African & Black, African American, or Africar	0	0	0	0	0
Native Hawaiian or Pacific Islander & Black, African American, or African	0	0	0	0	0
White & Black, African American, or African	1	1	0	0	0
Middle Eastern or North African & Hispanic/Latina/o	0	0	0	0	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/o	0	0	0	0	0
White & Hispanic/Latina/o	301	113	187	1	0
Native Hawaiian or Pacific Islander & Middle Eastern or North Africar	0	0	0	0	0
White & Middle Eastern or North African	0	0	0	0	0
White & Native Hawaiian or Pacific Islander	0	0	0	0	0
Multiracial – more than 2 races/ethnicity, with one being Hispanic/Latina/o	0	0	0	0	0
Multiracial – more than 2 races, where no option is Hispanic/Latina/c	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	1	1	0	0	0
Data Not Collected	0	0	0	0	0
Total	489	218	267	1	3

New as of 10/1/2023.

Archived as of 10/1/2023: This table only contains data uploaded prior to 10/1/2023.

Archived as of 10/1/2023: This table only contains data uploaded prior to 10/1/2023.

Q13a1: Physical and Mental Health Conditions at Start

	Total Persons	Without Children	Adults in HH with Children & Adults	Children in HH with Children & Adults	With Children and Adults	With Only Children	Unknown Household Type
Mental Health Disorder	172	135	22	14	0	1	0
Alcohol Use Disorder	15	14	1	0	0	0	0
Drug Use Disorder	28	26	1	1	0	0	0
Both Alcohol Use and Drug Use Disorders	8	8	0	0	0	0	0
Chronic Health Condition	67	54	11	2	0	0	0
HIV/AIDS	8	7	1	0	0	0	0
Developmental Disability	26	13	3	10	0	0	0
Physical Disability	39	31	7	1	0	0	0

The "With Children and Adults" column is retired as of 10/1/2019 and replaced with the columns "Adults in HH with Children & Adults" and "Children in HH with Children & Adults".

Q13b1: Physical and Mental Health Conditions at Exit

	Total Persons	Without Children	Adults in HH with Children & Adults	Children in HH with Children & Adults	With Children and Adults	With Only Children	Unknown Household Type
Mental Health Disorder	152	116	20	15	0	1	0
Alcohol Use Disorder	15	14	1	0	0	0	0
Drug Use Disorder	26	24	1	1	0	0	0
Both Alcohol Use and Drug Use Disorders	5	5	0	0	0	0	0
Chronic Health Condition	59	47	10	2	0	0	0
HIV/AIDS	8	7	1	0	0	0	0
Developmental Disability	26	12	3	11	0	0	0
Physical Disability	38	30	7	1	0	0	0

The "With Children and Adults" column is retired as of 10/1/2019 and replaced with the columns "Adults in HH with Children & Adults" and "Children in HH with Children & Adults".

Q13c1: Physical and Mental Health Conditions for Stayers

	Total Persons	Without Children	Adults in HH with Children & Adults	Children in HH with Children & Adults	With Children and Adults	With Only Children	Unknown Household Type
Mental Health Disorder	21	19	2	0	0	0	0
Alcohol Use Disorder	2	2	0	0	0	0	0
Drug Use Disorder	2	2	0	0	0	0	0
Both Alcohol Use and Drug Use Disorders	2	2	0	0	0	0	0
Chronic Health Condition	9	8	1	0	0	0	0
HIV/AIDS	0	0	0	0	0	0	0
Developmental Disability	1	1	0	0	0	0	0
Physical Disability	4	4	0	0	0	0	0

The "With Children and Adults" column is retired as of 10/1/2019 and replaced with the columns "Adults in HH with Children & Adults" and "Children in HH with Children & Adults".

Q14a: History of Domestic Violence, Sexual Assault, Dating Violence, Stalking, or Human Trafficking

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Yes	144	73	70	1	0
No	162	140	22	0	0
Client Doesn't Know/Prefers Not to Answer	7	4	0	0	3
Data Not Collected	2	1	1	0	0
Total	315	218	93	1	3

Q14b: Most recent experience of domestic violence, sexual assault, dating violence, stalking, or human trafficking

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Within the past three months	93	35	57	1	0
Three to six months ago	12	3	9	0	0
Six months to one year	6	5	1	0	0
One year ago, or more	31	28	3	0	0
Client Doesn't Know/Prefers Not to Answer	1	1	0	0	0
Data Not Collected	1	1	0	0	0
Total	144	73	70	1	0

New as of 10/1/2023.

Archived as of 10/1/2023: This table only contains data uploaded prior to 10/1/2023.

Q15: Living Situation

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation	160	143	14	0	3
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	59	28	30	1	0
Safe Haven	0	0	0	0	0
Subtotal - Homeless Situations	219	171	44	1	3
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0	0
Long-term care facility or nursing home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	1	1	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0	0
Subtotal - Institutional Situations	1	1	0	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	16	5	11	0	0
Residential project or halfway house with no homeless criteria	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	4	1	3	0	0
Host Home (non-crisis)	0	0	0	0	0
Staying or living in a friend’s room, apartment, or house	16	5	11	0	0
Staying or living in a family member’s room, apartment, or house	13	6	7	0	0
Subtotal - Temporary Situations	49	17	32	0	0
Permanent Situations					
Rental by client, no ongoing housing subsidy	45	29	16	0	0
Rental by client, with ongoing housing subsidy	1	0	1	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0	0
Subtotal - Permanent Situations	46	29	17	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Subtotal - Other Situations	0	0	0	0	0
TOTAL	315	218	93	1	3

Updated 10/1/2023: Rows reordered and grouped differently. New "Rental by client, with ongoing housing subsidy" row includes data previously reported under separate subsidy types. Interim housing is retired as of 10/1/2019.

Q16: Cash Income - Ranges

	Income at Start	Income at Latest AnnualAssessment for Stayers	Income at Exit for Leavers
No income	185	0	123
$1 - $150	9	0	15
$151 - $250	6	0	7
$251 - $500	16	0	17
$501 - $1000	49	0	61
$1,001 - $1,500	30	0	36
$1,501 - $2,000	14	0	13
$2,001+	1	0	5
Client Doesn't Know/Prefers Not to Answer	1	0	1
Data Not Collected	0	0	0
Number of Adult Stayers Not Yet Required to Have an Annual Assessı	0	33	0
Number of Adult Stayers Without Required Annual Assessment	0	0	0
Total Adults	311	33	278

Q17: Cash Income - Sources

	Income at Start	Income at Latest AnnualAssessment for Stayers	Income at Exit for Leavers
Earned Income	77	0	99
Unemployment Insurance	1	0	1
Supplemental Security Income (SSI)	23	0	26
Social Security Disability Insurance (SSDI)	17	0	16
VA Service-Connected Disability Compensation	1	0	2
VA Non-Service Connected Disability Pension	0	0	0
Private Disability Insurance	0	0	0
Worker's Compensation	0	0	0
Temporary Assistance for Needy Families (TANF)	8	0	9
General Assistance (GA)	0	0	0
Retirement Income from Social Security	1	0	1
Pension or retirement income from a former job	0	0	0
Child Support	11	0	12
Alimony and other spousal support	0	0	0
Other Source	2	0	7
Adults with Income Information at Start and Annual Assessment/Exit	0	0	277

Q19b: Disabling Conditions and Income for Adults at Exit

	AO: Adult with Disabling Condition	AO: Adult without Disabling Condition	AO: Total Adults	AO: % with Disabling Condition by Source	AC: Adult with Disabling Condition	AC: Adult without Disabling Condition	AC: Total Adults	AC: % with Disabling Condition by Source	UK: Adult with Disabling Condition	UK: Adult without Disabling Condition	UK: Total Adults	UK: % with Disabling Condition by Source
Earned Income	30	34	64	*46.88%*	8	27	35	*22.86%*	0	0	0	*0*
Unemployment Insurance	0	0	0	*0*	0	1	1	*0%*	0	0	0	*0*
Supplemental Security Income (SSI)	19	3	22	*86.36%*	3	1	4	*75.00%*	0	0	0	*0*
Social Security Disability Insurance (SSDI)	11	2	13	*84.62%*	3	0	3	*100.00%*	0	0	0	*0*
VA Service-Connected Disability Compensation	2	0	2	*100.00%*	0	0	0	*0*	0	0	0	*0*
VA Non-Service-Connected Disability Pension	0	0	0	*0*	0	0	0	*0*	0	0	0	*0*
Private Disability Insurance	0	0	0	*0*	0	0	0	*0*	0	0	0	*0*
Worker's Compensation	0	0	0	*0*	0	0	0	*0*	0	0	0	*0*
Temporary Assistance for Needy Families (TANF)	0	0	0	*0*	2	7	9	*22.22%*	0	0	0	*0*
General Assistance (GA)	0	0	0	*0*	0	0	0	*0*	0	0	0	*0*
Retirement Income from Social Security	1	0	1	*100.00%*	0	0	0	*0*	0	0	0	*0*
Pension or retirement income from a former job	0	0	0	*0*	0	0	0	*0*	0	0	0	*0*
Child Support	1	2	3	*33.33%*	3	6	9	*33.33%*	0	0	0	*0*
Alimony and other spousal support	0	0	0	*0*	0	0	0	*0*	0	0	0	*0*
Other source	4	0	4	*100.00%*	1	2	3	*33.33%*	0	0	0	*0*
No Sources	65	25	90	*72.22%*	10	23	33	*30.30%*	0	0	0	*0*
Unduplicated Total Adults	128	64	192		25	60	85		0	0	0	

Numbers in green italics have been recalculated or weighted based on available totals.

Q20a: Type of Non-Cash Benefit Sources

	Benefit at Start	Benefit at Latest AnnualAssessment for Stayers	Benefit at Exit for Leavers
Supplemental Nutrition Assistance Program (SNAP) (Previously known as Food Stamps)	158	0	149
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	20	0	23
TANF Child Care Services	3	0	2
TANF Transportation Services	1	0	22
Other TANF-Funded Services	0	0	28
Other Source	5	0	32

Q21: Health Insurance

	At Start	At Annual Assessment for Stayers	At Exit for Leavers
MEDICAID	200	0	187
MEDICARE	11	0	11
State Children’s Health Insurance Program	2	0	2
Veteran's Health Administration (VHA)	2	0	3
Employer-Provided Health Insurance	0	0	0
Health Insurance obtained through COBRA	0	0	0
Private Pay Health Insurance	3	0	2
State Health Insurance for Adults	1	0	1
Indian Health Services Program	0	0	0
Other	33	0	33
No Health Insurance	235	0	200
Client Doesn't Know/Prefers Not to Answer	6	0	6
Data Not Collected	2	0	1
Number of Stayers Not Yet Required to Have an Annual Assessment	0	49	0
1 Source of Health Insurance	240	0	227
More than 1 Source of Health Insurance	6	0	6

Q22a2: Length of Participation – ESG Projects

	Total	Leavers	Stayers
0 to 7 days	46	42	4
8 to 14 days	39	36	3
15 to 21 days	37	34	3
22 to 30 days	58	56	2
31 to 60 days	110	91	19
61 to 90 days	61	51	10
91 to 180 days	108	102	6
181 to 365 days	28	26	2
366 to 730 days (1-2 Yrs)	1	1	0
731 to 1,095 days (2-3 Yrs)	0	0	0
1,096 to 1,460 days (3-4 Yrs)	1	1	0
1,461 to 1,825 days (4-5 Yrs)	0	0	0
More than 1,825 days (> 5 Yrs)	0	0	0
Total	489	440	49

Q22c: Length of Time between Project Start Date and Housing Move-in Date

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	29	14	15	0	0
8 to 14 days	9	5	4	0	0
15 to 21 days	6	3	3	0	0
22 to 30 days	2	2	0	0	0
31 to 60 days	6	6	0	0	0
61 to 90 days	1	1	0	0	0
91 to 180 days	0	0	0	0	0
181 to 365 days	0	0	0	0	0
366 to 730 days (1-2 Yrs)	0	0	0	0	0
Total (persons moved into housing)	53	31	22	0	0
Average length of time to housing	*12.85*	*17.42*	*5.73*	*0*	*0*
Persons who were exited without move-in	25	19	6	0	0
Total persons	78	50	28	0	0

Numbers in green italics have been recalculated or weighted based on available totals.
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Q22d: Length of Participation by Household Type

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	46	17	29	0	0
8 to 14 days	39	20	19	0	0
15 to 21 days	37	11	26	0	0
22 to 30 days	58	15	42	1	0
31 to 60 days	110	50	60	0	0
61 to 90 days	61	33	28	0	0
91 to 180 days	108	53	53	0	2
181 to 365 days	28	17	10	0	1
366 to 730 days (1-2 Yrs)	1	1	0	0	0
731 days or more	1	1	0	0	0
Total	489	218	267	1	3

Q22e: Length of Time Prior to Housing - based on 3.917 Date Homelessness Started

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	18	8	10	0	0
8 to 14 days	12	5	7	0	0
15 to 21 days	3	1	2	0	0
22 to 30 days	13	3	9	1	0
31 to 60 days	18	8	10	0	0
61 to 90 days	33	4	29	0	0
91 to 180 days	16	7	9	0	0
181 to 365 days	9	5	4	0	0
366 to 730 days (1-2 Yrs)	5	5	0	0	0
731 days or more	0	0	0	0	0
Total	127	46	80	1	0
Not yet moved into housing	25	19	6	0	0
Data not collected	167	22	145	0	0
Total persons	319	87	231	1	0

Q22f: Length of Time between Project Start Date and Housing Move-in Date by Race and Ethnicity

	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-racial (does not include Hispanic/Latina/e/o)	Unknown (Don't Know, Preferred not to Answer, Data not Collected)
Persons Moved Into Housing	2	0	2	9	0	0	2	35	3	0
Persons Exited Without Move-In	0	0	5	5	0	0	3	12	0	0
Average time to Move-In	*22*	*0*	*51.5*	*4.11*	*0*	*0*	*0*	*13.14*	*12*	*0*
Median time to Move-In	*Cannot calculate*	*Cannot calculate*	*Cannot calculate*	*Cannot calculate*	*Cannot calculate*	*Cannot calculate*	*Cannot calculate*	*Cannot calculate*	*Cannot calculate*	*Cannot calculate*

New as of 10/1/2023.

Q22g: Length of Time Prior to Housing by Race and Ethnicity - based on 3.917 Date Homelessness Started

	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/o	Multi-racial (does not include Hispanic/Latina/o)	Unknown (Don't Know, Preferred not to Answer, Data not Collected)
Persons Moved Into Housing	2	0	12	23	0	0	5	82	3	0
Persons Not Yet Moved Into Housing	0	0	5	5	0	0	3	12	0	0
Average time to Move-In	*230*	*0*	*71.5*	*49.17*	*0*	*0*	*160.4*	*83.73*	*32*	*0*
Median time to Move-In	*Cannot calculate*	*Cannot calculate*	*Cannot calculate*	*Cannot calculate*	*Cannot calculate*	*Cannot calculate*	*Cannot calculate*	*Cannot calculate*	*Cannot calculate*	*Cannot calculate*

New as of 10/1/2023.

Numbers in green italics have been recalculated or weighted based on available totals.

Numbers in green italics have been recalculated or weighted based on available totals.

Q23c: Exit Destination

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	3	3	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	14	7	7	0	0
Safe Haven	0	0	0	0	0
Subtotal - Homeless Situations	17	10	7	0	0
Institutional Situations					
Foster care home or foster care group home	1	1	0	0	0
Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
Jail, prison, or juvenile detention facility	2	2	0	0	0
Long-term care facility or nursing home	1	1	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0	0
Subtotal - Institutional Situations	4	4	0	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless yout	6	2	4	0	0
Residential project or halfway house with no homeless criteria	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0	0
Host Home (non-crisis)	0	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	3	0	3	0	0
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	1	0	1	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
Subtotal - Temporary Situations	10	2	8	0	0
Permanent Situations					
Staying or living with family, permanent tenure	97	19	77	1	0
Staying or living with friends, permanent tenure	37	17	20	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
Rental by client, no ongoing housing subsidy	114	54	60	0	0
Rental by client, with ongoing housing subsidy	102	43	59	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, no ongoing housing subsidy	3	3	0	0	0
Subtotal - Permanent Situations	353	136	216	1	0
Other Situations					
No Exit Interview Completed	39	31	5	0	3
Other	14	7	7	0	0
Deceased	3	3	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Subtotal - Other Situations	56	41	12	0	3
Total	440	193	243	1	3
Total persons exiting to positive housing destinations	361	144	216	1	0
Total persons whose destinations excluded them from the calculatio	4	4	0	0	0
Percentage	*82.80%*	*76.19%*	*88.89%*	*100.00%*	*0%*

Updated 10/1/2023: Rows reordered and grouped differently. Destinations with subsidies are now detailed in Q23d. Existing data has been updated to match new row order and relocated to Q23d as appropriate.
Numbers in green italics have been recalculated or weighted based on available totals.

Q23d: Exit Destination – Subsidy Type of Persons Exiting to Rental by Client With An Ongoing Subsidy

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
GPD TIP housing subsidy	0	0	0	0	0
VASH housing subsidy	0	0	0	0	0
RRH or equivalent subsidy	81	29	52	0	0
HCV voucher (tenant or project based) (not dedicated)	1	1	0	0	0
Public housing unit	4	0	4	0	0
Rental by client, with other ongoing housing subsidy	2	2	0	0	0
Housing Stability Voucher	0	0	0	0	0
Family Unification Program Voucher (FUP)	0	0	0	0	0
Foster Youth to Independence Initiative (FYI)	0	0	0	0	0
Permanent Supportive Housing	10	10	0	0	0
Other permanent housing dedicated for formerly homeless persons	4	1	3	0	0
TOTAL	102	43	59	0	0

New as of 10/1/2023: Existing data from Q23c prior to 10/1/2023 has been relocated to Q23d as appropriate.

Q23e: Exit Destination Type by Race and Ethnicity

	Total	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/o	Multi-racial (does not include Hispanic/Latina/o)	Unknown (Don't Know, Preferred not to Answer, Data not Collected)
Homeless Situations	17	0	0	0	1	0	0	4	12	0	0
Institutional Situations	4	0	0	1	0	0	0	3	0	0	0
Temporary Housing Situations	10	0	0	4	0	0	0	0	6	0	0
Permanent Housing Situations	353	5	0	26	56	0	0	25	238	3	0
Other	56	1	0	3	10	0	1	10	30	0	1
Total	440	6	0	34	67	0	1	42	286	3	1

New as of 10/1/2023.

Q24a: Homelessness Prevention Housing Assessment at Exit

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Able to maintain the housing they had at project start--Without a subsidy	33	20	13	0	0
Able to maintain the housing they had at project start--With the subsidy they had at project start	1	1	0	0	0
Able to maintain the housing they had at project start--With an on-going subsidy acquired since project start	0	0	0	0	0
Able to maintain the housing they had at project start--Only with financial assistance other than a subsidy	5	0	5	0	0
Moved to new housing unit--With on-going subsidy	0	0	0	0	0
Moved to new housing unit--Without an on-going subsidy	1	1	0	0	0
Moved in with family/friends on a temporary basis	0	0	0	0	0
Moved in with family/friends on a permanent basis	0	0	0	0	0
Moved to a transitional or temporary housing facility or program	0	0	0	0	0
Client became homeless – moving to a shelter or other place unfit for human habitation	0	0	0	0	0
Jail/prison	0	0	0	0	0
Deceased	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	3	1	2	0	0
Data not collected (no exit interview completed)	0	0	0	0	0
Total	43	23	20	0	0

Q24e: Sex

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Female	13	7	6	0	0
Male	15	10	5	0	0
Client Doesn’t Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	461	201	256	1	3
Total	489	218	267	1	3

New as of 10/1/2025.

1This lookup is provided by Sage. The CSV upload contains only the response code.

Q25a: Number of Veterans

	Total	Without Children	With Children and Adults	Unknown Household Type
Chronically Homeless Veteran	2	2	0	0
Non-Chronically Homeless Veteran	4	3	1	0
Not a Veteran	305	213	92	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	311	218	93	0

Q26b: Number of Chronically Homeless Persons by Household

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Chronically Homeless	43	43	0	0	0
Not Chronically Homeless	435	175	259	1	0
Client Doesn't Know/Prefers Not to Answer	3	0	0	0	3
Data Not Collected	8	0	8	0	0
Total	489	218	267	1	3

HOPWA Attachments

1. HOPWA CAPER

Please complete for organizations designated to serve as project sponsor, i.e., organizations involved in the direct delivery of services for client households, as defined by 24 CFR 574.3.

Project Sponsor Questions	Responses
What is the organization's name?	
What is the organization's Unique Entity Identifier (UEI)?	
What is the organization's Employer ID Number (EIN) or Tax ID Number (TIN)?	
What is the HOPWA contract amount for this organization?	
What is the organization's business street address?	
In what city is the organization's business address?	
In what county is the organization's business address?	
In what state is the organization's business address?	
What is the organization's business address zip code?	
What is the organization's parent company, if applicable?	
What department administers the organization's grant?	
What is the organization's phone number (including extension)?	
What is the organization's fax number?	
What is the organization's website?	
What is the organization's Facebook page?	
What is the organization's Twitter handle?	
Is this a faith-based organization? **Yes or No.**	
Is this a nonprofit organization? **Yes or No.**	
Is this a grassroots organization? **Yes or No.**	
What are the cities of the organization's primary service area?	
What are the counties of the organization's primary service area?	
In what congressional district is the organization located?	
In what congressional district is the primary service area?	
Is there a waiting list for HOPWA housing subsidy assistance services in the organization's service area? **Yes or No.**	
Provider Non-Direct Service Expenditures	
What were the total HOPWA funds expended for Administration costs?	
How much was expended on Technical Assistance?	
How much was expended on Resource Identification?	

General data note: Do not enter "N/A" or "Not Applicable" - If a row does not apply, please skip and leave blank.

NOTE: The amount in Row 6 should be the amount of HOPWA funds the project sponsor receives from this grantee. It should not include any HOPWA funds received from other grantees.

NOTE: For ***HOPWA GRANTEES ONLY*** who **ALSO** provide direct HOPWA services to HOPWA-eligible individuals:

You do not need to complete Rows 3 - 28: skip and complete Rows 29 & 30 only as applicable, and enter all HOPWA Grantee Admin expenditures in the Grantee workbook only: do not report any Admin expenditures in Row 28 of this tab.

Data Check for Project Sponsors: Rows 12, 15, 17, 18, 28, 29, & 30 need only be filled in if applicable: All other questions are mandatory).

NOTE: for **HOPWA *Project Sponsors:*** if Row 28 is "0", please provide a comment to confirm no Admin expenditures in the "HOPWA Provider" section of "Data Quality Notes" Tab.

Percentage of Total Grant amount expended on	#DIV/0!

NOTE: Project sponsor administrative costs are limited to 7% of the total HOPWA grant award amount they receive. If your administrative costs for the reporting period as calculated in Cell G30 are greater than 7% of the award amount reported for the period, please provide an explanation in "HOPWA Provider" section of the "Data Notes" Tab

Housing Opportunities for Persons With AIDS (HOPWA) Program

Revised: 05/01/2025

Consolidated APR/CAPER– HOPWA Grantee

OMB Approval No. 2506-0133 (Expiration Date: 12/31/2027).

Burden Statement

The purpose of this information collection is to meet the Housing Opportunities for Persons With AIDS (HOPWA) annual reporting requirements. Reporting is required for all HOPWA grantees pursuant to 42 U.S.C. § 12911; 24 CFR §§ 574.520(a) and (b); and 24 CFR § 91.520(f). The information collected on this form is required to obtain a benefit. It will not be confidential. The public reporting burden for this collection of information is estimated to average 40 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the information collection. This includes the time for collecting, reviewing, and reporting the data. HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a currently valid OMB control number. OMB Approval No. 2506-0133 (Expiration Date: 12/31/2027).

Term	Definition
Viral Suppression	When the load or volume of HIV virus present in a person's blood is measured at less than 200 copies per milliliter of blood.
Adjustment for Duplication	Removal of duplicate entries when a household/unit received more than one type of HOPWA assistance, which enables the calculation of unduplicated output totals. For example, if a household received both HOPWA TBRA and HOPWA PHP from the same project sponsor, adjusting for duplication would ensure that household was only counted once when calculating the HOPWA housing subsidy assistance household total.
Administrative Agent	An entity the grantee has selected to carry out administrative activities on behalf of the grantee. When a grantee utilizes another organization to carry out some or all of the grantee's administrative functions, the administrative activities, costs, and terms of payment should be clearly delineated in a contract or other written agreement between the parties. All costs associated with administering the grant, whether incurred by the grantee or the other organization, are subject to the 3% administrative cost limit. For the purposes of HOPWA annual performance reporting, the administrative agent would not complete a separate "Provider Workbook."
Administrative Costs	Costs for general management, oversight, coordination, evaluation, and reporting (24 CFR § 574.3). By statute, grantee administrative costs are limited to 3% of the total grant award, to be expended over the life of the grant. Project sponsor administrative costs are limited to 7% of the portion of the grant amount they receive (42 U.S.C. § 12911).
Anti-Retroviral Therapy	A use of a combination of medications to treat HIV.
Area Median Income (AMI)	The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs including the HOPWA program. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. AMI values vary by location and are published at https://www.huduser.gov/portal/datasets/il.html
Beneficiary(ies)	All members of a household (with or without HIV) who benefitted from HOPWA assistance during the operating year, not including the HOPWA-eligible individual (see definition).
Chronically Homeless Person	A person defined as chronically homeless under 24 CFR 578.3. ((1) A homeless individual with a disability as defined in section 401(9) of the McKinney-Vento Assistance Act (42 U.S.C. 11360(9)) who: a) lives in a place not meant for human habitation, a safe haven, or in an emergency shelter, and b) has been homeless and living as described for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive night of not living as described; (2) An individual who has been residing in an institutional care facility, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria of this definition before entering that facility; or (3) A family with an adult head of household (or, if there is no adult in the family, a minor head of household) who meets all of the criteria of this definition, including a family whose composition has fluctuated while the head of household has been homeless).)
Contractor	A contractor is an entity that receives a legal instrument (contract) by which a grantee or project sponsor purchases property or services needed to carry out the project or program under a Federal award. The purpose of the contract is to obtain goods and services for the grantee/project sponsor's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the grantee and a contractor are when the contractor: provides the goods and services within normal business operations; provides similar goods or services to many different purchasers; normally operates in a competitive environment; provides goods or services that are ancillary to the operation of the HOPWA program; and is not subject to compliance requirements of the HOPWA program as a result of the agreement, though similar requirements may apply for other reasons (2 CFR 200.331(b)). For purposes of HOPWA annual performance reporting, contractors do not submit a separate "Provider Workbook."
Facility-Based Housing Assistance	Leasing, operating, and hotel/motel expenditures to support units or facilities including community residences, SRO dwellings, short-term facilities, project-based rental units, master leased units, and other housing facilities approved by HUD.
Faith-Based Organization	Religious organizations of three types: (1) congregations; (2) national networks, which include national denominations, their social service arms (for example, Catholic Charities, Lutheran Social Services), and networks of related organizations (such as YMCA and YWCA); and (3) freestanding religious organizations, which are incorporated separately from congregations and national networks.
Grassroots Organization	An organization that is headquartered in the local community where it provides services, has a social services budget of $300,000 or less annually, and has six or fewer full-time equivalent employees. Local affiliates of national organizations are not considered "grassroots."
HOPWA-Eligible Individual	The one low-income person with HIV/AIDS who qualifies a household for HOPWA assistance. This person may be considered "Head of Household." A child may also qualify the household for HOPWA assistance. When the annual performance report asks for information on eligible individuals, report on this individual person only. Where there is more than one person with HIV/AIDS in the household, the additional PWH/A(s), would be considered a beneficiary(s).
Housing Information Services	Costs to provide counseling, information, or referral services to assist an eligible person to locate, acquire, finance, and maintain housing (24 CFR § 574.300(b)(1)). Some eligible costs under Housing Information Services include staff time to assist eligible clients in searching for or locating appropriate housing whether HOPWA-subsidized or not; staff time to provide fair housing guidance for eligible households who may encounter discrimination on the basis of race, color, religion, sex,, age, national origin, familial status, or disability; staff time to provide housing counseling to acquire and finance housing; and development and use of Homeless Management Information System (HMIS) elements to coordinate housing assistance for eligible households. HMIS costs billed to housing information services must be pro-rated and not include HMIS reporting. Use of HMIS for reporting purposes is considered an administrative activity and must be billed to administrative costs.
HOPWA Housing Subsidy Assistance Total	The unduplicated number of households receiving housing subsidies (TBRA, STRMU, Permanent Housing Placement services and Master Leasing) and/or residing in units of facilities dedicated to persons living with HIV/AIDS and their families and supported with HOPWA funds during the program year for formula grantees and the operating year for competitive grantees.
Household	A single individual or a family, as defined in 24 CFR 574.3. The term is used for collecting data on changes in income, changes in access to services, receipt of housing information services, and outcomes on achieving housing stability. Live-In Aides (see definition for Live-In Aide) and non-household members (e.g., a shared housing arrangement with a roommate) who resided in the unit are not reported in the annual performance report.
Improved HIV Viral Load	A reduction in the load or volume of HIV present in the HOPWA-eligible individual's blood at the end of the operating year compared to the beginning of the operating year. Most people with HIV/AIDS (PWH) who are engaged in medical care have routine laboratory tests. The HOPWA-eligible individual's two most recent laboratory reports can be used to determine viral load improvement, even if the first laboratory test was performed in a prior operating year.
In-kind Leveraged Resources	These are additional types of support provided to assist HOPWA-eligible individuals such as volunteer services, materials, use of equipment, and building space. The actual value of the support can be the contribution of professional services, based on customary rates for this specialized support, or actual costs contributed from other leveraged resources. In determining a rate for the contribution of volunteer time and services, use the criteria described in 2 CFR part 200. The value of any donated material, equipment, building, or lease should be based on the fair market value at time of donation. Related documentation can be from recent bills of sale, advertised prices, appraisals, or other information for comparable property similarly situated.

Leasing Costs	Costs used to lease all or a portion of a building as needed to provide housing to eligible households. For eligible individuals or families unable to hold leases in their names, funding may be used to "master lease" units, where the eligible households choose the units, the grantee or project sponsor leases the units and pays the full rent to the landlord, and the eligible households pay the grantee or project sponsor the amount required by 24 CFR 574.310(d). This type of master leasing can be administered as "turn-key" housing assistance, to be replaced with Tenant-Based Rental Assistance (TBRA) if the landlord agrees to transfer the lease to the eligible person. Funding may also be used to master lease units to be operated as transitional housing for eligible households. For example, post-incarceration programs often lease a unit to temporarily house an eligible household returning to the community until other more permanent housing arrangements can be made. The lease is always in the organization's name. The furniture, housing equipment, and supplies, eligible under the operating budget line item, belong to the organization and remain in the unit for the next household's use. Eligible leasing costs include the cost to lease a housing facility or scattered-site units, staff time to negotiate lease terms with lessor or landlord, and annual housing inspections to ensure HOPWA habitability standards are met for scattered-site units assisted with Leasing.
Leveraged Funds	The amount of funds expended during the operating year from non-HOPWA federal, state, local, and private sources. Leveraged funds are used to further support HOPWA clients receiving assistance during the operating year for formula grants, or under the applicable competitive grant.
Live-In Aide	A person who resides with the HOPWA-Eligible Individual and who meets the following criteria: (1) is essential to the care and well-being of the person; (2) is not obligated for the support of the person; and (3) would not be living in the unit except to provide the necessary supportive services. See 24 CFR 5.403 and the HOPWA Grantee Oversight Resource Guide for additional reference.
Master Leasing	Applies to the leasing of units of housing (scattered-sites or entire buildings) from a landlord by a nonprofit or public agency that subleases the units to HOPWA-eligible tenants. By assuming the tenancy burden, the agency facilitates housing of clients who may not be able to maintain a lease on their own due to poor credit, evictions, or lack of sufficient income.
Minimum Use Periods	Grantees that used HOPWA funding for new construction, acquisition, conversion, lease, or substantial rehabilitation of a building or structure are required to operate the building or structure for HOPWA-eligible individuals for a 10-year period. In the case of non-substantial rehabilitation or repair of a building or structure, the minimum use period is not less than 3 years. If no further HOPWA funds are used to support the facility, in place of completing the "CAP DEV" tab in the Performance Report Worksheet, the grantee must complete an "Annual Report of Continued Project Operation" throughout the required use periods. This report is found on the "STEWARD" tab of the Grantee Workbook.
Medically Assisted Living Facilities	HOPWA facility-based housing that assists residents with most or all activities of daily living, such as meals, bathing, dressing, and toileting. Regular medical care, supervision, and rehabilitation are also often available.
Operating Costs	Costs of operating a housing facility owned or leased by the grantee or project sponsor, to the extent the costs are necessary to house eligible households. Eligible operating costs include utilities, property insurance, minor repairs, and upkeep of the facility, maintenance both inside and outside the facility, procurement and contracting of services for facility operation or maintenance, furniture and appliances that will remain with the facility, food purchases and kitchen operation for HOPWA household at the facility, and staff time for directing any of the eligible operating costs mentioned above at the facility for eligible households (24 CFR §574.300(b)(8)).
Operating Year – Competitive grantees	HOPWA competitive grants are awarded for a 3-year period of performance with annual performance reports submitted for each of the 3 operating years. The information contained in this performance report should reflect the grantee's operating year with the beginning date determined at the time the grant agreement is signed. Project sponsor accomplishment information must coincide with the operating year this Performance Report covers. Any change to the period of performance requires the approval of HUD by amendment, such as an extension for one additional operating year. A PSH renewal/replacement grant start date would be coordinated with the close out of the existing grant. Grantees with an approved extension period of less than 6 months must submit the Performance Report for the third year of the grant term at the end of the approved extension period and incorporate data from the additional months. Grantees with an approved extension period of 6 months or more must turn in a Performance Report at the end of the operating year and submit a separate extension Performance Report at the end of the extension period.
Operating Year – Formula grantees	HOPWA Formula Grantees follow the Grantee Program Year as established by the Consolidated Planning Processes. All CPD Programs (HOME/ESG/CDBG/HOPWA) use the same 12-month period as their Operating Year for performance reporting. The information contained in each annual performance report must represent a one-year time period of HOPWA program operation that coincides with the grantee's program year. HOPWA Formula Grantees are annually awarded grants with a 3-year period of performance, as established by the Grantee signature date on the Grant Agreement. Since Grant period of performances vary from Fiscal Year to Fiscal Year, and do not necessarily coincide with a Grantee's Operating Year, funds from more than one HOPWA formula grant awarded to the same grantee may be used during an operating year and the annual performance report must capture all formula grant funding used during the operating year. Project sponsor accomplishment information must also align with the operating year the annual performance report covers.
Outcome	The degree to which the HOPWA assisted household has been enabled to establish or maintain a stable living environment in housing that is safe, decent, and sanitary (per the regulations at 24 CFR 574.310(b)) and to reduce the risks of homelessness and improve access to HIV treatment and other health care and support.
Output	The number of units of housing or households that receive HOPWA assistance during the operating year.
Permanent Housing Placement (PHP)	Eligible costs under PHP include security deposits not to exceed two months of rent, rental application fees, credit checks, one-time utility hook-up fees paid directly to the utility company, utility arrears only if the cost is creating a barrier to establishing permanent housing in a new unit, rent arrears only if past due rent debt at a prior unit is a barrier to accessing a new unit, initial housing inspections, reasonable travel costs to units for initial housing inspections, staff time to review and identify causes for eviction and responsibilities of the tenant within the least, staff time for assisting clients with executing the lease, and staff time for resolving landlord issues directly related to the PHP assistance being provided. PHP can be used in conjunction with TBRA where PHP pays the security deposit and TBRA covers ongoing monthly rent payments starting with the first month. PHP must only be used to assist the client in entering permanent housing. PHP must never be used for monthly rent or on-going utility costs where a client is already in permanent housing. Although PHP is included as a supportive service under 24 CFR 574.300(b)(7), HUD has established a dedicated BLI for PHP to distinguish it from other supportive services.
Program Income	As defined in 2 CFR 200.1, program income is income earned by the grantee or project sponsor that is directly generated by a supported activity or earned as a result of the grant during the period of performance (except as provided by 2 CFR 200.307). See grant administration requirements on program income at 2 CFR 200.307 and the Federal award.
Project-Based Rental Assistance (PBRA)	A rental subsidy program that is tied to specific facilities or units owned or controlled by a project sponsor. Assistance is tied directly to the properties and is not portable or transferable.
Project Sponsor Organizations	Per HOPWA regulations at 24 CFR 574.3, any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to provide eligible housing and other support services or administrative services as defined in 24 CFR 574.300. Project Sponsor organizations are required to provide performance data on households served and funds expended.
Resource Identification	Resource identification funds may be used to establish, coordinate, and develop permanent housing assistance resources for eligible persons (including conducting preliminary research and making expenditures necessary to determine the feasibility of specific housing-related initiatives) (24 CFR § 574.300(b)(2)). Activities can include increasing coordination with local initiatives, systems, or strategies (such as the local Continuum of Care or Ryan White Planning Council) to house HOPWA-eligible individuals, development of new housing resources, and conducting community needs assessments to inform system design.
Rural	For purposes of HOPWA reporting, a rural county is a county in which: (1) Has no part of it within an area designated as a standard metropolitan statistical area by the Office of Management and Budget; or (2) Is within an area designated as a metropolitan statistical area or considered as part of a metropolitan statistical area and at least 75% of its population is local on U.S. Census blocks classified as non-urban; or (3) is located in a state that has a population density of less than 30 persons per square mile (as reported in the most recent decennial census), and of which at least 1.25% of the total acreage of such State is under Federal jurisdiction.
Short-Term Rent, Mortgage, and Utility (STRMU) Assistance	Short-term rent, mortgage, and utility payments to prevent the homelessness of the tenant or mortgagor of a dwelling (24 CFR 574.300(b)(6)). Eligible STRMU costs include up to 21 weeks of the HOPWA-eligible individual's rent, mortgage, and/or utility costs, and the costs of staff time to review and determine household's need for STRMU assistance and make the STRMU payments. For the purposes of STRMU assistance, to the extent that taxes, insurance, condominium fees, or other building operation costs are included in the monthly mortgage payment either by federal regulation or the terms of the mortgage, these expenses are eligible to be included in the STRMU mortgage assistance payments. STRMU mortgage assistance for taxes, insurance, or condo fees that are not included on the monthly mortgage statement are not eligible.
Stewardship Units	Units developed with HOPWA, where HOPWA funds were used for acquisition, new construction, and/or rehabilitation that no longer receive operating subsidies from HOPWA. Report information for the units is subject to the 3-year use agreement if rehabilitation is non-substantial and to the 10-year use agreement if rehabilitation is substantial.

Sub-Recipient	For the purposes of the HOPWA program, a sub-recipient is an organization that receives funds under a contract with the project sponsor to carry out eligible HOPWA activities. For the purposes of HOPWA annual performance reporting, a sub-recipient organization does not need to submit a separate "Provider Workbook." The sub-recipient's HOPWA activities should be included in the "Provider Workbook" of the project sponsor with whom they have a contract.
Supportive Services	Costs include providing housing stability services, assistance in gaining access to mainstream resources, public benefits, healthcare and support positive health outcomes. However, health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals. Eligible supportive services costs include staff time to develop, update and review individualized housing and service plans for clients; staff time to connect households to appropriate services and treatment in accordance with their housing and service plans, management-level consultation (case staffing); health and mental health assessment services; direct outpatient treatment by licensed professionals of mental health services; substance use disorder services provided by licensed or certified professionals; individual, family, or group therapy to address co-occurring disorders; nutritional services including food banks, nutritional supplements, and counseling by certified nutrition specialists; life skills trainings such as budgeting resources, resolving conflict, using public transportation, unit maintenance; credit counseling; education services including instruction or training in consumer education, health education, substance use prevention, literacy, English as a Second Language, and General Educational Development (GED); job training or job coaching including resume development; client transportation to and from medical care, employment, child care, or other eligible essential services facilities; and HOPWA provider transportation to meet with clients for supportive service needs (24 CFR §574.300(b)(7)).
Tenant-Based Rental Assistance (TBRA)	TBRA is a rental subsidy program that grantees can provide to help low-income households access affordable housing. HOPWA does not place restrictions on the length of time eligible persons may receive TBRA. Grantees should provide the opportunity for eligible households to transition in place to self-sufficiency or another subsidy. Eligible TBRA costs include rental payments, staff time to verify household income for TBRA assistance, calculation of resident rent payment, monthly rental payments, processing a TBRA rental payment on behalf of the HOPWA-eligible individual, annual housing inspections to ensure HOPWA habitability standards are met for units being assisted with TBRA, reasonable travel costs to units for housing inspections, review of a client's selected unit for rent reasonableness and rent standard, annual recertification for households receiving ongoing TBRA, and staff time for resolving landlord issues directly related to providing the TBRA assistance.
VAWA Internal Emergency Transfers	Per 24 CFR 5.2005e, an internal emergency transfer under the Violence Against Women Act (VAWA) protections refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.
VAWA External Emergency Transfers	Per 24 CFR 5.2005e, an external emergency transfer under the VAWA protections refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process in order to reside in the new unit.
Veteran	A veteran is someone who has served on active duty in the Armed Forces of the United States. This does not include inactive military reserves or the National Guard unless the person was called up to active duty.

Instructions for Completing the HOPWA Provider Performance Report Workbook

What is the HOPWA Provider Performance Report Workbook?

This workbook provides annual performance data for HOPWA activities. This includes outputs (e.g., households served and demographic information), outcomes (e.g., access to care and support outcomes) and expenditures (for HOPWA-eligible costs).
This data will be compiled by the HOPWA Formula or Competitive Grantees, as part of providing annual performance reporting to HUD.

Who completes this form?

This workbook will be completed by **any organization** that conducts any HOPWA activities other than administrative activities. This includes HOPWA Formula or Competitive Grantees that conduct other HOPWA activities besides administrative activities, and the **Project Sponsor** organizations that Grantees contract to provide HOPWA services (as defined in 24 CFR 574.3).
There should be one organization's HOPWA activities reported in each workbook. Each organization should complete a separate performance report workbook that only includes the HOPWA activities conducted by that organization.

What tabs should be completed for this report?

The Performance Report Workbook requires the completion of the following tabs:

- ***DEM (Demographics) & Prior Living (see Note)***
- ***Leveraging***
- ***ATC (Access to Care) & Totals***

ONLY PROJECT SPONSORS* should complete these tabs:

- ***HOPWA Provider***
- ***CONTACT***

*** For *Grantees** that are approved to conduct Resource Identification or Technical Assistance activities* , please report your expenditure amounts for those budget line items in the ***HOPWA Provider tab*** . These are the only cells that you will need to complete in the ***HOPWA Provider*** tab.
Note: Complete Prior Living information only for individuals served by TBRA, P-FBH, ST-TFBH or PHP.

The remaining tabs should **ONLY** be completed **based on HOPWA services provided by the organization completing this workbook.**
Leave tabs untouched if the activity is not provided by the organization.

- ***TBRA (Tenant-Based Rental Assistance)***
- ***P-FBH (Permanent Facility-Based Housing)***
- ***ST-TFBH (Short-Term or Transitional Facility-Based Housing)***
- ***STRMU (Short-Term Rent, Mortgage and Utilities Assistance)***
- ***PHP (Permanent Housing Placement Assistance)***
- ***Housing Info (Housing Information Services)***
- ***Supp Svcs (HOPWA Supportive Services)***
- ***Other Competitive Activity***
- ***CAP DEV (Capital Development)***
- ***VAWA (Housing Transfers for Households Covered by the Violence Against Women Act)***

Important Information

To ensure the integrity of this reporting form, please do not DELETE or ALTER any rows, columns, tabs, or the NAME of the report.
This form requires the entry of data only where applicable, with no other actions required.

1. Enter text in empty cells next to questions.
2. Enter numbers where the entry reads "0" and the answer is an amount greater than zero.

SUBMISSION INSTRUCTIONS

- Once complete, the Project Sponsor should return the entire workbook *to the Grantee* in the manner and timeline prescribed by the Grantee.
- The report MUST be submitted in this Excel format.
- DO NOT alter the name of this file; return it to the Grantee with the file name as provided.
- The Grantee is responsible for reviewing this report and submitting it to HUD. Project Sponsors ***should not*** submit this report to HUD; only to the Grantee.
- The Grantee may be contacted by HUD or a HUD contractor regarding the accuracy of this report.
- Please contact the Grantee if you require support submitting this form.
- Submission of the collection of separate workbook files satisfies the HOPWA annual performance reporting submission requirements to HUD. No additional uploads or submission methods (i.e., eCon Planning Suite, SharePoint, etc.) are required.

Grant ID	Grantee	Sponsor ID	Sponsor	File ID
TXH20F21	EL PASO	S004947A	S004947A_City of El Paso Health Department	25189_06562

Optional Data Quality Notes

Use the space below to add notes about the data provided in the workbook that you would like communicated to your HOPWA grantee or HUD's Office of HIV/AIDS Housing staff. Use the ALT+enter keys to create a return in this section.

GENERAL PROVIDER DATA COMMENTS:

The City of El Paso Department of Public Health-HOPWA Program successfully exceeded its annual Housing Stability Outcome goal by providing services to 89 eligible households. All households (100%) received case management from an assigned case manager, were provided with a housing and budget plan, and either accessed or maintained a source of medical assistance. Since 2016, the program has been offering essential HOPWA services to the El Paso community. In addition to the 89 households, 27 additional beneficiaries/members also benefited from the program, bringing the total number of individuals served to 116. Supportive Services and Case Management remain central to the program's success, offering nutritional support, outreach, and referrals to social services such as mental health care, educational resources, food banks, meal and nutrition programs, and transportation assistance through bus passes. Through comprehensive case management, DPH helps clients achieve housing stability while enhancing access to healthcare. Referrals are coordinated with Ryan White service providers for medical care, as well as mental health counseling, substance use treatment, job training, nutritional services, and education on biomedical interventions including Treatment as Prevention (TasP) and Undetectable = Untransmissible (U=U). To ensure a strong network of support, DPH partners with community organizations and local institutions through memoranda of understanding and inter-local agreements. These collaborations strengthen service delivery and expand resources available to HOPWA clients across El Paso County.

HOPWA PROVIDER TAB DATA COMMENTS:

CONTACT TAB DATA COMMENTS:

DEMOGRAPHICS & PRIOR LIVING TAB (DEM & Prior Living) DATA COMMENTS:

By the end of YR50, a total of 89 clients were enrolled in the HOPWA Program, with 78 of these individuals identifying as Hispanic. In addition, 27 household members or beneficiaries were served, bringing the total number of people impacted to 116. This total reflects not only the direct clients but also their household members, underscoring the program's far-reaching impact on families and communities.

Among the newly enrolled clients, three reported previously renting a room or apartment, five had been staying temporarily in someone else's home, and one individual was experiencing homelessness by residing in a shelter; however, this case did not meet the definition of chronic homelessness. These housing situations highlight the precarious conditions many clients face prior to program entry and illustrate the critical role HOPWA plays in stabilizing housing for vulnerable populations.

Of the 27 household beneficiaries, eight were minors. Their inclusion emphasizes the importance of HOPWA in providing stability not only for individuals living with HIV/AIDS but also for their families, particularly children. By addressing housing needs, the program helps ensure that minors have a safer, more secure environment in which to thrive, while supporting their caregivers in accessing medical care and supportive services.

These outcomes reinforce HOPWA's essential role in reducing housing instability, promoting health equity, and fostering long-term stability for individuals and families affected by HIV/AIDS across the El Paso community.

LEVERAGING AND PROGRAM INCOME TAB DATA COMMENTS:

TENANT-BASED RENTAL ASSISTANCE TAB (TBRA) DATA COMMENTS:

By the end of YR50, a total of 89 clients were enrolled in the HOPWA Program, with program expenditures totaling $652,617. Of these 89 households, 85 reported incomes below 30% of the Area Median Income (AMI), while four reported incomes between 31%–50% of AMI. In total, 116 individuals, including clients and household beneficiaries, were supported in accessing or maintaining a source of income. Despite this, 33 of the 89 clients reported having no income at all. Even with these income challenges, all 89 clients were able to access or maintain medical insurance, ensuring critical healthcare coverage. Every client was also prescribed Anti-Retroviral Therapy (ART), resulting in improved viral load outcomes or viral suppression.
Program retention data further reflect the program's stability and impact: 38 clients have been served for 1–5 years, while 39 households have remained enrolled for over 5 years but less than 10. Looking ahead, 56 enrolled households will continue receiving HOPWA Tenant-Based Rental Assistance (TBRA) into the next year, while 33 households exited the program during this reporting period. Of those who exited, 16 transitioned to another HOPWA housing program, two entered another housing subsidy program, four moved into private housing, two entered jail or prison, four became disconnected, and five clients passed away. These outcomes underscore the program's commitment to long-term housing support, access to healthcare, and stability for individuals and families impacted by HIV/AIDS in the El Paso community.

PERMANENT FACILITY-BASED HOUSING TAB (P-FBH) ASSISTANCE DATA COMMENTS:

SHORT-TERM/TRANSITIONAL FACILITY-BASED HOUSING TAB (ST-TFBH) ASSISTANCE DATA COMMENTS:

SHORT-TERM RENT, MORTGAGE, AND UTILITY TAB (STRMU) ASSISTANCE DATA COMMENTS:

PERMANENT HOUSING PLACEMENT TAB (PHP) DATA COMMENTS:

HOUSING INFORMATION TAB DATA COMMENTS:

SUPPORTIVE SERVICES TAB DATA COMMENTS:

The DPH HOPWA Program provided Supportive Services to all 89 enrolled clients during the reporting period, with total program expenditures of $155,694.72. Each client received case management, while 36 clients accessed transportation services and 17 clients received a utility allowance.

OTHER COMPETITIVE ACTIVITY TAB DATA COMMENTS:

ACCESS TO CARE TAB (ATC & Totals) DATA COMMENTS:

CAPITAL DEVELOPMENT TAB (CAP DEV) DATA COMMENTS:

VIOLENCE AGAINST WOMENT ACT TAB (VAWA) DATA COMMENTS:

Contact Information for your Organization

Only organizations designated as project sponsors (see definition of "Project Sponsor Organization" in Performance Report Cover tab) should complete this tab.

Question	Responses
Contact Information for Primary Program Contact	
What is the Primary Program contact name?	Jacob Ortega
What is the Primary Program contact title?	Program Manager
In what department does the Primary Program contact work?	Department of Public Health
What is the Primary Program contact email?	OrtegaJM@elpasotexas.gov
What is the Primary Program contact phone number (including extension)?	915-212-6593
What is the Primary Program contact fax number?	915-212-0174
Contact Information for Secondary Program Contact	
What is the Secondary Program contact name?	Pilar Hernandez
What is the Secondary Program contact title?	Project Coordinator
In what department does the Secondary Program contact work?	Department of Public Health
What is the Secondary Program contact email?	HernandezMP@elpasotexas.gov
What is the Secondary Program contact phone number (including extension)?	(915) 212-6584
What is the Secondary Program contact fax number?	(915) 212-0174
Contact Information for Individuals Seeking Services	
What is the Services contact name?	Pilar Hernandez
What is the Services contact title?	Project Coordinator
In what department does the Services contact work?	Department of Public Health
What is the Services contact email?	HernandezMP@elpasotexas.gov
What is the Services contact phone number (including extension)?	(915) 212-6584
What is the Services contact fax number?	(915) 212-0174

General data note: Do not enter "N/A" or "Not Applicable" - If a row does not apply, please skip and leave blank.

For **HOPWA *GRANTEES ONLY* who ALSO provided direct HOPWA services:** You do not need to complete this tab.

Data Check for *Project Sponsors* : Rows 9, 16, & 23 need only be completed if applicable. All other contact information is mandatory. Complete even if a contact is duplicated across multiple roles.

This information may be published on HUD websites as a resource for clients seeking services.

Complete the age, sex, race, and ethnicity information for all individuals served with all types of HOPWA assistance.

See totals in rows 27 and 28. **Each number cell must contain a number. If nothing to report, leave the zero.**

A. For each racial category, how many HOPWA-eligible Individuals were	Male				Female				Not Reported				Of the total number of individuals reported for each racial category, how many also identify as Hispanic?
	Younger Than 18	18-30	31-50	51 or Older	Younger Than 18	18-30	31-50	51 or Older	Younger Than 18	18-30	31-50	51 or Older	Total Hispanic
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0
Asian & White	0	0	0	0	0	0	0	0	0	0	0	0	0
Black/African American	0	0	6	3	0	0	0	2	0	0	0	0	0
Black/African American & White	0	0	0	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native	0	0	0	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American	0	0	0	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White	0	0	0	0	0	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Multi-Racial	0	0	0	0	0	0	0	0	0	0	0	0	0
White	0	5	24	33	0	2	7	7	0	0	0	0	78
B. For each racial category, how many other household members (beneficiaries) were	Male				Female				Not Reported				Of the total number of individuals reported for each racial category, how many also identify as Hispanic?
	Younger Than 18	18-30	31-50	51 or Older	Younger Than 18	18-30	31-50	51 or Older	Younger Than 18	18-30	31-50	51 or Older	Total Hispanic
b. Asian	0	0	0	0	0	0	0	0	0	0	0	0	0
b. Asian & White	0	0	0	0	0	0	0	0	0	0	0	0	0
b. Black/African American	1	1	0	1	1	0	0	0	0	0	0	0	0
b. Black/African American & White	0	0	0	0	0	0	0	0	0	0	0	0	0
b. American Indian/Alaskan Native	0	0	0	0	0	0	0	0	0	0	0	0	0
b. American Indian/Alaskan Native & Black/African American	0	0	0	0	0	0	0	0	0	0	0	0	0
b. American Indian/Alaskan Native & White	0	0	0	0	0	0	0	0	0	0	0	0	0
b. Native Hawaiian/Other Pacific Islander	0	0	0	0	0	0	0	0	0	0	0	0	0
b. Other Multi-Racial	0	0	0	0	0	0	0	0	0	0	0	0	0
b. White	8	1	3	3	3	2	2	1	0	0	0	0	23

Total number of HOPWA-eligible individuals served with HOPWA assistance (rows 4-13):	**89**
Total number of other household members (beneficiaries) served with HOPWA assistance (rows 16-25):	**27**
How many other household members (beneficiaries) are HIV+?	1
How many other household members (beneficiaries) are HIV negative or have an unknown HIV status?	26

Data Check: The total in Row 27 must = unduplicated household count across all activities.

Data Check: Sum of 29 & 30 must be = to Row 28

Complete Prior Living Situations for HOPWA-eligible Individuals served by TBRA, P-FBH, ST-TFBH, or PHP	
How many HOPWA-eligible individuals continued receiving HOPWA assistance from the previous year?	80
How many individuals newly receiving HOPWA assistance came from:	
A place not meant for human habitation?	0
An emergency shelter?	1
A transitional housing facility for formerly homeless persons?	0
A permanent housing situation for formerly homeless persons?	0
A psychiatric hospital or other psychiatric facility?	0
A substance abuse facility?	0
A non-psychiatric hospital?	0
A foster care home?	0
Jail, prison, or a juvenile detention facility?	0
A rented room, apartment or house?	3
A house the individual owned?	5
Staying at someone else's house?	0
A hotel or motel paid for by the individual?	0
Any other prior living situation?	0
How many individuals newly receiving HOPWA assistance didn't report or refused to report their prior living situation?	0
How many individuals newly receiving HOPWA assistance during this program year reported a prior living situation of homelessness [place not for human habitation, emergency shelter, transitional housing]:	**1**
Also meet the definition of experiencing chronic homelessness?	0
Also were veterans?	0

Data Check: SUM of rows 32 + 34 through 48 must equal your unduplicated household count for TBRA, P-FBH, ST-TFBH & PHP activities (Do not include Supportive Services or STRMU households in this section).

Data Checks: Row 50 cannot be > Row 49

Row 51 cannot be > Row 49

Report the source(s) of cash or in-kind leveraged federal, state, local or private resources identified in either the Consolidated or Annual Plan (for formula grantees) or the grant proposal/application (for competitive grantees) and used in the delivery of the HOPWA program and the amount of leveraged dollars.

What is the amount and type of leveraged funding that was provided by any of these sources?	Funding for this Report	Was this a Housing Subsidy Assistance? Yes or No.
ESG	0	
HOME	0	
Ryan White	0	
Continuum of Care (CoC)	0	
Low-Income Housing Tax Credit	0	
Housing Choice Voucher Program	0	
Private grants	0	
In-kind resources	0	
Grantee cash	0	
Other types of private or public funding:		
Other FUNDING_1	0	
Other FUNDING_2	0	
Other FUNDING_3	0	
Other FUNDING_4	0	
Other FUNDING_5	0	
Other FUNDING_6	0	
Other FUNDING_7	0	
Other FUNDING_8	0	
Other FUNDING_9	0	
Other FUNDING_10	0	
Other FUNDING_11	0	
Other FUNDING_12	0	
Other FUNDING_13	0	
Other FUNDING_14	0	
Other FUNDING_15	0	
Program Income	**0**	
What was the amount of program income collected from resident rent payments in the program year?	0	
What was the amount of program income collected from other sources (non-resident payments) in the program year?	0	
Uses of Program Income	**0**	
What was the amount of total program income that was spent on housing assistance in the program year?	0	
What was the amount of total program income that was spent on supportive services or other non-housing costs in the program year?	0	
Rent Payments Made by HOPWA Housing Subsidy Assistance Recipients Directly to Private Landlords		
What was the amount of resident rent payment that residents paid directly to private landlords?	0	

Scroll to the bottom of this tab for required Program Income reporting questions.

Complete Rows 3-11 for specific leveraging sources listed in Column A.
Column B: Should be a single dollar amount.
Column C: Should be a "Yes" or "No" response only to indicate whether any of the reported funds were for Housing Subsidy Assistance. Do not add explanations on this tab.

NOTE: Enter any leveraged project sponsor cash in row 11, "Grantee cash."

In rows 13-27, enter other leveraged funds not included in the sources listed Rows 3-11.

Column A: Do not enter anything: you do not need to report the specific source of the leveraged funds.

Column B: Should be a single dollar amount.

Column C: Should have "Yes" or "No" response only as to whether any of the reported funds were for Housing Subsidy Assistance. Do not add explanations or other text.

If P-FBH or ST-TFBH activity reported and Row 29 is "0", provide an explanation in "Leveraging" section of the "Data Quality Notes" Tab
If Subsidy Assistance activity reported and Row 30 is "0", provide an explanation in "Leveraging" section of the "Data Quality Notes" Tab

If TBRA activity reported and Row 35 is "0", provide an explanation in "Leveraging" section of the "Data Quality Notes" Tab

Complete this section for all Households served with HOPWA Tenant-Based Rental Assistance (TBRA) by your organization in the reporting year.	
Question	**This Report**
TBRA Households Served and Expenditures	
How many households were served with HOPWA TBRA assistance?	89
What were the total HOPWA funds expended for TBRA rental assistance?	652,617.00
Other (Non-TBRA) Rental Assistance Households Served and Expenditures (Other Non-TBRA Rental Assistance activities must be approved in the grant agreement).	
How many total households were served with Other (non-TBRA) Rental Assistance?	0
What were the total HOPWA funds expended for Other (non-TBRA) Rental Assistance, as approved in the grant agreement?	0
Describe the Other (non-TBRA) Rental Assistance provided. (150 characters).	
TBRA Household Total (TBRA + Other)	**89**
Income Levels for Households Served by this Activity	**89**
What is the number of households with income below 30% of Area Median Income?	85
What is the number of households with income between 31% and 50% of Area Median Income?	4
What is the number of households with income between 51% and 80% of Area Median Income?	0
Sources of Income for Households Served by this Activity	
How many households accessed or maintained access to the following sources of income in the past year?	**142**
Earned Income from Employment	23

General Data Check: If you report expenditures you must report corresponding households. If you report households, you must report expenditures.

Note: This total should include overhead (staff costs, fringe, etc.).

NOTE: Rows 7-9 should not be completed unless you have been approved by HUD in your grant agreement to carry out these activities. Facilities-based Housing, STRMU & PHP activities should not be reported here.

Income Levels in Rows 12-14:
Data Check: Sum of 12-14 as shown in Row 11 must be = to Row 10.

Sources of Income in Rows 17-29: Report ALL sources of income to HOPWA-eligible households (including those for other household members).

Data Check: Sum of 17-29 as shown in Row 16 must be = or >

Retirement	0
SSI	21
SSDI	20
Other Welfare Assistance (Supplemental Nutrition Assistance Program, WIC, TANF, etc.)	43
Private Disability Insurance	0
Veteran's Disability Payment (service or non-service connected payment)	0
Regular contributions or gifts from organizations or persons not residing in the residence	0
Worker's Compensation	0
General Assistance (GA), or local program	0
Unemployment Insurance	0
Other Sources of Income	2
How many households maintained **no** sources of income?	33
Medical Insurance/Assistance for Households Served by this Activity	
How many households accessed or maintained access to the following sources of medical insurance in the past year?	
MEDICAID Health Program or local program equivalent	16
MEDICARE Health Insurance or local program equivalent	13
Veterans Affairs Medical Services	0
AIDS Drug Assistance Program	0
State Children's Health Insurance Program (SCHIP) or	0
Ryan White-funded Medical or Dental Assistance	89
Health Outcomes for HOPWA-Eligible Individuals Served by this Activity	
How many HOPWA-eligible individuals served with TBRA this year have *ever* been prescribed Anti-Retroviral Therapy?	89

Data Check: Sum of 17-29 as shown in Row 16 must be = or > than Row 10.

Medical Insurance in Rows 32-37: Report ALL of the specific insurance types listed that were accessed by HOPWA-eligible households (including those for other household members). The sum of this section does NOT have to match your household total.

Data Check: If 32-37 are all "0", provide explanation in TBRA section of Data Quality Notes Tab..

NOTE: Health outcomes do NOT have to be supported by labs or other medical documentation. It can be self-report from clients.

Data Check: If 39 and/or 40 are "0"

How many HOPWA-eligible persons served with TBRA have shown an improved viral load or achieved viral suppression?	89
Longevity for Households Served by this Activity	**89**
How many households have been served with TBRA for less than one year?	18
How many households have been served with TBRA for more than one year, but less than five years?	39
How many households have been served with TBRA for more than five years, but less than 10 years?	32
How many households have been served with TBRA for more than 10 years, but less than 15 years?	0
How many households have been served with TBRA for more than 15 years?	0
Housing Outcomes for Households Served by this Activity	**89**
How many households continued receiving HOPWA TBRA assistance into the next year?	56
How many households exited to other HOPWA housing programs?	16
How many households exited to other housing subsidy programs?	2
How many households exited to an emergency shelter?	0
How many households exited to private housing?	4
How many households exited to transitional housing (time limited - up to 24 months)?	0
How many households exited to an institutional arrangement expected to last less than six months?	0
How many households exited to institutional arrangement expected to last more than six months?	0
How many households exited to a jail/prison term expected to last less than six months?	0

Data Check: If 39 and/or 40 are "0", provide explanation in TBRA section of Data Quality Notes Tab.

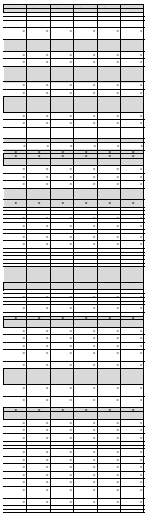
Longevity in Rows 42-46:

Data Check: Sum of 42-46 as shown in Row 41 Must be = to Row 10.

Housing Outcomes in Rows 48-61:

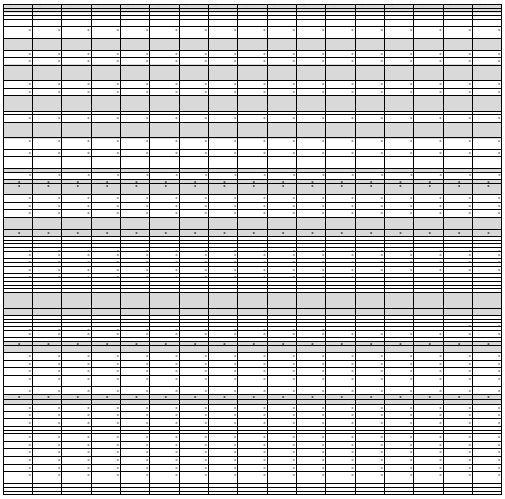
Data Check: Sum of 48-61 as shown in Row 47 Must be = to Row 10.

How many households exited to a jail/prison term expected to last more than six months?	2
How many households exited to a situation that isn't transitional, but is not expected to last more than 90 days and their housing situation after those 90 days is uncertain?	0
How many households exited to a place not meant for human habitation?	0
How many households were disconnected from care?	4
How many of the HOPWA eligible individuals died?	5



Complete shaded rows for Families, Households served within the Public Years or Transitional Living Based Housing, delivered by your organization in the reporting year. Refer to the tab for Key Data Definitions and Examples. Do not include Permanent Supportive Housing Units. Do not include Affordable Housing Units. Do not include Emergency Shelter, Short-term Housing, and Outreach. Do not include Rent Supplements, Shelter Allowances, or Housing Allowances.	Accommodation (Rent in Dynes-typed Transitional Housing owned and operated by Homes Ltd., if you report this monthly, you must report in quarterly forms)	Please see any columns for families. If more columns are needed, please contact the HIFIVE Indicator Team.

| | | |



Complete this section for all Households served with HOPWA Short-Term Rent, Mortgage, and Utilities Assistance (STRMU) by your organization in the reporting year.

Question	This Report
Households Served by this Activity - STRMU Breakdown	
a. How many households were served with STRMU mortgage assistance **only**?	0
b. How many households were served with STRMU rental assistance **only**?	0
c. How many households were served with STRMU utilities assistance **only**?	0
d. How many households received more than one type of STRMU assistance?	0
STRMU Households Total	**0**
STRMU Expenditures	
What were the HOPWA funds expended for the following budget line items?	
STRMU mortgage assistance	0
STRMU rental assistance	0
STRMU utility assistance	0
Total STRMU Expenditures	**0**
Income Levels for Households Served by this Activity	**0**
What is the number of households with income below 30% of Area Median Income?	0
What is the number of households with income between 31% and 50% of Area Median Income?	0
What is the number of households with income between 51% and 80% of Area Median Income?	0
Sources of Income for Households Served by this Activity	
How many households accessed or maintained access to the following sources of income in the past year?	**0**
Earned Income from Employment	0
Retirement	0
SSI	0
SSDI	0
Other Welfare Assistance (Supplemental Nutrition	0
Private Disability Insurance	0
Veteran's Disability Payment (service or non-service	0
Regular contributions or gifts from organizations or	0
Worker's Compensation	0
General Assistance (GA), or local program	0
Unemployment Insurance	0
Other Sources of Income	0
How many households maintained **no** sources of income?	0
Medical Insurance/Assistance for Households Served by this Activity	
How many households accessed or maintained access to the following sources of medical insurance in the past year?	
MEDICAID Health Program or local program equivalent	0
MEDICARE Health Insurance or local program equivalent	0
Veterans Affairs Medical Services	0
AIDS Drug Assistance Program	0
State Children's Health Insurance Program (SCHIP) or local program equivalent	0
Ryan White-funded Medical or Dental Assistance	0
Longevity for Households Served by this Activity	**0**

General Data Check: If you report expenditures you must report corresponding households. If you report households, you must report expenditures.

This total should include overhead (staff costs, fringe, etc.). **NOTE:** The grantee determines how to report/distribute overhead costs (i.e., all overhead included in one row, or divided across categories with expenditures). All sponsors should report in the same manner.

Income Levels in Rows 16-18:
Data Check: Sum of 16-18 as shown in Row 15 must be = to Row 8

Income Sources in Rows 21-33:
Report ALL sources of income for HOPWA-eligible households (including those for other household members).

Data Check: Sum of 21-33 as shown in Row 20 must be = to or > than Row 8

Medical Insurance in Rows 36-41: Report ALL of the specific insurance types listed that were accessed by HOPWA-eligible households (including those for other household members). The sum of this section does NOT have to match your household total.

Data Check: If 36-41 are all "0", provide explanation in TBRA section of Data Quality Notes Tab.

How many households have been served by STRMU for the first time this year?	0
How many households also received STRMU assistance during the previous STRMU eligibility period?	0
How many households received STRMU assistance **more than twice** during the previous five eligibility periods?	0
How many households received STRMU assistance during the last five **consecutive** eligibility periods?	0
Housing Outcomes for Households Served by this Activity	**0**
How many households continued receiving this type of HOPWA assistance into the next year?	0
How many households exited to other HOPWA housing programs?	0
How many households exited to other housing subsidy programs?	0
How many households exited to an emergency shelter?	0
How many households served with STRMU were able to maintain a private housing situation without subsidy?	0
How many households exited to transitional housing (time limited - up to 24 months)?	0
How many households exited to institutional arrangement expected to last less than six months?	0
How many households exited to institutional arrangement expected to last more than six months?	0
How many households exited to a jail/prison term expected to last less than six months?	0
How many households exited to a jail/prison term expected to last more than six months?	0
How many households exited to a situation that isn't transitional, but is not expected to last more than 90 days and their housing situation after those 90 days is uncertain?	0
How many households exited to a place not meant for human habitation?	0
How many households were disconnected from care?	0
How many of the HOPWA eligible individuals died?	0

Longevity in Rows 43-46:
The total of this section does NOT have to match your household total for this activity.

Data Check: Individually, Rows 44-46 cannot be > than Row 8

Housing Outcomes in Rows 48-61:

Data Check: Sum of 48-61 as shown in Row 47 must be = to Row 8

Complete this section for all Households served with HOPWA Permanent Housing Placement (PHP) assistance by your organization in the reporting year.

Question	This Report
Households Served by this Activity	
How many households were served with PHP assistance?	0
PHP Expenditures for Households Served by this Activity	
What were the HOPWA funds expended for PHP?	0
Sources of Income for Households Served by this Activity	
How many households accessed or maintained access to the following sources of income in the past year?	**0**
Earned Income from Employment	0
Retirement	0
SSI	0
SSDI	0
Other Welfare Assistance (Supplemental Nutrition Assistance Program, WIC, TANF, etc.)	0
Private Disability Insurance	0
Veteran's Disability Payment (service or non-service connected payment)	0
Regular contributions or gifts from organizations or persons not residing in the residence	0
Worker's Compensation	0
General Assistance (GA), or local program	0
Unemployment Insurance	0
Other Sources of Income	0
How many households maintained **no** sources of income?	0
Medical Insurance/Assistance for Households Served by this Activity	
How many households accessed or maintained access to the following sources of medical insurance in the past year?	
MEDICAID Health Program or local program equivalent	0
MEDICARE Health Insurance or local program equivalent	0
Veterans Affairs Medical Services	0
AIDS Drug Assistance Program	0
State Children's Health Insurance Program (SCHIP) or local program equivalent	0
Ryan White-funded Medical or Dental Assistance	0
Housing Outcomes for Households Served by this Activity	**0**
In the context of PHP, "exited" means the housing situation into which the household was placed using the PHP assistance.	
How many households exited to other HOPWA housing programs?	0
How many households exited to other housing subsidy programs?	0
How many households exited to private housing?	0

General Data Check: If you report expenditures you must report corresponding households. If you report households, you must report expenditures.

The total in Row 6 should include overhead (staff costs, fringe, etc.).

Income Sources in Rows 9-21:
Report ALL sources of income for HOPWA-eligible households (including those for other household members).

Data Check: Sum of 9-21 as shown in Row 8 must be = to or > than Row 4

Medical Insurance in Rows 24-29: Report ALL of the specific insurance types listed that were accessed by HOPWA-eligible households (including those for other household members). The sum of this section does NOT have to match your household total.

Data Check: If 24-29 are all "0", provide explanation in "PHP" section of "Data Quality Notes" Tab.

Housing Outcomes in Rows 32-34:
Data Check: Sum of 32-34 as shown in Row 30 must be = to Row 4: if not, provide explanation in "PHP" section of "Data Quality Notes" Tab.

Complete for all households served with HOPWA-funded Housing Information Services by your organization in the reporting year.

See definition of "Housing Information Services" on "Performance Report Cover" tab.

Question	This Report
Households Served by this Activity	
How many households were served with housing information services?	0
Housing Information Services Expenditures	
What were the HOPWA funds expended for Housing Information Services?	0

General Data Check: If you report expenditures you must report corresponding households. If you report households, you must report expenditures.

NOTE: The total in Row 6 should include overhead (staff costs, fringe, etc.).

Complete for all households served with HOPWA funded Supportive Services by your organization in the reporting year.

Note that this table also collects HOPWA Supportive Service expenditures.

Questions	This Report	
Households and Expenditures for Supportive Service Types	**Number of Households**	**Expenditures**
What were the expenditures and number of households for each of the following types of supportive services in the program year?		
Adult Day Care and Personal Assistance	0	0
Alcohol-Drug Abuse	0	0
Child Care	0	0
Case Management	89	144,511.07
Education	0	0
Employment Assistance and Training	0	0
Health/Medical Services	0	0
Legal Services	0	0
Life Skills Management	0	0
Meals/Nutritional Services	0	0
Mental Health Services	0	0
Outreach	0	0
Transportation	36	3,552
Any other type of HOPWA funded, HUD approved supportive service?	17	7,631.65
What were the other type(s) of supportive services provided? (150 characters)	Utility Allowance	
Deduplication of Supportive Services		
How many households received more than one of any type of Supportive Services?	53	

Deduplicated Supportive Services Houshold Total (based on amounts reported in Rows 5-21 above):	**89**	

General Data Check: If you report expenditures you must report corresponding households. If you report households, you must report expenditures.

Column B: enter the unduplicated number of households served by each typr of **HOPWA-FUNDED** Supportive Services

Column C: Report all HOPWA expenditures associated with delivering each type of **HOPWA-FUNDED** Supportive Servces. This total should include overhead (staff costs, fringe, etc.).

NOTE: The grantee can determine how to report/distribute overhead costs (i.e., all overhead included in one row, or divided across categories with expenditures. All sponsors should report in the same manner.

Data Check: If your unduplicated household total calculated in Cell B23 appears incorrect, adjust Row 21.

Only Competitive Grantees with an "Other Housing Activity" approved in their grant agreement should complete this tab.

"Other" Housing Activities -- Households and Expenditures Served by this Activity	This Report
How many households were served with "Other Housing Activity" assistance?	0
What were the HOPWA funds expended for "Other Housing Activity" assistance?	0
What is the "Other" HOPWA budget line item approved in the grant agreement? (150 characters)	

General Data Check: If you report expenditures you must report corresponding households. If you report households, you must report expenditures.

Complete this tab ONLY if you have been approved by HUD in your grant agreement to carry our "Other Housing Activities."

The total in Row 4 should include overhead (staff costs, fringe, etc.).

Activity Review	TBRA	P-FBH	ST-TFBH	STRMU	PHP	Housing Info	SUPP SVC	Other Competitive Activity
Total Households Served in ALL Activities from this report *for each Activity* .	89	0	0	0	0	0	89	0

Housing Subsidy Assistance Household Count Deduplication	
Total Housing Subsidy Assistance (from the TBRA, P-FBH, ST-TFBH, STRMU, PHP, Other Competitive Activity counts above)	**89**
How many households received more than one type of HOPWA Housing Subsidy Assistance for TBRA, P-FBH, ST-TFBH, STRMU, PHP, Other Competitive Activity?	0
Total Unduplicated Housing Subsidy Assistance Household Count	**89**

Data Check: The highest unduplicated activity total shown in row 2 on this ATC tab must be equal to or less than the HOPWA-Eligible individual total reported in row 27 on the DEM & Prior Living Tab. The HOPWA-Eiligble individual total from row 27 is also shown directly to the right for your reference.

DEM tab, row 27:
89

Access to Care (ATC)

Complete HOPWA Outcomes for Access to Care and Support for all households served with HOPWA housing assistance and "other competitive activities" in the reporting year.

Questions	This Report
How many households had contact with a case manager?	89
How many households developed a housing plan for maintaining or establishing stable housing?	89
How many households accessed and maintained medical insurance and/or assistance?	89
How many households had contact with a primary health care provider?	89
How many households accessed or maintained qualification for sources of income?	48
How many households obtained/maintained an income-producing job during the program year (with or without any HOPWA-related assistance)?	23

Rows 10-15: Data Checks:
The values entered in each of these rows individually cannot be greater than the value calculated in Row 6.

If insurance or income were reported on any of the activity tabs, Rows 12 & 14 should be completed accordingly.

If all Rows are "0", provide explanation in Access to Care section of Data Quality Notes Tab.

Reminders: 1. Contact with a case manager does not have to be a HOPWA-funded case manager.

2. Access to medical insurance can include those who accessed other types of insurance not included in the activity tabs.

Subsidy Assistance with Supportive Service, Funded Case Management

Questions	This Report
How many households received any type of HOPWA Housing Subsidy Assistance **and** HOPWA Funded Case Management?	89
How many households received any type of HOPWA Housing Subsidy Assistance **and** HOPWA Supportive Services?	89

Data Check: Individually, Rows 18 & 19 cannot be > than the lesser of Cells H2 or B6.

In Rows 18 & 19, report on Housing Subsidy Assistance households as calculated in Row 6 ONLY.

Case management is a supportive service; therefore, all individuals reported in Row 18 should be included in total reported in Row 19.

Complete for all households who requested Violence Against Women Act (VAWA) protections per 24 CFR 5.2005 with your organization in the reporting year.	
Question	**This Report**
How many **internal** emergency transfers were requested?	0
How many **internal** emergency transfers were granted?	0
How many **external** emergency transfers were requested?	0
How many **external** emergency transfers were granted?	0
How many emergency transfers were denied?	0

If you have this data, please complete Rows 3-7. If you do not have this data, it is currently NOT an error to leave this chart blank.

Narrative Questions: Any information provided in this tab could be used for monitoring grant compliance with HOPWA requirements and Executive Orders.	**Response - Maximum 4,000 characters for each question.**	Character Count
Provide a maximum of 4,000 characters narrative summarizing major achievements and highlights that were proposed and completed during the program year. Include a brief description of the grant organization, area of service, and an overview of the range/type of housing activities provided. This overview may be used for public information, including posting on HUD's website.	New for this year, a major achievement was adding a project sponsor (Project Amistad) to its HOPWA program. Along with Project Amistad, the City of El Paso HOPWA program served 116 clients with rental assistance as well as their 31 beneficiaries. As the only jurisdiction within the MSA that submits a Consolidated Plan to HUD, the City of El Paso's HOPWA program serves the entire county (excluding TBRA). Specifically, the City's Department of Community and Human Development (DCHD) receives HOPWA as part of is HUD Entitlement and the City's Department of Public Health (DPH)—specifically its HIV/STD unit—implements the program. The city of El Paso lies north of the U.S.-Mexico border in the farthest west tip of Texas and, per the 2020 Census, has a population just	1024
Assess your program's success in enabling HOPWA beneficiaries to establish and/or better maintain a stable living environment in housing that is safe, decent, and sanitary, and improve access to care. Compare current year results to baseline results for clients. Describe how program activities/projects contributed to meeting stated goals. If program did not achieve expected targets, please describe how your program plans to address challenges in program implementation and the steps currently being taken to achieve goals in next operating year. If your program exceeded program targets, please describe strategies the program utilized and how those contributed to program successes.	The programs funded by the grantee enabled 116 households to establish and/or better maintain stable living environments. Both HOPWA programs met their respective targets for number of households served. Given that this was the grantee's first year funding *two* programs, the newer program inherited 16 of the grantee's clients, and a majority of the grantee's clients carried over from the previous program year. That said, one assisted household reported an emergency shelter as their prior living situation.	509
Describe significant accomplishments or challenges in achieving the number of housing units supported and the number households assisted with HOPWA funds during this operating year compared to plans for this assistance, as approved in the Consolidated Plan/Action Plan. Describe how HOPWA funds were distributed during your operating year among different categories of housing and geographic areas to address needs throughout the grant service area, consistent with approved plans.	A significant accomplishment was exceeding the number of households assisted w/HOPWA assistance stated in the Consolidated and Action Plans. The bulk of funds went to TBRA and the remainder (less the maximum allowed administration costs) went to supportive services.	266
Report on program coordination with other mainstream housing and supportive services resources, including the use of committed leveraging from other public and private sources that helped to address needs for eligible persons identified in the Consolidated Plan/Strategic Plan.	The program's coordination with other mainstream services/resources was based on addressing clients' social determinants of health. The program coordinated with other supportive services to ensure that its beneficiaries received the assistance they needed. The	751
Describe any trends in the community that may affect the way in which the needs of persons living with HIV/AIDS are being addressed, and provide any other information important to the future provision of services to this population. Identify any evaluations, studies, or other assessments of the HOPWA program that are available to the public.	The program served a largely male population. City caseworkers observed a noticeable number of clients experiencing tighter economic conditions due to reductions in/discontinuing of benefits and job loss and/or other reductions to income. Consequently, clients found themselves having to decide between essentials such as food and medication. Caseworkers responded by referring these clients to additional resources such as the Texas Workforce Commission, food banks and the local housing authority. These circumstances suggest a need for additional support, particularly so clients do not have to forgo their health/medical care in order to buy food, pay rent, etc.	666

Housing Opportunities for Persons With AIDS (HOPWA) Program

Revised: 05/01/2025

Consolidated APR/CAPER– HOPWA Grantee

OMB Approval No. 2506-0133 (Expiration Date: 12/31/2027).

Burden Statement

The purpose of this information collection is to meet the Housing Opportunities for Persons With AIDS (HOPWA) annual reporting requirements. Reporting is required for all HOPWA grantees pursuant to 42 U.S.C. § 12911; 24 CFR §§ 574.520(a) and (b); and 24 CFR § 91.520(f). The information collected on this form is required to obtain a benefit. It will not be confidential. The public reporting burden for this collection of information is estimated to average 40 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the information collection. This includes the time for collecting, reviewing, and reporting the data. HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a currently valid OMB control number. OMB Approval No. 2506-0133 (Expiration Date: 12/31/2027).

Term	Definition
Viral Suppression	When the load or volume of HIV virus present in a person's blood is measured at less than 200 copies per milliliter of blood.
Adjustment for Duplication	Removal of duplicate entries when a household/unit received more than one type of HOPWA assistance, which enables the calculation of unduplicated output totals. For example, if a household received both HOPWA TBRA and HOPWA PHP from the same project sponsor, adjusting for duplication would ensure that household was only counted once when calculating the HOPWA housing subsidy assistance household total.
Administrative Agent	An entity the grantee has selected to carry out administrative activities on behalf of the grantee. When a grantee utilizes another organization to carry out some or all of the grantee's administrative functions, the administrative activities, costs, and terms of payment should be clearly delineated in a contract or other written agreement between the parties. All costs associated with administering the grant, whether incurred by the grantee or the other organization, are subject to the 3% administrative cost limit. For the purposes of HOPWA annual performance reporting, the administrative agent would not complete a separate "Provider Workbook."
Administrative Costs	Costs for general management, oversight, coordination, evaluation, and reporting (24 CFR § 574.3). By statute, grantee administrative costs are limited to 3% of the total grant award, to be expended over the life of the grant. Project sponsor administrative costs are limited to 7% of the portion of the grant amount they receive (42 U.S.C. § 12911).
Anti-Retroviral Therapy	A use of a combination of medications to treat HIV.
Area Median Income (AMI)	The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs including the HOPWA program. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. AMI values vary by location and are published at https://www.huduser.gov/portal/datasets/il.html
Beneficiary(ies)	All members of a household (with or without HIV) who benefitted from HOPWA assistance during the operating year, not including the HOPWA-eligible individual (see definition).
Chronically Homeless Person	A person defined as chronically homeless under 24 CFR 578.3. ((1) A homeless individual with a disability as defined in section 401(9) of the McKinney-Vento Assistance Act (42 U.S.C. 11360(9)) who: a) lives in a place not meant for human habitation, a safe haven, or in an emergency shelter, and b) has been homeless and living as described for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive night of not living as described; (2) An individual who has been residing in an institutional care facility, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria of this definition before entering that facility; or (3) A family with an adult head of household (or, if there is no adult in the family, a minor head of household) who meets all of the criteria of this definition, including a family whose composition has fluctuated while the head of household has been homeless).)
Contractor	A contractor is an entity that receives a legal instrument (contract) by which a grantee or project sponsor purchases property or services needed to carry out the project or program under a Federal award. The purpose of the contract is to obtain goods and services for the grantee/project sponsor's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the grantee and a contractor are when the contractor: provides the goods and services within normal business operations; provides similar goods or services to many different purchasers; normally operates in a competitive environment; provides goods or services that are ancillary to the operation of the HOPWA program; and is not subject to compliance requirements of the HOPWA program as a result of the agreement, though similar requirements may apply for other reasons (2 CFR 200.331(b)). For purposes of HOPWA annual performance reporting, contractors do not submit a separate "Provider Workbook."
Facility-Based Housing Assistance	Leasing, operating, and hotel/motel expenditures to support units or facilities including community residences, SRO dwellings, short-term facilities, project-based rental units, master leased units, and other housing facilities approved by HUD.
Faith-Based Organization	Religious organizations of three types: (1) congregations; (2) national networks, which include national denominations, their social service arms (for example, Catholic Charities, Lutheran Social Services), and networks of related organizations (such as YMCA and YWCA); and (3) freestanding religious organizations, which are incorporated separately from congregations and national networks.
Grassroots Organization	An organization that is headquartered in the local community where it provides services, has a social services budget of $300,000 or less annually, and has six or fewer full-time equivalent employees. Local affiliates of national organizations are not considered "grassroots."
HOPWA-Eligible Individual	The one low-income person with HIV/AIDS who qualifies a household for HOPWA assistance. This person may be considered "Head of Household." A child may also qualify the household for HOPWA assistance. When the annual performance report asks for information on eligible individuals, report on this individual person only. Where there is more than one person with HIV/AIDS in the household, the additional PWH/A(s), would be considered a beneficiary(s).
Housing Information Services	Costs to provide counseling, information, or referral services to assist an eligible person to locate, acquire, finance, and maintain housing (24 CFR § 574.300(b)(1)). Some eligible costs under Housing Information Services include staff time to assist eligible clients in searching for or locating appropriate housing whether HOPWA-subsidized or not; staff time to provide fair housing guidance for eligible households who may encounter discrimination on the basis of race, color, religion, sex,, age, national origin, familial status, or disability; staff time to provide housing counseling to acquire and finance housing; and development and use of Homeless Management Information System (HMIS) elements to coordinate housing assistance for eligible households. HMIS costs billed to housing information services must be pro-rated and not include HMIS reporting. Use of HMIS for reporting purposes is considered an administrative activity and must be billed to administrative costs.
HOPWA Housing Subsidy Assistance Total	The unduplicated number of households receiving housing subsidies (TBRA, STRMU, Permanent Housing Placement services and Master Leasing) and/or residing in units of facilities dedicated to persons living with HIV/AIDS and their families and supported with HOPWA funds during the program year for formula grantees and the operating year for competitive grantees.
Household	A single individual or a family, as defined in 24 CFR 574.3. The term is used for collecting data on changes in income, changes in access to services, receipt of housing information services, and outcomes on achieving housing stability. Live-In Aides (see definition for Live-In Aide) and non-household members (e.g., a shared housing arrangement with a roommate) who resided in the unit are not reported in the annual performance report.
Improved HIV Viral Load	A reduction in the load or volume of HIV present in the HOPWA-eligible individual's blood at the end of the operating year compared to the beginning of the operating year. Most people with HIV/AIDS (PWH) who are engaged in medical care have routine laboratory tests. The HOPWA-eligible individual's two most recent laboratory reports can be used to determine viral load improvement, even if the first laboratory test was performed in a prior operating year.
In-kind Leveraged Resources	These are additional types of support provided to assist HOPWA-eligible individuals such as volunteer services, materials, use of equipment, and building space. The actual value of the support can be the contribution of professional services, based on customary rates for this specialized support, or actual costs contributed from other leveraged resources. In determining a rate for the contribution of volunteer time and services, use the criteria described in 2 CFR part 200. The value of any donated material, equipment, building, or lease should be based on the fair market value at time of donation. Related documentation can be from recent bills of sale, advertised prices, appraisals, or other information for comparable property similarly situated.

Leasing Costs	Costs used to lease all or a portion of a building as needed to provide housing to eligible households. For eligible individuals or families unable to hold leases in their names, funding may be used to "master lease" units, where the eligible households choose the units, the grantee or project sponsor leases the units and pays the full rent to the landlord, and the eligible households pay the grantee or project sponsor the amount required by 24 CFR 574.310(d). This type of master leasing can be administered as "turn-key" housing assistance, to be replaced with Tenant-Based Rental Assistance (TBRA) if the landlord agrees to transfer the lease to the eligible person. Funding may also be used to master lease units to be operated as transitional housing for eligible households. For example, post-incarceration programs often lease a unit to temporarily house an eligible household returning to the community until other more permanent housing arrangements can be made. The lease is always in the organization's name. The furniture, housing equipment, and supplies, eligible under the operating budget line item, belong to the organization and remain in the unit for the next household's use. Eligible leasing costs include the cost to lease a housing facility or scattered-site units, staff time to negotiate lease terms with lessor or landlord, and annual housing inspections to ensure HOPWA habitability standards are met for scattered-site units assisted with Leasing.
Leveraged Funds	The amount of funds expended during the operating year from non-HOPWA federal, state, local, and private sources. Leveraged funds are used to further support HOPWA clients receiving assistance during the operating year for formula grants, or under the applicable competitive grant.
Live-In Aide	A person who resides with the HOPWA-Eligible Individual and who meets the following criteria: (1) is essential to the care and well-being of the person; (2) is not obligated for the support of the person; and (3) would not be living in the unit except to provide the necessary supportive services. See 24 CFR 5.403 and the HOPWA Grantee Oversight Resource Guide for additional reference.
Master Leasing	Applies to the leasing of units of housing (scattered-sites or entire buildings) from a landlord by a nonprofit or public agency that subleases the units to HOPWA-eligible tenants. By assuming the tenancy burden, the agency facilitates housing of clients who may not be able to maintain a lease on their own due to poor credit, evictions, or lack of sufficient income.
Minimum Use Periods	Grantees that used HOPWA funding for new construction, acquisition, conversion, lease, or substantial rehabilitation of a building or structure are required to operate the building or structure for HOPWA-eligible individuals for a 10-year period. In the case of non-substantial rehabilitation or repair of a building or structure, the minimum use period is not less than 3 years. If no further HOPWA funds are used to support the facility, in place of completing the "CAP DEV" tab in the Performance Report Worksheet, the grantee must complete an "Annual Report of Continued Project Operation" throughout the required use periods. This report is found on the "STEWARD" tab of the Grantee Workbook.
Medically Assisted Living Facilities	HOPWA facility-based housing that assists residents with most or all activities of daily living, such as meals, bathing, dressing, and toileting. Regular medical care, supervision, and rehabilitation are also often available.
Operating Costs	Costs of operating a housing facility owned or leased by the grantee or project sponsor, to the extent the costs are necessary to house eligible households. Eligible operating costs include utilities, property insurance, minor repairs, and upkeep of the facility, maintenance both inside and outside the facility, procurement and contracting of services for facility operation or maintenance, furniture and appliances that will remain with the facility, food purchases and kitchen operation for HOPWA household at the facility, and staff time for directing any of the eligible operating costs mentioned above at the facility for eligible households (24 CFR §574.300(b)(8)).
Operating Year – Competitive grantees	HOPWA competitive grants are awarded for a 3-year period of performance with annual performance reports submitted for each of the 3 operating years. The information contained in this performance report should reflect the grantee's operating year with the beginning date determined at the time the grant agreement is signed. Project sponsor accomplishment information must coincide with the operating year this Performance Report covers. Any change to the period of performance requires the approval of HUD by amendment, such as an extension for one additional operating year. A PSH renewal/replacement grant start date would be coordinated with the close out of the existing grant. Grantees with an approved extension period of less than 6 months must submit the Performance Report for the third year of the grant term at the end of the approved extension period and incorporate data from the additional months. Grantees with an approved extension period of 6 months or more must turn in a Performance Report at the end of the operating year and submit a separate extension Performance Report at the end of the extension period.
Operating Year – Formula grantees	HOPWA Formula Grantees follow the Grantee Program Year as established by the Consolidated Planning Processes. All CPD Programs (HOME/ESG/CDBG/HOPWA) use the same 12-month period as their Operating Year for performance reporting. The information contained in each annual performance report must represent a one-year time period of HOPWA program operation that coincides with the grantee's program year. HOPWA Formula Grantees are annually awarded grants with a 3-year period of performance, as established by the Grantee signature date on the Grant Agreement. Since Grant period of performances vary from Fiscal Year to Fiscal Year, and do not necessarily coincide with a Grantee's Operating Year, funds from more than one HOPWA formula grant awarded to the same grantee may be used during an operating year and the annual performance report must capture all formula grant funding used during the operating year. Project sponsor accomplishment information must also align with the operating year the annual performance report covers.
Outcome	The degree to which the HOPWA assisted household has been enabled to establish or maintain a stable living environment in housing that is safe, decent, and sanitary (per the regulations at 24 CFR 574.310(b)) and to reduce the risks of homelessness and improve access to HIV treatment and other health care and support.
Output	The number of units of housing or households that receive HOPWA assistance during the operating year.
Permanent Housing Placement (PHP)	Eligible costs under PHP include security deposits not to exceed two months of rent, rental application fees, credit checks, one-time utility hook-up fees paid directly to the utility company, utility arrears only if the cost is creating a barrier to establishing permanent housing in a new unit, rent arrears only if past due rent debt at a prior unit is a barrier to accessing a new unit, initial housing inspections, reasonable travel costs to units for initial housing inspections, staff time to review and identify causes for eviction and responsibilities of the tenant within the least, staff time for assisting clients with executing the lease, and staff time for resolving landlord issues directly related to the PHP assistance being provided. PHP can be used in conjunction with TBRA where PHP pays the security deposit and TBRA covers ongoing monthly rent payments starting with the first month. PHP must only be used to assist the client in entering permanent housing. PHP must never be used for monthly rent or on-going utility costs where a client is already in permanent housing. Although PHP is included as a supportive service under 24 CFR 574.300(b)(7), HUD has established a dedicated BLI for PHP to distinguish it from other supportive services.
Program Income	As defined in 2 CFR 200.1, program income is income earned by the grantee or project sponsor that is directly generated by a supported activity or earned as a result of the grant during the period of performance (except as provided by 2 CFR 200.307). See grant administration requirements on program income at 2 CFR 200.307 and the Federal award.
Project-Based Rental Assistance (PBRA)	A rental subsidy program that is tied to specific facilities or units owned or controlled by a project sponsor. Assistance is tied directly to the properties and is not portable or transferable.
Project Sponsor Organizations	Per HOPWA regulations at 24 CFR 574.3, any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to provide eligible housing and other support services or administrative services as defined in 24 CFR 574.300. Project Sponsor organizations are required to provide performance data on households served and funds expended.
Resource Identification	Resource identification funds may be used to establish, coordinate, and develop permanent housing assistance resources for eligible persons (including conducting preliminary research and making expenditures necessary to determine the feasibility of specific housing-related initiatives) (24 CFR § 574.300(b)(2)). Activities can include increasing coordination with local initiatives, systems, or strategies (such as the local Continuum of Care or Ryan White Planning Council) to house HOPWA-eligible individuals, development of new housing resources, and conducting community needs assessments to inform system design.
Rural	For purposes of HOPWA reporting, a rural county is a county in which: (1) Has no part of it within an area designated as a standard metropolitan statistical area by the Office of Management and Budget; or (2) Is within an area designated as a metropolitan statistical area or considered as part of a metropolitan statistical area and at least 75% of its population is local on U.S. Census blocks classified as non-urban; or (3) is located in a state that has a population density of less than 30 persons per square mile (as reported in the most recent decennial census), and of which at least 1.25% of the total acreage of such State is under Federal jurisdiction.
Short-Term Rent, Mortgage, and Utility (STRMU) Assistance	Short-term rent, mortgage, and utility payments to prevent the homelessness of the tenant or mortgagor of a dwelling (24 CFR 574.300(b)(6)). Eligible STRMU costs include up to 21 weeks of the HOPWA-eligible individual's rent, mortgage, and/or utility costs, and the costs of staff time to review and determine household's need for STRMU assistance and make the STRMU payments. For the purposes of STRMU assistance, to the extent that taxes, insurance, condominium fees, or other building operation costs are included in the monthly mortgage payment either by federal regulation or the terms of the mortgage, these expenses are eligible to be included in the STRMU mortgage assistance payments. STRMU mortgage assistance for taxes, insurance, or condo fees that are not included on the monthly mortgage statement are not eligible.
Stewardship Units	Units developed with HOPWA, where HOPWA funds were used for acquisition, new construction, and/or rehabilitation that no longer receive operating subsidies from HOPWA. Report information for the units is subject to the 3-year use agreement if rehabilitation is non-substantial and to the 10-year use agreement if rehabilitation is substantial.

Sub-Recipient	For the purposes of the HOPWA program, a sub-recipient is an organization that receives funds under a contract with the project sponsor to carry out eligible HOPWA activities. For the purposes of HOPWA annual performance reporting, a sub-recipient organization does not need to submit a separate "Provider Workbook." The sub-recipient's HOPWA activities should be included in the "Provider Workbook" of the project sponsor with whom they have a contract.
Supportive Services	Costs include providing housing stability services, assistance in gaining access to mainstream resources, public benefits, healthcare and support positive health outcomes. However, health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals. Eligible supportive services costs include staff time to develop, update and review individualized housing and service plans for clients; staff time to connect households to appropriate services and treatment in accordance with their housing and service plans, management-level consultation (case staffing); health and mental health assessment services; direct outpatient treatment by licensed professionals of mental health services; substance use disorder services provided by licensed or certified professionals; individual, family, or group therapy to address co-occurring disorders; nutritional services including food banks, nutritional supplements, and counseling by certified nutrition specialists; life skills trainings such as budgeting resources, resolving conflict, using public transportation, unit maintenance; credit counseling; education services including instruction or training in consumer education, health education, substance use prevention, literacy, English as a Second Language, and General Educational Development (GED); job training or job coaching including resume development; client transportation to and from medical care, employment, child care, or other eligible essential services facilities; and HOPWA provider transportation to meet with clients for supportive service needs (24 CFR §574.300(b)(7)).
Tenant-Based Rental Assistance (TBRA)	TBRA is a rental subsidy program that grantees can provide to help low-income households access affordable housing. HOPWA does not place restrictions on the length of time eligible persons may receive TBRA. Grantees should provide the opportunity for eligible households to transition in place to self-sufficiency or another subsidy. Eligible TBRA costs include rental payments, staff time to verify household income for TBRA assistance, calculation of resident rent payment, monthly rental payments, processing a TBRA rental payment on behalf of the HOPWA-eligible individual, annual housing inspections to ensure HOPWA habitability standards are met for units being assisted with TBRA, reasonable travel costs to units for housing inspections, review of a client's selected unit for rent reasonableness and rent standard, annual recertification for households receiving ongoing TBRA, and staff time for resolving landlord issues directly related to providing the TBRA assistance.
VAWA Internal Emergency Transfers	Per 24 CFR 5.2005e, an internal emergency transfer under the Violence Against Women Act (VAWA) protections refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.
VAWA External Emergency Transfers	Per 24 CFR 5.2005e, an external emergency transfer under the VAWA protections refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process in order to reside in the new unit.
Veteran	A veteran is someone who has served on active duty in the Armed Forces of the United States. This does not include inactive military reserves or the National Guard unless the person was called up to active duty.

Instructions for Completing the HOPWA Grantee Performance Report Workbook

What is the HOPWA Grantee Performance Report Workbook?

This workbook provides information at the Grantee Administration level, including grantee contact information, annual performance report narratives, and stewardship unit information.
This data will be compiled by the HOPWA Formula or Competitive Grantee, as part of providing annual performance reporting to HUD.

Who completes this form?

This workbook will be completed by the HOPWA Formula or Competitive **Grantee** ONLY.

Reminder: ANY entity that provides DIRECT HOPWA services - including the HOPWA Grantee - must also complete a separate HOPWA Provider Performance Report Workbook.

What tabs should be completed for this report?

EVERY GRANTEE USER should complete these tabs:

- ***GRANTEE***
- ***CONTACT***
- ***Narrative***

STEWARD: The Stewardship tab should only be completed if the Grantee is reporting on HOPWA Stewardship Units.
Grantees that used HOPWA funding for new construction, acquisition, or substantial rehabilitation of a building or structure are required to operate the building or structure for HOPWA-eligible beneficiaries for a ten (10) years period.
If no further HOPWA funds are used to support the facility, in place of completing the "CAP DEV" tab in the Provider Performance Report workbook, the grantee must complete an Annual Report of Continued Project Operation throughout the required use periods found on the "STEWARD" tab of this workbook. The required use period is three (3) years if the rehabilitation is non-substantial.

Important Information:

To ensure the integrity of this workbook, please to not DELETE or ALTER any rows, columns, tabs, or the NAME of the report.
This workbook requires the entry of data only where applicable, with no other actions required.

1. Enter text in empty cells next to questions.
2. Enter numbers where the entry reads "0" and the answer is an amount.

The workbook MUST be submitted in this Excel format. The Grantee will be **unable to submit it** to HUD if it has been converted to any other format, such as a Word or PDF file.

HOPWA Grantee Performance Report Submission Instructions:

HOPWA Annual Performance reporting is collected and submitted at both the Grantee and Project Provider levels.
HUD or a HUD contractor will provide HOPWA Grantees annually with an advance set of named Grantee and Project Sponsor files, based on Project Sponsor activity logged in HUD's IDIS system relative to the Grantee's Accomplishment Year on which it will be reporting.
Grantees complete this high-level *Grantee* workbook covering: Grantee organizational information, Grantee contact information, a narrative of all activities provided by the Grantee and its Project Sponsors, and Stewardship Unit information, as applicable.
Project Sponsors (and any Grantee that provides direct HOPWA activities) will complete a separate detailed annual report, called the "Provider Performance Report Workbook," with every Project Sponsor completing a workbook and submitting it to the Grantee.
The Grantee will then:

- Review all Provider Performance Report Workbooks for accuracy and will request that the Project Sponsor correct any missing or incorrect information.
- Collect all of the Grantee and Project Sponsor workbooks together.
- Submit the collection of all separate workbook files in a **single transmission** to **HOPWAReports@HUD.gov**.
- The entire collection of HOPWA workbook files is considered the Grantee's submission of annual performance reporting under its HOPWA grant agreement.
- Grantees shall submit their annual collection of workbooks within 90 days of the completion of their operating (or Accomplishment) year (except competitive Grantees submitting their grant's 3rd year report have 120 days to submit).
- Submission of the collection of separate workbook files satisfies the HOPWA annual performance reporting submission requirements to HUD.
  No additional uploads or submission methods (i.e., eCon Planning Suite, SharePoint, etc.) are required.

Once submitted, the Grantee will receive confirmation regarding the submitted files and may be contacted by HUD or a HUD contractor to confirm or correct reported information, as necessary.

For assistance with this process, please submit a query to **HOPWAReports@HUD.gov**.

Grantee	Grant ID	Sponsor(s)	File ID
EL PASO	TXH20F21	S004947A_City of El Paso Health Department	25188_2735869

GRANTEE SUMMARY	
Complete the chart below to provide more detailed information about the agencies and organizations responsible for the administration and implementation of the HOPWA program.	
Question	**Responses**
For Competitive Grantees Only	
For Competitive Grantees only, what is the grant number?	
For Competitive Grantees only, which year (1, 2, or 3) of the grant does this report cover?	
Is the Competitive Grantee a nonprofit organization? **Yes or No.**	
Is the Competitive Grantee a grassroots organization? **Yes or No.**	
For Competitive Grantees only, how much was expended on an "Other Housing Activity" (as approved in the grant agreement)?	
For All HOPWA Grantees	
What is the name of the Grantee organization?	City of El Paso
What is the Grantee's Unique Entity Identifier (UEI)?	KLZGKXNFVTL4
What is the Employer ID Number (EIN) or Tax ID Number (TIN) of the Grantee?	746000749
For formula grantees only, are there any changes to your program year? **Yes or No.**	No
Note: HUD must be notified of consolidated program year changes at least two months before the date the program year would have ended if it had not been lengthened, or at least two months before the end of a proposed shortened program year.	
If yes above, what is the **revised** program start date?	
If yes above, what is the **revised** program end date?	
What is the street address of the Grantee's office?	801 Texas Ave., 3rd floor
In what city is the Grantee's business address?	El Paso
In what county is the Grantee's business address?	El Paso
In what state is the Grantee's office located?	Texas
What is the zip code for the Grantee's business address?	79901
What is the parent company of the Grantee (if applicable)?	
What department at the Grantee organization administers the grant?	Department of Community + Human Development
What is the Grantee organization's website address?	www.elpasotexas.gov
What is the Facebook name or page of the Grantee?	/elpasotexasgov
What is the Twitter handle of the Grantee?	/elpasotxgov
What are the cities of the primary service area of the Grantee?	El Paso
What are the counties of the primary service area of the Grantee?	El Paso
What is the congressional district of the Grantee's business address?	16
What is the congressional district of the Grantee's primary service area?	16
Is there a waiting list(s) for HOPWA Housing Subsidy Assistance Services in the Grantee service area? **Yes or No.**	yes
Is the Grantee's System for Award Management (SAM) status currently active for this report? **Yes or No.**	yes
What is the Grantee's SAM registration number for this report?	3XVY1
Does the Grantee provide HOPWA-funded services directly to clients? **Yes or No.**	Yes
Does the Grantee take the allowable 3% Grantee Administration allowance? **Yes or No.**	Yes
How much was expended on Grantee Administration?	34145.79

Contact Information for your Organization	
Question	**Responses**
Contact Information for Authorizing Official	
What is the Authorizing Official contact name?	Elda Rodriguez-Hefner
What is the Authorizing Official contact title?	Grants Administrator
In what department does the Authorizing Official contact work?	Office of the Comptroller
What is the Authorizing Official contact email?	Rodriguez-HefnerE@elpasotexas.gov
What is the Authorizing Official contact phone number (including extension)?	(915) 212-1795
What is the Authorizing Official contact fax number?	
Contact Information for Reporting (APR/CAPER) Contact	
What is the Reporting contact name?	Adela Alonso
What is the Reporting contact title?	Program Manager
In what department does the Reporting contact work?	Department of Community + Human
What is the Reporting contact email?	AlonsoA@elpasotexas.gov
What is the Reporting contact phone number (including extension)?	(915) 212-1559
What is the Reporting contact fax number?	
Contact Information for HMIS User	
What is the HMIS User contact name?	
What is the HMIS User contact title?	
In what department does the HMIS User contact work?	
What is the HMIS User contact email?	
What is the HMIS User contact phone number (including extension)?	
What is the HMIS User contact fax number?	
Contact Information for IDIS User	
What is the IDIS User contact name?	Adela Alonso
What is the IDIS User contact title?	Program Manager
In what department does the IDIS User contact work?	Department of Community + Human
What is the IDIS User contact email?	AlonsoA@elpasotexas.gov
What is the IDIS User contact phone number (including extension)?	(915) 212-1559
What is the IDIS User contact fax number?	
Contact Information for Primary Program Contact	
What is the Primary Program contact name?	Jacob Ortega
What is the Primary Program contact title?	Program Manager
In what department does the Primary Program contact work?	Department of Public Health
What is the Primary Program contact email?	OrtegaJM@elpasotexas.gov
What is the Primary Program contact phone number (including extension)?	(915) 212-6593
What is the Primary Program contact fax number?	(915) 212-0174
Contact Information for Secondary Program Contact	
What is the Secondary Program contact name?	Pilar Hernandez
What is the Secondary Program contact title?	Health Project Coordinator
In what department does the Secondary Program contact work?	Department of Public Health
What is the Secondary Program contact email?	HernandezMP@elpasotexas.gov
What is the contact Secondary Program phone number (including extension)?	(915) 212-6584
What is the Secondary Program contact fax number?	(915) 212-0174
Contact Information for Individuals Seeking Services	
What is the Services contact name?	Pilar Hernandez
What is the Services contact title?	Health Project Coordinator
In what department does the Services contact work?	Department of Public Health
What is the Services contact email?	HernandezMP@elpasotexas.gov
What is the Services contact phone number (including extension)?	(915) 212-6700
What is the Services contact fax number?	(915) 212-0174

This information may be published on HUD websites as a resource for clients seeking services.

| Complete the Annual Report of Continued Usage for TEFPMA Facility Based Discountability Grants, as defined in 7 CFR 1951.2 | Please note any waivers by [author, if more waivers are needed, please contact the TEFPMA Guidelines Team. | | |

Complete this section for all Households served with HOPWA Tenant-Based Rental Assistance (TBRA) by your organization in the reporting year.

Question	This Report
TBRA Households Served and Expenditures	
How many households were served with HOPWA TBRA assistance?	27
What were the total HOPWA funds expended for TBRA rental assistance?	173126.2
Other (Non-TBRA) Rental Assistance Households Served and Expenditures (Other Non-TBRA Rental Assistance activities must be approved in the grant agreement).	
How many total households were served with Other (non-TBRA) Rental Assistance?	0
What were the total HOPWA funds expended for Other (non-TBRA) Rental Assistance, as approved in the grant agreement?	0
Describe the Other (non-TBRA) Rental Assistance provided. (150 characters).	
TBRA Household Total (TBRA + Other)	**27**
Income Levels for Households Served by this Activity	**27**
What is the number of households with income below 30% of Area Median Income?	26
What is the number of households with income between 31% and 50% of Area Median Income?	0
What is the number of households with income between 51% and 80% of Area Median Income?	1
Sources of Income for Households Served by this Activity	
How many households accessed or maintained access to the following sources of income in the past year?	**27**
Earned Income from Employment	4
Retirement	0
SSI	3
SSDI	3
Other Welfare Assistance (Supplemental Nutrition Assistance Program, WIC, TANF, etc.)	0
Private Disability Insurance	0
Veteran's Disability Payment (service or non-service connected payment)	0
Regular contributions or gifts from organizations or persons not residing in the residence	0
Worker's Compensation	0
General Assistance (GA), or local program	0
Unemployment Insurance	0
Other Sources of Income	1
How many households maintained **no** sources of income?	16
Medical Insurance/Assistance for Households Served by this Activity	
How many households accessed or maintained access to the following sources of medical insurance in the past year?	
MEDICAID Health Program or local program equivalent	9
MEDICARE Health Insurance or local program equivalent	2
Veterans Affairs Medical Services	0
AIDS Drug Assistance Program	20
State Children's Health Insurance Program (SCHIP) or	0
Ryan White-funded Medical or Dental Assistance	18
Health Outcomes for HOPWA-Eligible Individuals Served by this Activity	
How many HOPWA-eligible individuals served with TBRA this year have *ever* been prescribed Anti-Retroviral Therapy?	27
How many HOPWA-eligible persons served with TBRA have shown an improved viral load or achieved viral suppression?	27

General Data Check: If you report expenditures you must report corresponding households. If you report households, you must report expenditures.

Note: This total should include overhead (staff costs, fringe, etc.).

NOTE: Rows 7-9 should not be completed unless you have been approved by HUD in your grant agreement to carry out these activities. Facilities-based Housing, STRMU & PHP activities should not be reported here.

Income Levels in Rows 12-14:
Data Check: Sum of 12-14 as shown in Row 11 must be = to Row 10.

Sources of Income in Rows 17-29: Report ALL sources of income to HOPWA-eligible households (including those for other household members).

Data Check: Sum of 17-29 as shown in Row 16 must be = or > than Row 10.

Medical Insurance in Rows 32-37: Report ALL of the specific insurance types listed that were accessed by HOPWA-eligible households (including those for other household members). The sum of this section does NOT have to match your household total.

Data Check: If 32-37 are all "0", provide explanation in TBRA section of Data Quality Notes Tab..

NOTE: Health outcomes do NOT have to be supported by labs or other medical documentation. It can be self-report from clients.
Data Check: If 39 and/or 40 are "0", provide explanation in TBRA section of Data Quality Notes Tab.

Longevity for Households Served by this Activity	**27**
How many households have been served with TBRA for less than one year?	11
How many households have been served with TBRA for more than one year, but less than five years?	9
How many households have been served with TBRA for more than five years, but less than 10 years?	5
How many households have been served with TBRA for more than 10 years, but less than 15 years?	1
How many households have been served with TBRA for more than 15 years?	1
Housing Outcomes for Households Served by this Activity	**27**
How many households continued receiving HOPWA TBRA assistance into the next year?	25
How many households exited to other HOPWA housing programs?	0
How many households exited to other housing subsidy programs?	1
How many households exited to an emergency shelter?	0
How many households exited to private housing?	1
How many households exited to transitional housing (time limited - up to 24 months)?	0
How many households exited to an institutional arrangement expected to last less than six months?	0
How many households exited to institutional arrangement expected to last more than six months?	0
How many households exited to a jail/prison term expected to last less than six months?	0
How many households exited to a jail/prison term expected to last more than six months?	0
How many households exited to a situation that isn't transitional, but is not expected to last more than 90 days and their housing situation after those 90 days is uncertain?	0
How many households exited to a place not meant for human habitation?	0
How many households were disconnected from care?	0
How many of the HOPWA eligible individuals died?	0

Longevity in Rows 42-46:

Data Check: Sum of 42-46 as shown in Row 41 Must be = to Row 10.

Housing Outcomes in Rows 48-61:

Data Check: Sum of 48-61 as shown in Row 47 Must be = to Row 10.

Housing Opportunities for Persons With AIDS (HOPWA) Program

Revised: 05/01/2025

Consolidated APR/CAPER– HOPWA Grantee

OMB Approval No. 2506-0133 (Expiration Date: 12/31/2027).

Burden Statement

The purpose of this information collection is to meet the Housing Opportunities for Persons With AIDS (HOPWA) annual reporting requirements. Reporting is required for all HOPWA grantees pursuant to 42 U.S.C. § 12911; 24 CFR §§ 574.520(a) and (b); and 24 CFR § 91.520(f). The information collected on this form is required to obtain a benefit. It will not be confidential. The public reporting burden for this collection of information is estimated to average 40 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the information collection. This includes the time for collecting, reviewing, and reporting the data. HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a currently valid OMB control number. OMB Approval No. 2506-0133 (Expiration Date: 12/31/2027).

Term	Definition
Viral Suppression	When the load or volume of HIV virus present in a person's blood is measured at less than 200 copies per milliliter of blood.
Adjustment for Duplication	Removal of duplicate entries when a household/unit received more than one type of HOPWA assistance, which enables the calculation of unduplicated output totals. For example, if a household received both HOPWA TBRA and HOPWA PHP from the same project sponsor, adjusting for duplication would ensure that household was only counted once when calculating the HOPWA housing subsidy assistance household total.
Administrative Agent	An entity the grantee has selected to carry out administrative activities on behalf of the grantee. When a grantee utilizes another organization to carry out some or all of the grantee's administrative functions, the administrative activities, costs, and terms of payment should be clearly delineated in a contract or other written agreement between the parties. All costs associated with administering the grant, whether incurred by the grantee or the other organization, are subject to the 3% administrative cost limit. For the purposes of HOPWA annual performance reporting, the administrative agent would not complete a separate "Provider Workbook."
Administrative Costs	Costs for general management, oversight, coordination, evaluation, and reporting (24 CFR § 574.3). By statute, grantee administrative costs are limited to 3% of the total grant award, to be expended over the life of the grant. Project sponsor administrative costs are limited to 7% of the portion of the grant amount they receive (42 U.S.C. § 12911).
Anti-Retroviral Therapy	A use of a combination of medications to treat HIV.
Area Median Income (AMI)	The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs including the HOPWA program. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. AMI values vary by location and are published at https://www.huduser.gov/portal/datasets/il.html
Beneficiary(ies)	All members of a household (with or without HIV) who benefitted from HOPWA assistance during the operating year, not including the HOPWA-eligible individual (see definition).
Chronically Homeless Person	A person defined as chronically homeless under 24 CFR 578.3. ((1) A homeless individual with a disability as defined in section 401(9) of the McKinney-Vento Assistance Act (42 U.S.C. 11360(9)) who: a) lives in a place not meant for human habitation, a safe haven, or in an emergency shelter, and b) has been homeless and living as described for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive night of not living as described; (2) An individual who has been residing in an institutional care facility, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria of this definition before entering that facility; or (3) A family with an adult head of household (or, if there is no adult in the family, a minor head of household) who meets all of the criteria of this definition, including a family whose composition has fluctuated while the head of household has been homeless).)
Contractor	A contractor is an entity that receives a legal instrument (contract) by which a grantee or project sponsor purchases property or services needed to carry out the project or program under a Federal award. The purpose of the contract is to obtain goods and services for the grantee/project sponsor's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the grantee and a contractor are when the contractor: provides the goods and services within normal business operations; provides similar goods or services to many different purchasers; normally operates in a competitive environment; provides goods or services that are ancillary to the operation of the HOPWA program; and is not subject to compliance requirements of the HOPWA program as a result of the agreement, though similar requirements may apply for other reasons (2 CFR 200.331(b)). For purposes of HOPWA annual performance reporting, contractors do not submit a separate "Provider Workbook."
Facility-Based Housing Assistance	Leasing, operating, and hotel/motel expenditures to support units or facilities including community residences, SRO dwellings, short-term facilities, project-based rental units, master leased units, and other housing facilities approved by HUD.
Faith-Based Organization	Religious organizations of three types: (1) congregations; (2) national networks, which include national denominations, their social service arms (for example, Catholic Charities, Lutheran Social Services), and networks of related organizations (such as YMCA and YWCA); and (3) freestanding religious organizations, which are incorporated separately from congregations and national networks.
Grassroots Organization	An organization that is headquartered in the local community where it provides services, has a social services budget of $300,000 or less annually, and has six or fewer full-time equivalent employees. Local affiliates of national organizations are not considered "grassroots."
HOPWA-Eligible Individual	The one low-income person with HIV/AIDS who qualifies a household for HOPWA assistance. This person may be considered "Head of Household." A child may also qualify the household for HOPWA assistance. When the annual performance report asks for information on eligible individuals, report on this individual person only. Where there is more than one person with HIV/AIDS in the household, the additional PWH/A(s), would be considered a beneficiary(s).
Housing Information Services	Costs to provide counseling, information, or referral services to assist an eligible person to locate, acquire, finance, and maintain housing (24 CFR § 574.300(b)(1)). Some eligible costs under Housing Information Services include staff time to assist eligible clients in searching for or locating appropriate housing whether HOPWA-subsidized or not; staff time to provide fair housing guidance for eligible households who may encounter discrimination on the basis of race, color, religion, sex,, age, national origin, familial status, or disability; staff time to provide housing counseling to acquire and finance housing; and development and use of Homeless Management Information System (HMIS) elements to coordinate housing assistance for eligible households. HMIS costs billed to housing information services must be pro-rated and not include HMIS reporting. Use of HMIS for reporting purposes is considered an administrative activity and must be billed to administrative costs.
HOPWA Housing Subsidy Assistance Total	The unduplicated number of households receiving housing subsidies (TBRA, STRMU, Permanent Housing Placement services and Master Leasing) and/or residing in units of facilities dedicated to persons living with HIV/AIDS and their families and supported with HOPWA funds during the program year for formula grantees and the operating year for competitive grantees.
Household	A single individual or a family, as defined in 24 CFR 574.3. The term is used for collecting data on changes in income, changes in access to services, receipt of housing information services, and outcomes on achieving housing stability. Live-In Aides (see definition for Live-In Aide) and non-household members (e.g., a shared housing arrangement with a roommate) who resided in the unit are not reported in the annual performance report.
Improved HIV Viral Load	A reduction in the load or volume of HIV present in the HOPWA-eligible individual's blood at the end of the operating year compared to the beginning of the operating year. Most people with HIV/AIDS (PWH) who are engaged in medical care have routine laboratory tests. The HOPWA-eligible individual's two most recent laboratory reports can be used to determine viral load improvement, even if the first laboratory test was performed in a prior operating year.
In-kind Leveraged Resources	These are additional types of support provided to assist HOPWA-eligible individuals such as volunteer services, materials, use of equipment, and building space. The actual value of the support can be the contribution of professional services, based on customary rates for this specialized support, or actual costs contributed from other leveraged resources. In determining a rate for the contribution of volunteer time and services, use the criteria described in 2 CFR part 200. The value of any donated material, equipment, building, or lease should be based on the fair market value at time of donation. Related documentation can be from recent bills of sale, advertised prices, appraisals, or other information for comparable property similarly situated.

Leasing Costs	Costs used to lease all or a portion of a building as needed to provide housing to eligible households. For eligible individuals or families unable to hold leases in their names, funding may be used to "master lease" units, where the eligible households choose the units, the grantee or project sponsor leases the units and pays the full rent to the landlord, and the eligible households pay the grantee or project sponsor the amount required by 24 CFR 574.310(d). This type of master leasing can be administered as "turn-key" housing assistance, to be replaced with Tenant-Based Rental Assistance (TBRA) if the landlord agrees to transfer the lease to the eligible person. Funding may also be used to master lease units to be operated as transitional housing for eligible households. For example, post-incarceration programs often lease a unit to temporarily house an eligible household returning to the community until other more permanent housing arrangements can be made. The lease is always in the organization's name. The furniture, housing equipment, and supplies, eligible under the operating budget line item, belong to the organization and remain in the unit for the next household's use. Eligible leasing costs include the cost to lease a housing facility or scattered-site units, staff time to negotiate lease terms with lessor or landlord, and annual housing inspections to ensure HOPWA habitability standards are met for scattered-site units assisted with Leasing.
Leveraged Funds	The amount of funds expended during the operating year from non-HOPWA federal, state, local, and private sources. Leveraged funds are used to further support HOPWA clients receiving assistance during the operating year for formula grants, or under the applicable competitive grant.
Live-In Aide	A person who resides with the HOPWA-Eligible Individual and who meets the following criteria: (1) is essential to the care and well-being of the person; (2) is not obligated for the support of the person; and (3) would not be living in the unit except to provide the necessary supportive services. See 24 CFR 5.403 and the HOPWA Grantee Oversight Resource Guide for additional reference.
Master Leasing	Applies to the leasing of units of housing (scattered-sites or entire buildings) from a landlord by a nonprofit or public agency that subleases the units to HOPWA-eligible tenants. By assuming the tenancy burden, the agency facilitates housing of clients who may not be able to maintain a lease on their own due to poor credit, evictions, or lack of sufficient income.
Minimum Use Periods	Grantees that used HOPWA funding for new construction, acquisition, conversion, lease, or substantial rehabilitation of a building or structure are required to operate the building or structure for HOPWA-eligible individuals for a 10-year period. In the case of non-substantial rehabilitation or repair of a building or structure, the minimum use period is not less than 3 years. If no further HOPWA funds are used to support the facility, in place of completing the "CAP DEV" tab in the Performance Report Worksheet, the grantee must complete an "Annual Report of Continued Project Operation" throughout the required use periods. This report is found on the "STEWARD" tab of the Grantee Workbook.
Medically Assisted Living Facilities	HOPWA facility-based housing that assists residents with most or all activities of daily living, such as meals, bathing, dressing, and toileting. Regular medical care, supervision, and rehabilitation are also often available.
Operating Costs	Costs of operating a housing facility owned or leased by the grantee or project sponsor, to the extent the costs are necessary to house eligible households. Eligible operating costs include utilities, property insurance, minor repairs, and upkeep of the facility, maintenance both inside and outside the facility, procurement and contracting of services for facility operation or maintenance, furniture and appliances that will remain with the facility, food purchases and kitchen operation for HOPWA household at the facility, and staff time for directing any of the eligible operating costs mentioned above at the facility for eligible households (24 CFR §574.300(b)(8)).
Operating Year – Competitive grantees	HOPWA competitive grants are awarded for a 3-year period of performance with annual performance reports submitted for each of the 3 operating years. The information contained in this performance report should reflect the grantee's operating year with the beginning date determined at the time the grant agreement is signed. Project sponsor accomplishment information must coincide with the operating year this Performance Report covers. Any change to the period of performance requires the approval of HUD by amendment, such as an extension for one additional operating year. A PSH renewal/replacement grant start date would be coordinated with the close out of the existing grant. Grantees with an approved extension period of less than 6 months must submit the Performance Report for the third year of the grant term at the end of the approved extension period and incorporate data from the additional months. Grantees with an approved extension period of 6 months or more must turn in a Performance Report at the end of the operating year and submit a separate extension Performance Report at the end of the extension period.
Operating Year – Formula grantees	HOPWA Formula Grantees follow the Grantee Program Year as established by the Consolidated Planning Processes. All CPD Programs (HOME/ESG/CDBG/HOPWA) use the same 12-month period as their Operating Year for performance reporting. The information contained in each annual performance report must represent a one-year time period of HOPWA program operation that coincides with the grantee's program year. HOPWA Formula Grantees are annually awarded grants with a 3-year period of performance, as established by the Grantee signature date on the Grant Agreement. Since Grant period of performances vary from Fiscal Year to Fiscal Year, and do not necessarily coincide with a Grantee's Operating Year, funds from more than one HOPWA formula grant awarded to the same grantee may be used during an operating year and the annual performance report must capture all formula grant funding used during the operating year. Project sponsor accomplishment information must also align with the operating year the annual performance report covers.
Outcome	The degree to which the HOPWA assisted household has been enabled to establish or maintain a stable living environment in housing that is safe, decent, and sanitary (per the regulations at 24 CFR 574.310(b)) and to reduce the risks of homelessness and improve access to HIV treatment and other health care and support.
Output	The number of units of housing or households that receive HOPWA assistance during the operating year.
Permanent Housing Placement (PHP)	Eligible costs under PHP include security deposits not to exceed two months of rent, rental application fees, credit checks, one-time utility hook-up fees paid directly to the utility company, utility arrears only if the cost is creating a barrier to establishing permanent housing in a new unit, rent arrears only if past due rent debt at a prior unit is a barrier to accessing a new unit, initial housing inspections, reasonable travel costs to units for initial housing inspections, staff time to review and identify causes for eviction and responsibilities of the tenant within the least, staff time for assisting clients with executing the lease, and staff time for resolving landlord issues directly related to the PHP assistance being provided. PHP can be used in conjunction with TBRA where PHP pays the security deposit and TBRA covers ongoing monthly rent payments starting with the first month. PHP must only be used to assist the client in entering permanent housing. PHP must never be used for monthly rent or on-going utility costs where a client is already in permanent housing. Although PHP is included as a supportive service under 24 CFR 574.300(b)(7), HUD has established a dedicated BLI for PHP to distinguish it from other supportive services.
Program Income	As defined in 2 CFR 200.1, program income is income earned by the grantee or project sponsor that is directly generated by a supported activity or earned as a result of the grant during the period of performance (except as provided by 2 CFR 200.307). See grant administration requirements on program income at 2 CFR 200.307 and the Federal award.
Project-Based Rental Assistance (PBRA)	A rental subsidy program that is tied to specific facilities or units owned or controlled by a project sponsor. Assistance is tied directly to the properties and is not portable or transferable.
Project Sponsor Organizations	Per HOPWA regulations at 24 CFR 574.3, any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to provide eligible housing and other support services or administrative services as defined in 24 CFR 574.300. Project Sponsor organizations are required to provide performance data on households served and funds expended.
Resource Identification	Resource identification funds may be used to establish, coordinate, and develop permanent housing assistance resources for eligible persons (including conducting preliminary research and making expenditures necessary to determine the feasibility of specific housing-related initiatives) (24 CFR § 574.300(b)(2)). Activities can include increasing coordination with local initiatives, systems, or strategies (such as the local Continuum of Care or Ryan White Planning Council) to house HOPWA-eligible individuals, development of new housing resources, and conducting community needs assessments to inform system design.
Rural	For purposes of HOPWA reporting, a rural county is a county in which: (1) Has no part of it within an area designated as a standard metropolitan statistical area by the Office of Management and Budget; or (2) Is within an area designated as a metropolitan statistical area or considered as part of a metropolitan statistical area and at least 75% of its population is local on U.S. Census blocks classified as non-urban; or (3) is located in a state that has a population density of less than 30 persons per square mile (as reported in the most recent decennial census), and of which at least 1.25% of the total acreage of such State is under Federal jurisdiction.
Short-Term Rent, Mortgage, and Utility (STRMU) Assistance	Short-term rent, mortgage, and utility payments to prevent the homelessness of the tenant or mortgagor of a dwelling (24 CFR 574.300(b)(6)). Eligible STRMU costs include up to 21 weeks of the HOPWA-eligible individual's rent, mortgage, and/or utility costs, and the costs of staff time to review and determine household's need for STRMU assistance and make the STRMU payments. For the purposes of STRMU assistance, to the extent that taxes, insurance, condominium fees, or other building operation costs are included in the monthly mortgage payment either by federal regulation or the terms of the mortgage, these expenses are eligible to be included in the STRMU mortgage assistance payments. STRMU mortgage assistance for taxes, insurance, or condo fees that are not included on the monthly mortgage statement are not eligible.
Stewardship Units	Units developed with HOPWA, where HOPWA funds were used for acquisition, new construction, and/or rehabilitation that no longer receive operating subsidies from HOPWA. Report information for the units is subject to the 3-year use agreement if rehabilitation is non-substantial and to the 10-year use agreement if rehabilitation is substantial.

Sub-Recipient	For the purposes of the HOPWA program, a sub-recipient is an organization that receives funds under a contract with the project sponsor to carry out eligible HOPWA activities. For the purposes of HOPWA annual performance reporting, a sub-recipient organization does not need to submit a separate "Provider Workbook." The sub-recipient's HOPWA activities should be included in the "Provider Workbook" of the project sponsor with whom they have a contract.
Supportive Services	Costs include providing housing stability services, assistance in gaining access to mainstream resources, public benefits, healthcare and support positive health outcomes. However, health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals. Eligible supportive services costs include staff time to develop, update and review individualized housing and service plans for clients; staff time to connect households to appropriate services and treatment in accordance with their housing and service plans, management-level consultation (case staffing); health and mental health assessment services; direct outpatient treatment by licensed professionals of mental health services; substance use disorder services provided by licensed or certified professionals; individual, family, or group therapy to address co-occurring disorders; nutritional services including food banks, nutritional supplements, and counseling by certified nutrition specialists; life skills trainings such as budgeting resources, resolving conflict, using public transportation, unit maintenance; credit counseling; education services including instruction or training in consumer education, health education, substance use prevention, literacy, English as a Second Language, and General Educational Development (GED); job training or job coaching including resume development; client transportation to and from medical care, employment, child care, or other eligible essential services facilities; and HOPWA provider transportation to meet with clients for supportive service needs (24 CFR §574.300(b)(7)).
Tenant-Based Rental Assistance (TBRA)	TBRA is a rental subsidy program that grantees can provide to help low-income households access affordable housing. HOPWA does not place restrictions on the length of time eligible persons may receive TBRA. Grantees should provide the opportunity for eligible households to transition in place to self-sufficiency or another subsidy. Eligible TBRA costs include rental payments, staff time to verify household income for TBRA assistance, calculation of resident rent payment, monthly rental payments, processing a TBRA rental payment on behalf of the HOPWA-eligible individual, annual housing inspections to ensure HOPWA habitability standards are met for units being assisted with TBRA, reasonable travel costs to units for housing inspections, review of a client's selected unit for rent reasonableness and rent standard, annual recertification for households receiving ongoing TBRA, and staff time for resolving landlord issues directly related to providing the TBRA assistance.
VAWA Internal Emergency Transfers	Per 24 CFR 5.2005e, an internal emergency transfer under the Violence Against Women Act (VAWA) protections refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.
VAWA External Emergency Transfers	Per 24 CFR 5.2005e, an external emergency transfer under the VAWA protections refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process in order to reside in the new unit.
Veteran	A veteran is someone who has served on active duty in the Armed Forces of the United States. This does not include inactive military reserves or the National Guard unless the person was called up to active duty.

Instructions for Completing the HOPWA Provider Performance Report Workbook

What is the HOPWA Provider Performance Report Workbook?

This workbook provides annual performance data for HOPWA activities. This includes outputs (e.g., households served and demographic information), outcomes (e.g., access to care and support outcomes) and expenditures (for HOPWA-eligible costs).
This data will be compiled by the HOPWA Formula or Competitive Grantees, as part of providing annual performance reporting to HUD.

Who completes this form?

This workbook will be completed by **any organization** that conducts any HOPWA activities other than administrative activities. This includes HOPWA Formula or Competitive Grantees that conduct other HOPWA activities besides administrative activities, and the **Project Sponsor** organizations that Grantees contract to provide HOPWA services (as defined in 24 CFR 574.3).
There should be one organization's HOPWA activities reported in each workbook. Each organization should complete a separate performance report workbook that only includes the HOPWA activities conducted by that organization.

What tabs should be completed for this report?

The Performance Report Workbook requires the completion of the following tabs:

- ***DEM (Demographics) & Prior Living (see Note)***
- ***Leveraging***
- ***ATC (Access to Care) & Totals***

ONLY PROJECT SPONSORS* should complete these tabs:

- ***HOPWA Provider***
- ***CONTACT***

*** For *Grantees* *that are approved to conduct Resource Identification or Technical Assistance activities* , please report your expenditure amounts for those budget line items in the ***HOPWA Provider tab*** . These are the only cells that you will need to complete in the ***HOPWA Provider*** tab.
Note: Complete Prior Living information only for individuals served by TBRA, P-FBH, ST-TFBH or PHP.

The remaining tabs should **ONLY** be completed **based on HOPWA services provided by the organization completing this workbook.**
Leave tabs untouched if the activity is not provided by the organization.

- ***TBRA (Tenant-Based Rental Assistance)***
- ***P-FBH (Permanent Facility-Based Housing)***
- ***ST-TFBH (Short-Term or Transitional Facility-Based Housing)***
- ***STRMU (Short-Term Rent, Mortgage and Utilities Assistance)***
- ***PHP (Permanent Housing Placement Assistance)***
- ***Housing Info (Housing Information Services)***
- ***Supp Svcs (HOPWA Supportive Services)***
- ***Other Competitive Activity***
- ***CAP DEV (Capital Development)***
- ***VAWA (Housing Transfers for Households Covered by the Violence Against Women Act)***

Important Information

To ensure the integrity of this reporting form, please do not DELETE or ALTER any rows, columns, tabs, or the NAME of the report.
This form requires the entry of data only where applicable, with no other actions required.

1. Enter text in empty cells next to questions.
2. Enter numbers where the entry reads "0" and the answer is an amount greater than zero.

SUBMISSION INSTRUCTIONS

- Once complete, the Project Sponsor should return the entire workbook *to the Grantee* in the manner and timeline prescribed by the Grantee.
- The report MUST be submitted in this Excel format.
- DO NOT alter the name of this file; return it to the Grantee with the file name as provided.
- The Grantee is responsible for reviewing this report and submitting it to HUD. Project Sponsors ***should not*** submit this report to HUD; only to the Grantee.
- The Grantee may be contacted by HUD or a HUD contractor regarding the accuracy of this report.
- Please contact the Grantee if you require support submitting this form.
- Submission of the collection of separate workbook files satisfies the HOPWA annual performance reporting submission requirements to HUD. No additional uploads or submission methods (i.e., eCon Planning Suite, SharePoint, etc.) are required.

Grant ID	Grantee	Sponsor ID	Sponsor	File ID
TXH20F21	EL PASO	S004948A	S004948A_Project Amistad	25189_06561

Optional Data Quality Notes

Use the space below to add notes about the data provided in the workbook that you would like communicated to your HOPWA grantee or HUD's Office of HIV/AIDS Housing staff. Use the ALT+enter keys to create a return in this section.

GENERAL PROVIDER DATA COMMENTS:

HOPWA PROVIDER TAB DATA COMMENTS:

CONTACT TAB DATA COMMENTS:

DEMOGRAPHICS & PRIOR LIVING TAB (DEM & Prior Living) DATA COMMENTS:

LEVERAGING AND PROGRAM INCOME TAB DATA COMMENTS:

TENANT-BASED RENTAL ASSISTANCE TAB (TBRA) DATA COMMENTS:

PERMANENT FACILITY-BASED HOUSING TAB (P-FBH) ASSISTANCE DATA COMMENTS:

SHORT-TERM/TRANSITIONAL FACILITY-BASED HOUSING TAB (ST-TFBH) ASSISTANCE DATA COMMENTS:

SHORT-TERM RENT, MORTGAGE, AND UTILITY TAB (STRMU) ASSISTANCE DATA COMMENTS:

PERMANENT HOUSING PLACEMENT TAB (PHP) DATA COMMENTS:

HOUSING INFORMATION TAB DATA COMMENTS:

SUPPORTIVE SERVICES TAB DATA COMMENTS:

OTHER COMPETITIVE ACTIVITY TAB DATA COMMENTS:

ACCESS TO CARE TAB (ATC & Totals) DATA COMMENTS:

CAPITAL DEVELOPMENT TAB (CAP DEV) DATA COMMENTS:

VIOLENCE AGAINST WOMENT ACT TAB (VAWA) DATA COMMENTS:

Please complete for organizations designated to serve as project sponsor, i.e., organizations involved in the direct delivery of services for client households, as defined by 24 CFR 574.3.

Project Sponsor Questions	Responses
What is the organization's name?	Project Amistad
What is the organization's Unique Entity Identifier (UEI)?	WRT8VLZJKGM7
What is the organization's Employer ID Number (EIN) or Tax ID Number (TIN)?	74-186196
What is the HOPWA contract amount for this organization?	232908.99
What is the organization's business street address?	3210 Dyer St.
In what city is the organization's business address?	El Paso
In what county is the organization's business address?	El Paso
In what state is the organization's business address?	Texas
What is the organization's business address zip code?	79930
What is the organization's parent company, if applicable?	
What department administers the organization's grant?	
What is the organization's phone number (including extension)?	(915) 298-7312
What is the organization's fax number?	(915) 532-7463
What is the organization's website?	https://projectamistad.org/
What is the organization's Facebook page?	https://www.facebook.com/AmistadElPasoTX
What is the organization's Twitter handle?	https://x.com/AmistadElPaso
Is this a faith-based organization? **Yes or No.**	No
Is this a nonprofit organization? **Yes or No.**	Yes
Is this a grassroots organization? **Yes or No.**	
What are the cities of the organization's primary service area?	El Paso
What are the counties of the organization's primary service area?	El Paso
In what congressional district is the organization located?	16
In what congressional district is the primary service area?	16
Is there a waiting list for HOPWA housing subsidy assistance services in the organization's service area? **Yes or No.**	Yes
Provider Non-Direct Service Expenditures	
What were the total HOPWA funds expended for Administration costs?	15237.05
How much was expended on Technical Assistance?	0
How much was expended on Resource Identification?	0

General data note: Do not enter "N/A" or "Not Applicable" - If a row does not apply, please skip and leave blank.

NOTE: The amount in Row 6 should be the amount of HOPWA funds the project sponsor receives from this grantee. It should not include any HOPWA funds received from other grantees.

NOTE: For ***HOPWA GRANTEES ONLY*** who **ALSO** provide direct HOPWA services to HOPWA-eligible individuals:

You do not need to complete Rows 3 - 28: skip and complete Rows 29 & 30 only as applicable, and enter all HOPWA Grantee Admin expenditures in the Grantee workbook only: do not report any Admin expenditures in Row 28 of this tab.

Data Check for Project Sponsors: Rows 12, 15, 17, 18, 28, 29, & 30 need only be filled in if applicable: All other questions are mandatory).

NOTE: for **HOPWA *Project Sponsors:*** if Row 28 is "0", please provide a comment to confirm no Admin expenditures in the "HOPWA Provider" section of "Data Quality Notes" Tab.

Percentage of Total Grant amount expended on Admin:	**7%**

NOTE: Project sponsor administrative costs are limited to 7% of the total HOPWA grant award amount they receive. If your administrative costs for the reporting period as calculated in Cell G30 are greater than 7% of the award amount reported for the period, please provide an explanation in "HOPWA Provider" section of the "Data Notes" Tab

Contact Information for your Organization

Only organizations designated as project sponsors (see definition of "Project Sponsor Organization" in Performance Report Cover tab) should complete this tab.

Question	Responses
Contact Information for Primary Program Contact	
What is the Primary Program contact name?	Claudia Taylor
What is the Primary Program contact title?	Unhoused Initiatives Supervisor
In what department does the Primary Program contact work?	Unhoused Initiatives Supervisor
What is the Primary Program contact email?	ctaylor@projectamistad.org
What is the Primary Program contact phone number (including extension)?	(915) 532-3790 x510
What is the Primary Program contact fax number?	(915) 532-7463
Contact Information for Secondary Program Contact	
What is the Secondary Program contact name?	Oralndo Jurado
What is the Secondary Program contact title?	Intensive Case Manager
In what department does the Secondary Program contact work?	Unhoused Initiatives Supervisor
What is the Secondary Program contact email?	ojurado@projectamistad.org
What is the Secondary Program contact phone number (including extension)?	(915) 532-3790
What is the Secondary Program contact fax number?	(915) 532-7463
Contact Information for Individuals Seeking Services	
What is the Services contact name?	Oralndo Jurado
What is the Services contact title?	Intensive Case Manager
In what department does the Services contact work?	Unhoused Initiatives Supervisor
What is the Services contact email?	ojurado@projectamistad.org
What is the Services contact phone number (including extension)?	(915) 532-3790
What is the Services contact fax number?	(915) 532-7463

General data note: Do not enter "N/A" or "Not Applicable" - If a row does not apply, please skip and leave blank.

For **HOPWA *GRANTEES ONLY* who ALSO provided direct HOPWA services:** You do not need to complete this tab.

Data Check for *Project Sponsors* : Rows 9, 16, & 23 need only be completed if applicable. All other contact information is mandatory. Complete even if a contact is duplicated across multiple roles.

This information may be published on HUD websites as a resource for clients seeking services.

Complete the age, sex, race, and ethnicity information for all individuals served with all types of HOPWA assistance.

See totals in rows 27 and 28. **Each number cell must contain a number. If nothing to report, leave the zero.**

A. For each racial category, how many HOPWA-eligible Individuals were	Male				Female				Not Reported				Of the total number of individuals reported for each racial category, how many also identify as Hispanic?
	Younger Than 18	18-30	31-50	51 or Older	Younger Than 18	18-30	31-50	51 or Older	Younger Than 18	18-30	31-50	51 or Older	Total Hispanic
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0
Asian & White	0	0	0	0	0	0	0	0	0	0	0	0	0
Black/African American	0	0	2	1	0	0	0	0	0	0	0	0	0
Black/African American & White	0	0	1	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native	0	0	0	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American	0	0	0	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White	0	0	0	0	0	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Multi-Racial	0	0	0	0	0	0	0	0	0	0	0	0	0
White	0	0	14	6	0	0	3	0	0	0	0	0	16
B. For each racial category, how many other household members (beneficiaries) were	Male				Female				Not Reported				Of the total number of individuals reported for each racial category, how many also identify as Hispanic?
	Younger Than 18	18-30	31-50	51 or Older	Younger Than 18	18-30	31-50	51 or Older	Younger Than 18	18-30	31-50	51 or Older	Total Hispanic
b. Asian	0	0	0	0	0	0	0	0	0	0	0	0	0
b. Asian & White	0	0	0	0	0	0	0	0	0	0	0	0	0
b. Black/African American	0	0	0	0	0	0	0	0	0	0	0	0	0
b. Black/African American & White	0	0	0	0	0	0	0	0	0	0	0	0	0
b. American Indian/Alaskan Native	0	0	0	0	0	0	0	0	0	0	0	0	0
b. American Indian/Alaskan Native & Black/African American	0	0	0	0	0	0	0	0	0	0	0	0	0
b. American Indian/Alaskan Native & White	0	0	0	0	0	0	0	0	0	0	0	0	0
b. Native Hawaiian/Other Pacific Islander	0	0	0	0	0	0	0	0	0	0	0	0	0
b. Other Multi-Racial	0	0	0	0	0	0	0	0	0	0	0	0	0
b. White	1	1	1	0	1	0	0	0	0	0	0	0	4

Total number of HOPWA-eligible individuals served with HOPWA assistance (rows 4-13):	**27**	**Data Check: The total in Row 27 must = unduplicated household count across all activities.**
Total number of other household members (beneficiaries) served with HOPWA assistance (rows 16-25):	**4**	
How many other household members (beneficiaries) are HIV+?	0	
How many other household members (beneficiaries) are HIV negative or have an unknown HIV status?	4	**Data Check: Sum of 29 & 30 must be = to Row 28**

Complete Prior Living Situations for HOPWA-eligible Individuals served by TBRA, P-FBH, ST-TFBH, or PHP

How many HOPWA-eligible individuals continued receiving HOPWA assistance from the previous year?	16	
How many individuals newly receiving HOPWA assistance came from:		
A place not meant for human habitation?	0	
An emergency shelter?	1	
A transitional housing facility for formerly homeless persons?	0	**Data Check: SUM of rows 32 + 34 through 48 must equal your unduplicated household count for TBRA, P-FBH, ST-TFBH & PHP activities (Do not include Supportive Services or STRMU households in this section).**
A permanent housing situation for formerly homeless persons?	0	
A psychiatric hospital or other psychiatric facility?	0	
A substance abuse facility?	1	
A non-psychiatric hospital?	0	
A foster care home?	0	
Jail, prison, or a juvenile detention facility?	0	
A rented room, apartment or house?	5	
A house the individual owned?	0	
Staying at someone else's house?	8	
A hotel or motel paid for by the individual?	0	
Any other prior living situation?	0	
How many individuals newly receiving HOPWA assistance didn't report or refused to report their prior living situation?	0	
How many individuals newly receiving HOPWA assistance during this program year reported a prior living situation of homelessness [place not for human habitation, emergency shelter, transitional housing]:	**1**	
Also meet the definition of experiencing chronic homelessness?	2	**Data Checks: Row 50 cannot be > Row 49**
Also were veterans?	2	**Row 51 cannot be > Row 49**

Report the source(s) of cash or in-kind leveraged federal, state, local or private resources identified in either the Consolidated or Annual Plan (for formula grantees) or the grant proposal/application (for competitive grantees) and used in the delivery of the HOPWA program and the amount of leveraged dollars.

What is the amount and type of leveraged funding that was provided by any of these sources?	Funding for this Report	Was this a Housing Subsidy Assistance? Yes or No.
ESG	0	
HOME	0	
Ryan White	0	
Continuum of Care (CoC)	0	
Low-Income Housing Tax Credit	0	
Housing Choice Voucher Program	0	
Private grants	0	
In-kind resources	0	
Grantee cash	0	
Other types of private or public funding:		
Other FUNDING_1	0	
Other FUNDING_2	0	
Other FUNDING_3	0	
Other FUNDING_4	0	
Other FUNDING_5	0	
Other FUNDING_6	0	
Other FUNDING_7	0	
Other FUNDING_8	0	
Other FUNDING_9	0	
Other FUNDING_10	0	
Other FUNDING_11	0	
Other FUNDING_12	0	
Other FUNDING_13	0	
Other FUNDING_14	0	
Other FUNDING_15	0	
Program Income	**0**	
What was the amount of program income collected from resident rent payments in the program year?	0	
What was the amount of program income collected from other sources (non-resident payments) in the program year?	0	
Uses of Program Income	**0**	
What was the amount of total program income that was spent on housing assistance in the program year?	0	
What was the amount of total program income that was spent on supportive services or other non-housing costs in the program year?	0	
Rent Payments Made by HOPWA Housing Subsidy Assistance Recipients Directly to Private Landlords		
What was the amount of resident rent payment that residents paid directly to private landlords?	0	

Scroll to the bottom of this tab for required Program Income reporting questions.

Complete Rows 3-11 for specific leveraging sources listed in Column A.
Column B: Should be a single dollar amount.
Column C: Should be a "Yes" or "No" response only to indicate whether any of the reported funds were for Housing Subsidy Assistance. Do not add explanations on this tab.

NOTE: Enter any leveraged project sponsor cash in row 11, "Grantee cash."

In rows 13-27, enter other leveraged funds not included in the sources listed Rows 3-11.

Column A: Do not enter anything: you do not need to report the specific source of the leveraged funds.

Column B: Should be a single dollar amount.

Column C: Should have "Yes" or "No" response only as to whether any of the reported funds were for Housing Subsidy Assistance. Do not add explanations or other text.

If P-FBH or ST-TFBH activity reported and Row 29 is "0", provide an explanation in "Leveraging" section of the "Data Quality Notes" Tab

If Subsidy Assistance activity reported and Row 30 is "0", provide an explanation in "Leveraging" section of the "Data Quality Notes" Tab

If TBRA activity reported and Row 35 is "0", provide an explanation in "Leveraging" section of the "Data Quality Notes" Tab

Complete this section for all Households served with HOPWA Short-Term Rent, Mortgage, and Utilities Assistance (STRMU) by your organization in the reporting year.

Question	This Report
Households Served by this Activity - STRMU Breakdown	
a. How many households were served with STRMU mortgage assistance **only**?	0
b. How many households were served with STRMU rental assistance **only**?	0
c. How many households were served with STRMU utilities assistance **only**?	0
d. How many households received more than one type of STRMU assistance?	0
STRMU Households Total	**0**
STRMU Expenditures	
What were the HOPWA funds expended for the following budget line items?	
STRMU mortgage assistance	0
STRMU rental assistance	0
STRMU utility assistance	0
Total STRMU Expenditures	**0**
Income Levels for Households Served by this Activity	**0**
What is the number of households with income below 30% of Area Median Income?	0
What is the number of households with income between 31% and 50% of Area Median Income?	0
What is the number of households with income between 51% and 80% of Area Median Income?	0
Sources of Income for Households Served by this Activity	
How many households accessed or maintained access to the following sources of income in the past year?	**0**
Earned Income from Employment	0
Retirement	0
SSI	0
SSDI	0
Other Welfare Assistance (Supplemental Nutrition	0
Private Disability Insurance	0
Veteran's Disability Payment (service or non-service	0
Regular contributions or gifts from organizations or	0
Worker's Compensation	0
General Assistance (GA), or local program	0
Unemployment Insurance	0
Other Sources of Income	0
How many households maintained **no** sources of income?	0
Medical Insurance/Assistance for Households Served by this Activity	
How many households accessed or maintained access to the following sources of medical insurance in the past year?	
MEDICAID Health Program or local program equivalent	0
MEDICARE Health Insurance or local program equivalent	0
Veterans Affairs Medical Services	0
AIDS Drug Assistance Program	0
State Children's Health Insurance Program (SCHIP) or local program equivalent	0
Ryan White-funded Medical or Dental Assistance	0
Longevity for Households Served by this Activity	**0**

General Data Check: If you report expenditures you must report corresponding households. If you report households, you must report expenditures.

This total should include overhead (staff costs, fringe, etc.). **NOTE:** The grantee determines how to report/distribute overhead costs (i.e., all overhead included in one row, or divided across categories with expenditures). All sponsors should report in the same manner.

Income Levels in Rows 16-18:
Data Check: Sum of 16-18 as shown in Row 15 must be = to Row 8

Income Sources in Rows 21-33:
Report ALL sources of income for HOPWA-eligible households (including those for other household members).

Data Check: Sum of 21-33 as shown in Row 20 must be = to or > than Row 8

Medical Insurance in Rows 36-41: Report ALL of the specific insurance types listed that were accessed by HOPWA-eligible households (including those for other household members). The sum of this section does NOT have to match your household total.

Data Check: If 36-41 are all "0", provide explanation in TBRA section of Data Quality Notes Tab.

How many households have been served by STRMU for the first time this year?	0
How many households also received STRMU assistance during the previous STRMU eligibility period?	0
How many households received STRMU assistance **more than twice** during the previous five eligibility periods?	0
How many households received STRMU assistance during the last five **consecutive** eligibility periods?	0
Housing Outcomes for Households Served by this Activity	**0**
How many households continued receiving this type of HOPWA assistance into the next year?	0
How many households exited to other HOPWA housing programs?	0
How many households exited to other housing subsidy programs?	0
How many households exited to an emergency shelter?	0
How many households served with STRMU were able to maintain a private housing situation without subsidy?	0
How many households exited to transitional housing (time limited - up to 24 months)?	0
How many households exited to institutional arrangement expected to last less than six months?	0
How many households exited to institutional arrangement expected to last more than six months?	0
How many households exited to a jail/prison term expected to last less than six months?	0
How many households exited to a jail/prison term expected to last more than six months?	0
How many households exited to a situation that isn't transitional, but is not expected to last more than 90 days and their housing situation after those 90 days is uncertain?	0
How many households exited to a place not meant for human habitation?	0
How many households were disconnected from care?	0
How many of the HOPWA eligible individuals died?	0

Longevity in Rows 43-46:
The total of this section does NOT have to match your household total for this activity.

Data Check: Individually, Rows 44-46 cannot be > than Row 8

Housing Outcomes in Rows 48-61:

Data Check: Sum of 48-61 as shown in Row 47 must be = to Row 8

Complete this section for all Households served with HOPWA Permanent Housing Placement (PHP) assistance by your organization in the reporting year.

Question	This Report
Households Served by this Activity	
How many households were served with PHP assistance?	0
PHP Expenditures for Households Served by this Activity	
What were the HOPWA funds expended for PHP?	0
Sources of Income for Households Served by this Activity	
How many households accessed or maintained access to the following sources of income in the past year?	**0**
Earned Income from Employment	0
Retirement	0
SSI	0
SSDI	0
Other Welfare Assistance (Supplemental Nutrition Assistance Program, WIC, TANF, etc.)	0
Private Disability Insurance	0
Veteran's Disability Payment (service or non-service connected payment)	0
Regular contributions or gifts from organizations or persons not residing in the residence	0
Worker's Compensation	0
General Assistance (GA), or local program	0
Unemployment Insurance	0
Other Sources of Income	0
How many households maintained **no** sources of income?	0
Medical Insurance/Assistance for Households Served by this Activity	
How many households accessed or maintained access to the following sources of medical insurance in the past year?	
MEDICAID Health Program or local program equivalent	0
MEDICARE Health Insurance or local program equivalent	0
Veterans Affairs Medical Services	0
AIDS Drug Assistance Program	0
State Children's Health Insurance Program (SCHIP) or local program equivalent	0
Ryan White-funded Medical or Dental Assistance	0
Housing Outcomes for Households Served by this Activity	**0**
In the context of PHP, "exited" means the housing situation into which the household was placed using the PHP assistance.	
How many households exited to other HOPWA housing programs?	0
How many households exited to other housing subsidy programs?	0
How many households exited to private housing?	0

General Data Check: If you report expenditures you must report corresponding households. If you report households, you must report expenditures.

The total in Row 6 should include overhead (staff costs, fringe, etc.).

Income Sources in Rows 9-21:
Report ALL sources of income for HOPWA-eligible households (including those for other household members).

Data Check: Sum of 9-21 as shown in Row 8 must be = to or > than Row 4

Medical Insurance in Rows 24-29: Report ALL of the specific insurance types listed that were accessed by HOPWA-eligible households (including those for other household members). The sum of this section does NOT have to match your household total.

Data Check: If 24-29 are all "0", provide explanation in "PHP" section of "Data Quality Notes" Tab.

Housing Outcomes in Rows 32-34:
Data Check: Sum of 32-34 as shown in Row 30 must be = to Row 4: if not, provide explanation in "PHP" section of "Data Quality Notes" Tab.

Complete for all households served with HOPWA-funded Housing Information Services by your organization in the reporting year.

See definition of "Housing Information Services" on "Performance Report Cover" tab.

Question	This Report
Households Served by this Activity	
How many households were served with housing information services?	0
Housing Information Services Expenditures	
What were the HOPWA funds expended for Housing Information Services?	0

General Data Check: If you report expenditures you must report corresponding households. If you report households, you must report expenditures.

NOTE: The total in Row 6 should include overhead (staff costs, fringe, etc.).

Complete for all households served with HOPWA funded Supportive Services by your organization in the reporting year.

Note that this table also collects HOPWA Supportive Service expenditures.

Questions	This Report	
Households and Expenditures for Supportive Service Types	**Number of Households**	**Expenditures**
What were the expenditures and number of households for each of the following types of supportive services in the program year?		
Adult Day Care and Personal Assistance	0	0
Alcohol-Drug Abuse	0	0
Child Care	0	0
Case Management	27	31620.43
Education	0	0
Employment Assistance and Training	0	0
Health/Medical Services	0	0
Legal Services	0	0
Life Skills Management	0	0
Meals/Nutritional Services	27	2500
Mental Health Services	0	0
Outreach	0	0
Transportation	27	5551.79
Any other type of HOPWA funded, HUD approved supportive service?	25	4873.52
What were the other type(s) of supportive services provided? (150 characters)	Health-friendly cleaning supplies. (Less harsh on the respiratory and immune system)	
Deduplication of Supportive Services		
How many households received more than one of any type of Supportive Services?	27	

Deduplicated Supportive Services Houshold Total (based on amounts reported in Rows 5-21 above):	**79**	

General Data Check: If you report expenditures you must report corresponding households. If you report households, you must report expenditures.

Column B: enter the unduplicated number of households served by each typr of **HOPWA-FUNDED** Supportive Services

Column C: Report all HOPWA expenditures associated with delivering each type of **HOPWA-FUNDED** Supportive Servces. This total should include overhead (staff costs, fringe, etc.).

NOTE: The grantee can determine how to report/distribute overhead costs (i.e., all overhead included in one row, or divided across categories with expenditures. All sponsors should report in the same manner.

Data Check: If your unduplicated household total calculated in Cell B23 appears incorrect, adjust Row 21.

Only Competitive Grantees with an "Other Housing Activity" approved in their grant agreement should complete this tab.

"Other" Housing Activities -- Households and Expenditures Served by this Activity	This Report
How many households were served with "Other Housing Activity" assistance?	0
What were the HOPWA funds expended for "Other Housing Activity" assistance?	0
What is the "Other" HOPWA budget line item approved in the grant agreement? (150 characters)	

General Data Check: If you report expenditures you must report corresponding households. If you report households, you must report expenditures.

Complete this tab ONLY if you have been approved by HUD in your grant agreement to carry our "Other Housing Activities."

The total in Row 4 should include overhead (staff costs, fringe, etc.).

Activity Review	TBRA	P-FBH	ST-TFBH	STRMU	PHP	Housing Info	SUPP SVC	Other Competitive Activity
Total Households Served in ALL Activities from this report *for each Activity* .	27	0	0	0	0	0	79	0

Housing Subsidy Assistance Household Count Deduplication	
Total Housing Subsidy Assistance (from the TBRA, P-FBH, ST-TFBH, STRMU, PHP, Other Competitive Activity counts above)	**27**
How many households received more than one type of HOPWA Housing Subsidy Assistance for TBRA, P-FBH, ST-TFBH, STRMU, PHP, Other Competitive Activity?	0
Total Unduplicated Housing Subsidy Assistance Household Count	**27**

Data Check: The highest unduplicated activity total shown in row 2 on this ATC tab must be equal to or less than the HOPWA-Eligible individual total reported in row 27 on the DEM & Prior Living Tab. The HOPWA-Eiligble individual total from row 27 is also shown directly to the right for your reference.

DEM tab, row 27:
27

Access to Care (ATC)

Complete HOPWA Outcomes for Access to Care and Support for all households served with HOPWA housing assistance and "other competitive activities" in the reporting year.

Questions	This Report
How many households had contact with a case manager?	27
How many households developed a housing plan for maintaining or establishing stable housing?	27
How many households accessed and maintained medical insurance and/or assistance?	26
How many households had contact with a primary health care provider?	26
How many households accessed or maintained qualification for sources of income?	11
How many households obtained/maintained an income-producing job during the program year (with or without any HOPWA-related assistance)?	4

Rows 10-15: Data Checks:
The values entered in each of these rows individually cannot be greater than the value calculated in Row 6.

If insurance or income were reported on any of the activity tabs, Rows 12 & 14 should be completed accordingly.

If all Rows are "0", provide explanation in Access to Care section of Data Quality Notes Tab.

Reminders: 1. Contact with a case manager does not have to be a HOPWA-funded case manager.

2. Access to medical insurance can include those who accessed other types of insurance not included in the activity tabs.

Subsidy Assistance with Supportive Service, Funded Case Management

Questions	This Report
How many households received any type of HOPWA Housing Subsidy Assistance **and** HOPWA Funded Case Management?	0
How many households received any type of HOPWA Housing Subsidy Assistance **and** HOPWA Supportive Services?	0

Data Check: Individually, Rows 18 & 19 cannot be > than the lesser of Cells H2 or B6.

In Rows 18 & 19, report on Housing Subsidy Assistance households as calculated in Row 6 ONLY.

Case management is a supportive service; therefore, all individuals reported in Row 18 should be included in total reported in Row 19.

Complete for all households who requested Violence Against Women Act (VAWA) protections per 24 CFR 5.2005 with your organization in the reporting year.	
Question	**This Report**
How many **internal** emergency transfers were requested?	0
How many **internal** emergency transfers were granted?	0
How many **external** emergency transfers were requested?	0
How many **external** emergency transfers were granted?	0
How many emergency transfers were denied?	0

If you have this data, please complete Rows 3-7. If you do not have this data, it is currently NOT an error to leave this chart blank.

HOME Attachments

1. UPCS Inspections

2. Purpose of Fair Housing

3. Financial Summary | PR 27 &PR 09

UPCS INSPECTIONS -
HOME FUNDED PROJECTS

Address	Inspection date / Cert of Occupency	Review Summary	Deficiencies	Action Taken	Final Re-Inspection	Next scheduled Inspection	Total # Units	# HOME Units	Afford Start Date	Afford End Date
2015 Zaragoza	October 26, 2022	3 units to repair	electrical, misc.	all items corrected 01/05/23	January 5, 2023	October 2025	130	5	08/14/2014	08/14/2034
11021 Dyer	January 24, 2023	7 units to repair	electrical, plumbing, structural, misc.	all items corrected 3/14/23	March 14, 2023	January 2026	20	20	07/21/2015	07/21/2035
6968 Alameda II	March 21, 2023	3 units to repair	misc.	all items corrected 4/4/23	April 4, 2023	February 2026	14	14	4/9/2019	4/9/2039
1015 Myrtle	April 20, 2023	17 units to repair	electrical, plumbing, structural, misc.	all items corrected 7/20/23	July 20, 2023	February 2026	18	18	08/31/2004	08/31/2028
6385 Santiago	June 20, 2023	8 units to repair	misc.	all items corrected 7/21/23	July 21, 2023	May 2026	30	30	6/23/2022	6/23/2042
6715 Sambrano	June 20, 2023	3 units to repair	plumbing, misc.	all items corrected 07/21/23	July 21, 2023	June 2026	4	4	07/22/2015	7/22/2035
4703 Maxwell	April 23, 2024	3 units to repair	misc	all items corrected 5/1/24	May 1, 2024	July 2026	6	6	09/05/2006	09/05/2026
2022 Cypress	May 21, 2024	1 unit to repair	misc.	all items corrected 6/12/24	June 12, 2024	July 2026	4	4	09/26/2006	09/26/2026
3001 Rivera	July 25, 2023	1 unit to repair	misc.	all items corrected 08/15/23	August 15, 2023	August 2026	10	10	8/31/2019	8/31/2039
611 Rubin	December 4, 2024	3 units to repair	misc.	all items corrected 12/13/24	December 13, 2024	August 2026	8	8	09/29/2011	09/29/2026
701-719 Nino Aguilera	September 10, 2024	21 units to repair	misc.	all items corrected 09/30/24	September 30, 2024	Sept 2026	43	43	08/30/2011	08/30/2026
5717 Divine St.	October 10, 2023	3 units to repair	misc.	all items corrected 10/10/2023	October 10, 2023	October 2026	8	8	11/16/2016	11/16/2036
8301 Leo	December 6, 2023	2 units to repair	misc.	all items corrected 12/6/23	December 6, 2023	December 2026	10	10	12/31/2019	12/31/2039
601 N. Oregon	January 16, 2024	3 units to repair	misc.	all items corrected 1/31/2024	January 31, 2024	January 2027	51	10	8/24/2017	8/24/2037
2114 Magoffin	February 6, 2024	4 units to repair	misc.	all items corrected 2/13/2024	February 13, 2024	February 2027	198	5	7/25/2017	7/25/2037
10200 Hedgerow	February 26, 2021	none	none	inspected 03/05/2024	March 5, 2024	March 2027	96	15	8/1/2017	8/1/2037
4418 Sunrise	March 13, 2024	5 units to repair	misc	all items corrected 4/02/24	April 2, 2024	April 2027	10	10	8/31/2017	8/31/2037
4420 Sunrise	March 13, 2024	6 units to repair	misc	all items corrected 4/02/24	April 2, 2024	April 2027	10	10	9/1/2017	9/1/2037
917 N. Ochoa	June 25, 2024	4 units to repair	misc	re-inspection due 7/11/24	August 6, 2024	July 2027	9	9	01/07/2008	08/31/2028
8556 Dorbandt	August 6, 2024	none	none	all items corrected 08/06/24	August 6, 2024	August 2027	12	12	07/16/2008	07/16/2038
365 La Puesta	August 7, 2024	2 units to repair	misc	re-inspection due 8/21/24	August 21, 2024	August 2027	10	10	6/25/2014	06/25/2034
200 Seville	October 9, 2024	1 unit to repair	plumbing	all items corrected 10/23/24	October 23, 2024	October 2027	3	3	8/8/2018	8/8/2038
7598 Diana	November 18, 2024	5 units to repair	electrical, plumbing, structural, misc.	all items corrected 12/2/24	December 2, 2024	October 2027	10	10	10/14/2015	10/14/2035
3830 Johnson/3330 Lincoln	November 20, 2024	none	none	no findings	November 20, 2024	November 2027	6	6	08/31/2011	08/31/2031
3824-3828 Lincoln	Novemer 20, 2024	none	none	no findings	November 20, 2024	November 2027	10	10	01/08/2013	01/08/2033
3801 & 3809 Pera	December 3, 2024	1 unit to repair	misc.	item corrected 12/03/24	December 3, 2024	December 2027	10	10	05/15/2014	05/15/2034

UPCS INSPECTIONS -
HOME FUNDED PROJECTS

Address	Inspection date / Cert of Occupency	Review Summary	Deficiencies	Action Taken	Final Re-Inspection	Next scheduled Inspection	Total # Units	# HOME Units	Afford Start Date	Afford End Date
1001 Magofin/900 Myrtle	December 5, 2024	none	misc.	none	December 5, 2024	December 2027	19	19	08/29/2012	08/29/2052
4531 Blanco	June 9, 2025	none	misc.	passed inspection 06/09/25	none	June 2028	178	5	8/27/2018	8/27/2038
3501 San Antonio	June 11, 2025	2 units to repair	misc.	all items corrected 06/16/25	June 16, 2025	June 2028	10	10	05/15/2014	05/15/2034
4805 Apollo	July 1, 2025	1 unit to repair	misc.	all items corrected 07/10/25	July 10, 2025	July 2028	4	4	9/4/2018	9/4/2038
6033 Deer	July 11, 2025	none	none	none	July 11, 2025	July 2028	8	8	7/14/2016	7/14/2036
8911/23 Herbert	July 11, 2025	none	none	none	July 11, 2025	July 2028	8	8	8/30/2018	8/30/2038
4421 Lawrence I	August 6, 2025	None	None	None	August 6, 2025	August 2028	8	8	09/30/2009	09/30/2029
4421 Lawrence II	August 6, 2025	None	None	None	August 6, 2025	August 2028	8	8	08/31/2015	08/31/2035
3722-30 Pera	August 11, 2025	3 units to repair	plumbing, misc.	all items corrected 8/18/25	August 18, 2025	August 2028	10	10	08/28/2014	08//28/2034
3319-23 Alameda	June 10, 2025	2 units to repair	misc.	all items corrected 06/20/25	June 20, 2025	EofA 7/27/25	10	10	07/27/2005	07/27/2025
2001-11 Bay Court	July 15, 2025	4 units to repair	plumbing, misc.	all items corrected 07/30/25	July 30, 2025	EofA 8/29/25	8	8	08/29/2005	08/29/2025

UPCS INSPECTIONS -
CDBG FUNDED PROJECTS

Address	Inspection date/Certificate of Occupency	Review Summary	Deficiencies	Action Taken	Final Inspection	Next scheduled Inspection	Total # Units	# CDBG Units	Afford Start Date	Afford End Date
406 Wallenberg	November 3, 2022	18 units to repair	electrical, plumbing	all items corrected 12/19/22	December 19, 2022	October 2025	60	25	6/25/2014	6/25/2029
3326 Lincoln A	January 24, 2023	1 unit to repair	electrical, plumbing, structural, misc.	re-inspection due 4/10/23	April 4, 2023	January 2026	1	1	5/19/2011	5/19/2031
3326 Lincoln B	January 24, 2023	1 unit to repair	electrical, plumbing, structural, misc.	re-inspection due 4/10/23	April 4, 2023	January 2026	1	1	5/19/2011	5/19/2031
4010 Pierce	January 24, 2023	1 unit to repair	electrical, misc.	re-inspection due 4/10/23	April 4, 2023	January 2026	1	1	5/19/2011	5/19/2031
4011 Fillmore A & B	January 24, 2023	2 units to repair	electrical, misc.	re-inspection due 4/10/23	April 4, 2023	January 2026	2	2	5/19/2011	5/19/2031
4013 Fillmore A & B	January 24, 2023	2 units to repair	electrical, misc.	re-inspection due 4/10/23	April 4, 2023	January 2026	2	2	5/19/2011	5/19/2031
3816 Harrison A & B	January 24, 2023	2 units to repair	electrical, misc.	re-inspection due 4/10/23	April 4, 2023	January 2026	2	2	5/19/2011	5/19/2031
600 S. Piedras	January 24, 2023	8 units to repair	plumbing, misc.	re-inspection due 02/21/23	February 21, 2023	January 2026	12	12	3/1/2016	3/1/2036
9056 Cuernavaca	October 19, 2023	None	None	passed inspection	October 16, 2023	October 2026	1	1	2/21/2017	2/21/2037

UPCS INSPECTION - NSP Funded

Address	Inspection date	Review Summary	Deficiencies	Action Taken	Final Inspection	Next scheduled Inspection	Total # Units	Afford Start Date	Afford End Date
3081 Tierra Salada	October 16, 2023	1 unit to repair	misc.	all items corrected 10/16/2023	October 16, 2023	October 2026	1	3/27/2014	3/27/2029
3525 Oxcart Run	October 16, 2023	1 unit to repair	misc.	all items corrected 10/16/2023	October 16, 2023	October 2026	1	3/27/2014	3/27/2029
249 Elvin Way	March 10, 2025	2 units to repair	plumbing	all items corrected 03/19/2025	March 19, 2025	March 2028	15	4/1/2014	4/1/2034

Contract and Subcontract Activity

U.S. Department of Housing and Urban Development

OMB Approval No.: 2577-0088
OMB Approval No.: 2502-0355

Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Orders dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and the these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.

Privacy Act Notice = The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the Information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or relesed outside the United States Department of Housing and Urban Development without your consetn, except as required or permitted by Law.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency	Check if:		2. Location (City, State Zip Code)
City of El Paso Department of Community and Human Development	PH		300 N. Campbell
	IH		El Paso, TX 79901-1196
	CPD	X	
	Housing		

3a. Name of Contact Person	3b. Phone Number (Including Area Code)	4. Reporting Period	5. Program Code (Not applicable for CPD programs.) See explanation of Codes at bottom of Page Use a separate sheet for each program code.	6. Date Submitted to Field Office
Adriana Villalobos	915-212-1683	___ Oct. 1 - Sept. 30, 2025 (Annual -FY)		10/31/2025

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc. 7a.	Amount of Contract or Subcontact 7b.	Type of Trade Code (See below) 7c.	Contractor or Subcontractor Business Racial/Ethnic (See below) 7d.	Woman Owned Business (Yes or No) 7e.	Prime Contractor Identification (ID) Number 7f.	Sec. 3 7g.	Subcontractor Identification (ID) Number 7h	Sec. 3 7i.	Contractor/Subcontractor Name and Address 7j.				
									Name	Street	City	State	Zip
M-18-MC-48-0213; 134 Durril Rd., El Paso, Texas 79915	$ 1,226.70	1	4	No	46-3323272	No			J Carrizal General Construction Inc.	1070 Diesel Dr.	El Paso	TX	79907
M-18-MC-48-0213; 134 Durril Rd., El Paso, Texas 79915	$ 4,500.00	4	4	No			20-1777409	No	Alliance Electrical Contractor	8037 Floyd Way	El Paso	TX	79915
M-18-MC-48-0213; 134 Durril Rd., El Paso, Texas 79915	$ 5,000.00	4	4	No			90-1141853	No	Ski Heating & Air Inc	11601 James Watt Suite D	El Paso	TX	79938
M-18-MC-48-0213; 134 Durril Rd., El Paso, Texas 79915	$ 58,000.00	1	4	No			80-0436422	No	Escareno Remodel & Construction	1805 Shreya	El Paso	TX	79928
M-18-MC-48-0213; 401 S. Glenwood St., El Paso, Texas 79905	$ 93,659.27	1	4	No	74-2979342	No			Mission Trail Construction	9890 Isaac Dr.	El Paso	TX	79927
M-18-MC-48-0213; 401 S. Glenwood St., El Paso, Texas 79905	$ 5,785.73	4	4	No			37-1982542	No	Iron Fist Plumbing	14673 Kenton Rd.	El Paso	TX	79928
M-18-MC-48-0213; 401 S. Glenwood St., El Paso, Texas 79905	$ 3,170.00	4	4	No			463-13-0974	No	Elizardo Garcia Electrical	537 Cascada St	El Paso	TX	79928
M-18-MC-48-0213; 401 S. Glenwood St., El Paso, Texas 79905	$ 3,375.00	4	4	No			46-1725467	No	El Paso's Omega Air Conditioning	695 Rosa Azul	Socorro	TX	79927

7c: Type of Trade Codes:

CPD:
1 = New Construction
2 = Education/Training
3 = Other

Housing/Public Housing:
1 = New Construction
2 = Substantial Rehab.
3 = Repair
4 = Service
5 = Project Mangt.
6 = Professional
7 = Tenant Services
8 = Education/Training
9 = Arch./Engrg. Appraisal
0 = Other

7d: Racial/Ethnic Codes:
1 = White Americans
2 = Black Americans
3 = Native Americans
4 = Hispanic Americans
5 = Asian/Pacific Americans
6 = Hasidic Jews

5: Program Codes (Complete for Housing and Public and Indian Housing programs only):
1 = All Insured, including Section8
2= Flexible Subsidy
3 = Section 8 Noninsured, Non-HFDA
4 = Insured (Management)
5 = Section 202
6 = HUD-Held (Management)
7 = Public/India Housing
8 = Section 811

Previous editions are obsolete.

form **HUD-2516** (8/98)

Commitments from Authorized Funds

Fiscal Year	Total Authorization	Admin/CHDO OP Authorization	CR/CL/CC – Amount Committed to CHDOS	% CHDO Cmtd	SU Funds-Subgrants to Other Entities	EN Funds-PJ Committed to Activities	Total Authorized Commitments	% of Auth Cmtd
1992	$3,798,000.00	$0.00	$779,926.00	20.5%	$0.00	$3,018,074.00	$3,798,000.00	100.0%
1993	$2,501,000.00	$0.00	$375,150.00	15.0%	$0.00	$2,125,850.00	$2,501,000.00	100.0%
1994	$3,543,000.00	$197,967.00	$531,450.00	15.0%	$0.00	$2,813,583.00	$3,543,000.00	100.0%
1995	$3,824,000.00	$314,293.00	$573,600.00	15.0%	$0.00	$2,936,107.00	$3,824,000.00	100.0%
1996	$3,804,000.00	$380,400.00	$570,600.00	15.0%	$0.00	$2,853,000.00	$3,804,000.00	100.0%
1997	$3,720,000.00	$372,000.00	$558,000.00	15.0%	$0.00	$2,790,000.00	$3,720,000.00	100.0%
1998	$3,957,000.00	$395,700.00	$593,550.00	15.0%	$0.00	$2,967,750.00	$3,957,000.00	100.0%
1999	$4,252,000.00	$425,200.00	$637,800.00	15.0%	$0.00	$3,189,000.00	$4,252,000.00	100.0%
2000	$4,251,000.00	$425,100.00	$637,650.00	15.0%	$0.00	$3,188,250.00	$4,251,000.00	100.0%
2001	$4,727,000.00	$472,700.00	$709,050.00	15.0%	$0.00	$3,545,250.00	$4,727,000.00	100.0%
2002	$4,727,000.00	$472,700.00	$709,050.00	15.0%	$0.00	$3,545,250.00	$4,727,000.00	100.0%
2003	$4,184,979.00	$418,497.90	$627,746.85	15.0%	$0.00	$3,138,734.25	$4,184,979.00	100.0%
2004	$4,484,631.00	$430,866.20	$623,930.85	13.9%	$0.00	$3,429,833.95	$4,484,631.00	100.0%
2005	$4,073,437.00	$397,309.60	$595,964.40	14.6%	$0.00	$3,080,163.00	$4,073,437.00	100.0%
2006	$3,784,437.00	$373,436.70	$560,155.05	14.8%	$0.00	$2,850,845.25	$3,784,437.00	100.0%
2007	$3,755,611.00	$370,554.10	$555,831.15	14.8%	$0.00	$2,829,225.75	$3,755,611.00	100.0%
2008	$3,608,766.00	$525,652.56	$1,380,055.15	38.2%	$0.00	$1,703,058.29	$3,608,766.00	100.0%
2009	$3,988,482.00	$560,146.22	$1,620,952.00	40.6%	$0.00	$1,807,383.78	$3,988,482.00	100.0%
2010	$3,965,177.00	$551,856.47	$1,056,147.16	26.6%	$0.00	$2,357,173.37	$3,965,177.00	100.0%
2011	$3,510,073.00	$539,588.95	$2,970,484.05	84.6%	$0.00	$0.00	$3,510,073.00	100.0%
2012	$2,376,289.00	$237,628.90	$2,138,660.10	90.0%	$0.00	$0.00	$2,376,289.00	100.0%
2013	$2,234,097.00	$223,409.70	$1,992,556.46	89.1%	$0.00	$18,130.84	$2,234,097.00	100.0%
2014	$1,545,776.00	$225,047.33	$619,700.87	40.0%	$0.00	$701,027.80	$1,545,776.00	100.0%
2015	$2,005,491.00	$200,549.10	$300,823.65	15.0%	$0.00	$1,504,118.25	$2,005,491.00	100.0%
2016	$2,014,274.00	$201,427.40	$1,463,220.10	72.6%	$0.00	$349,626.50	$2,014,274.00	100.0%
2017	$1,906,765.00	$190,676.50	$1,716,088.50	90.0%	$0.00	$0.00	$1,906,765.00	100.0%
2018	$2,584,816.00	$258,481.60	$272,694.23	10.5%	$0.00	$727,573.47	$1,258,749.30	48.6%
2019	$2,368,032.00	$592,883.25	$0.00	0.0%	$0.00	$0.00	$592,883.25	25.0%
2020	$2,602,575.00	$650,643.75	$0.00	0.0%	$0.00	$0.00	$650,643.75	25.0%
2021	$2,631,084.00	$263,108.40	$0.00	0.0%	$0.00	$0.00	$263,108.40	10.0%
2022	$2,937,943.00	$293,794.30	$0.00	0.0%	$0.00	$0.00	$293,794.30	9.9%
2023	$3,162,143.00	$316,214.30	$0.00	0.0%	$0.00	$0.00	$316,214.30	

Fiscal Year	Total Authorization	Admin/CHDO OP Authorization	CR/CL/CC – Amount Committed to CHDOS	% CHDO Cmtd	SU Funds-Subgrants to Other Entities	EN Funds-PJ Committed to Activities	Total Authorized Commitments	% of Auth Cmtd
2024	$2,628,109.10	$262,810.91	$0.00	0.0%	$0.00	$0.00	$262,810.91	9.9%
2025	$2,713,016.63	$271,301.66	$0.00	0.0%	$0.00	$0.00	$271,301.66	9.9%
Total	**$112,170,003.73**	**$11,811,945.80**	**$25,170,836.57**	**22.4%**	**$0.00**	**$57,469,008.50**	**$94,451,790.87**	**84.2%**

Program Income (PI)

Program Year	Total Receipts	Amount Suballocated to PA	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
1992	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
1993	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
1994	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
1995	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
1996	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
1997	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
1998	$500,000.00	N/A	$500,000.00	100.0%	$500,000.00	$0.00	$500,000.00	100.0%
1999	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2000	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2001	$1,477,398.23	N/A	$1,477,398.23	100.0%	$1,477,398.23	$0.00	$1,477,398.23	100.0%
2002	$0.00	N/A	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2003	$978,540.00	N/A	$978,540.00	100.0%	$978,540.00	$0.00	$978,540.00	100.0%
2004	$1,930,262.74	N/A	$1,930,262.74	100.0%	$1,930,262.74	$0.00	$1,930,262.74	100.0%
2005	$1,003,984.61	N/A	$1,003,984.61	100.0%	$1,003,984.61	$0.00	$1,003,984.61	100.0%
2006	$2,533,561.62	N/A	$2,533,561.62	100.0%	$2,533,561.62	$0.00	$2,533,561.62	100.0%
2007	$1,317,318.33	N/A	$1,317,318.33	100.0%	$1,317,318.33	$0.00	$1,317,318.33	100.0%
2008	$1,667,989.62	N/A	$1,667,989.62	100.0%	$1,667,989.62	$0.00	$1,667,989.62	100.0%
2009	$1,653,220.11	N/A	$1,653,220.11	100.0%	$1,653,220.11	$0.00	$1,653,220.11	100.0%
2010	$1,553,387.69	N/A	$1,553,387.69	100.0%	$1,554,760.06	($1,372.37)	$1,553,387.69	100.0%
2011	$1,885,816.52	N/A	$1,885,816.52	100.0%	$1,885,816.52	$0.00	$1,885,816.52	100.0%
2012	$1,634,518.80	$163,451.00	$1,471,067.80	100.0%	$1,471,067.80	$0.00	$1,471,067.80	100.0%
2013	$1,826,590.53	$182,659.05	$1,643,931.48	100.0%	$1,643,931.48	$0.00	$1,643,931.48	100.0%
2014	$1,713,234.79	$171,323.48	$1,541,911.31	100.0%	$1,541,911.31	$0.00	$1,541,911.31	100.0%
2015	$1,959,418.55	$195,941.86	$1,763,476.69	100.0%	$1,763,476.69	$0.00	$1,763,476.69	100.0%
2016	$2,001,583.04	$199,220.93	$1,585,488.16	87.9%	$1,585,488.16	$0.00	$1,585,488.16	87.9%
2017	$2,435,709.27	$243,619.88	$1,962,731.41	89.5%	$1,962,731.41	$0.00	$1,962,731.41	89.5%
2018	$2,475,591.96	$155,649.06	$2,319,942.90	100.0%	$1,607,026.84	$0.00	$1,607,026.84	69.2%
2019	$1,684,585.54	$215,125.31	$332,471.87	22.6%	$205,221.40	$0.00	$205,221.40	13.9%
2020	$2,975,822.97	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2021	$2,494,271.82	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2022	$1,751,006.28	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2023	$1,937,903.24	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2024	$1,884,914.60	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%

Program Year	Total Receipts	Amount Suballocated to PA	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
2025	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
Total	**$43,276,630.86**	**$1,526,990.57**	**$29,122,501.09**	**69.7%**	**$28,283,706.93**	**($1,372.37)**	**$28,282,334.56**	**67.7%**

Program Income for Administration (PA)

Program Year	Authorized Amount	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
2012	$163,451.00	$163,451.00	100.0%	$163,451.00	$0.00	$163,451.00	100.0%
2013	$182,659.05	$21,550.20	11.7%	$21,549.53	$0.00	$21,549.53	11.7%
2014	$171,323.48	$111,902.84	65.3%	$111,902.84	$0.00	$111,902.84	65.3%
2015	$195,941.86	$195,941.86	100.0%	$140,617.95	$0.00	$140,617.95	71.7%
2016	$199,220.93	$199,220.93	100.0%	$199,220.93	$0.00	$199,220.93	100.0%
2017	$243,619.88	$243,619.88	100.0%	$118,708.65	$0.00	$118,708.65	48.7%
2018	$155,649.06	$155,649.06	100.0%	$116,109.78	$0.00	$116,109.78	74.5%
2019	$215,125.31	$215,125.31	100.0%	$85,727.71	$0.00	$85,727.71	39.8%
2020	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2021	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2022	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2023	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2024	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2025	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
Total	**$1,526,990.57**	**$1,306,461.08**	**85.5%**	**$957,288.39**	**$0.00**	**$957,288.39**	**62.6%**

Recaptured Homebuyer Funds (HP)

Program Year	Total Receipts	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
2015	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2016	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2017	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2018	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2019	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2020	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2021	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2022	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2023	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2024	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2025	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
Total	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**$0.00**	**0.0%**

Repayments to Local Account (IU)

Program Year	Total Recipts	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
2015	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2016	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2017	$3,780.00	$3,780.00	100.0%	$3,780.00	$0.00	$3,780.00	100.0%
2018	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2019	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2020	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2021	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2022	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2023	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2024	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
2025	$0.00	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%
Total	**$3,780.00**	**$3,780.00**	**100.0%**	**$3,780.00**	**$0.00**	**$3,780.00**	**100.0%**

Disbursements from Treasury Account

Fiscal Year	Total Authorization	Disbursed	Returned	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disb	Available to Disburse
1992	$3,798,000.00	$3,798,000.00	$0.00	$3,798,000.00	$0.00	$3,798,000.00	100.0%	$0.00
1993	$2,501,000.00	$2,501,000.00	$0.00	$2,501,000.00	$0.00	$2,501,000.00	100.0%	$0.00
1994	$3,543,000.00	$3,543,000.00	$0.00	$3,543,000.00	$0.00	$3,543,000.00	100.0%	$0.00
1995	$3,824,000.00	$3,824,000.00	$0.00	$3,824,000.00	$0.00	$3,824,000.00	100.0%	$0.00
1996	$3,804,000.00	$3,804,000.00	$0.00	$3,804,000.00	$0.00	$3,804,000.00	100.0%	$0.00
1997	$3,720,000.00	$3,720,000.00	$0.00	$3,720,000.00	$0.00	$3,720,000.00	100.0%	$0.00
1998	$3,957,000.00	$3,957,000.00	$0.00	$3,957,000.00	$0.00	$3,957,000.00	100.0%	$0.00
1999	$4,252,000.00	$4,252,000.00	$0.00	$4,252,000.00	$0.00	$4,252,000.00	100.0%	$0.00
2000	$4,251,000.00	$4,251,000.00	$0.00	$4,251,000.00	$0.00	$4,251,000.00	100.0%	$0.00
2001	$4,727,000.00	$4,727,000.00	$0.00	$4,727,000.00	$0.00	$4,727,000.00	100.0%	$0.00
2002	$4,727,000.00	$4,727,000.00	$0.00	$4,727,000.00	$0.00	$4,727,000.00	100.0%	$0.00
2003	$4,184,979.00	$4,184,979.00	$0.00	$4,184,979.00	$0.00	$4,184,979.00	100.0%	$0.00
2004	$4,484,631.00	$5,425,095.86	($940,464.86)	$4,484,631.00	$0.00	$4,484,631.00	100.0%	$0.00
2005	$4,073,437.00	$4,205,616.47	($132,179.47)	$4,073,437.00	$0.00	$4,073,437.00	100.0%	$0.00
2006	$3,784,437.00	$3,784,437.00	$0.00	$3,784,437.00	$0.00	$3,784,437.00	100.0%	$0.00
2007	$3,755,611.00	$3,928,766.37	($173,155.37)	$3,755,611.00	$0.00	$3,755,611.00	100.0%	$0.00
2008	$3,608,766.00	$3,608,766.00	$0.00	$3,608,766.00	$0.00	$3,608,766.00	100.0%	$0.00
2009	$3,988,482.00	$3,989,392.00	($910.00)	$3,988,482.00	$0.00	$3,988,482.00	100.0%	$0.00
2010	$3,965,177.00	$3,976,110.88	($10,933.88)	$3,965,177.00	$0.00	$3,965,177.00	100.0%	$0.00
2011	$3,510,073.00	$3,514,074.56	($4,001.56)	$3,510,073.00	$0.00	$3,510,073.00	100.0%	$0.00
2012	$2,376,289.00	$2,539,740.87	($163,451.87)	$2,376,289.00	$0.00	$2,376,289.00	100.0%	$0.00
2013	$2,234,097.00	$2,255,001.59	($20,904.59)	$2,234,097.00	$0.00	$2,234,097.00	100.0%	$0.00
2014	$1,545,776.00	$1,547,727.26	($1,951.26)	$1,545,776.00	$0.00	$1,545,776.00	100.0%	$0.00
2015	$2,005,491.00	$2,005,491.00	$0.00	$2,005,491.00	$0.00	$2,005,491.00	100.0%	$0.00
2016	$2,014,274.00	$2,014,329.20	($55.20)	$2,014,274.00	$0.00	$2,014,274.00	100.0%	$0.00
2017	$1,906,765.00	$1,906,765.00	$0.00	$1,906,765.00	$0.00	$1,906,765.00	100.0%	$0.00
2018	$2,584,816.00	$1,186,297.86	$0.00	$1,186,297.86	$0.00	$1,186,297.86	45.8%	$1,398,518.14
2019	$2,368,032.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.0%	$2,368,032.00
2020	$2,602,575.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.0%	$2,602,575.00
2021	$2,631,084.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.0%	$2,631,084.00
2022	$2,937,943.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.0%	$2,937,943.00
2023	$3,162,143.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.0%	$3,162,143.00
2024	$2,628,109.10	$0.00	$0.00	$0.00	$0.00	$0.00	0.0%	$2,628,10

Fiscal Year	Total Authorization	Disbursed	Returned	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disb	Available to Disburse
2025	$2,713,016.63	$0.00	$0.00	$0.00	$0.00	$0.00	0.0%	$2,713,016.63
Total	**$112,170,003.73**	**$93,176,590.92**	**($1,448,008.06)**	**$91,728,582.86**	**$0.00**	**$91,728,582.86**	**81.7%**	**$20,441,420.87**

Home Activities Commitments/Disbursements from Treasury Account

Fiscal Year	Authorized for Activities	Amount Committed to Activities	% Cmtd	Disbursed	Returned	Net Disbursed	% Net Disb	Disbursed Pending Approval	Total Disbursed	% Disb
1992	$3,798,000.00	$3,798,000.00	100.0%	$3,798,000.00	$0.00	$3,798,000.00	100.0%	$0.00	$3,798,000.00	100.0%
1993	$2,501,000.00	$2,501,000.00	100.0%	$2,501,000.00	$0.00	$2,501,000.00	100.0%	$0.00	$2,501,000.00	100.0%
1994	$3,345,033.00	$3,345,033.00	100.0%	$3,345,033.00	$0.00	$3,345,033.00	100.0%	$0.00	$3,345,033.00	100.0%
1995	$3,509,707.00	$3,509,707.00	100.0%	$3,509,707.00	$0.00	$3,509,707.00	100.0%	$0.00	$3,509,707.00	100.0%
1996	$3,423,600.00	$3,423,600.00	100.0%	$3,423,600.00	$0.00	$3,423,600.00	100.0%	$0.00	$3,423,600.00	100.0%
1997	$3,348,000.00	$3,348,000.00	100.0%	$3,348,000.00	$0.00	$3,348,000.00	100.0%	$0.00	$3,348,000.00	100.0%
1998	$3,561,300.00	$3,561,300.00	100.0%	$3,561,300.00	$0.00	$3,561,300.00	100.0%	$0.00	$3,561,300.00	100.0%
1999	$3,826,800.00	$3,826,800.00	100.0%	$3,826,800.00	$0.00	$3,826,800.00	100.0%	$0.00	$3,826,800.00	100.0%
2000	$3,825,900.00	$3,825,900.00	100.0%	$3,825,900.00	$0.00	$3,825,900.00	100.0%	$0.00	$3,825,900.00	100.0%
2001	$4,254,300.00	$4,254,300.00	100.0%	$4,254,300.00	$0.00	$4,254,300.00	100.0%	$0.00	$4,254,300.00	100.0%
2002	$4,254,300.00	$4,254,300.00	100.0%	$4,254,300.00	$0.00	$4,254,300.00	100.0%	$0.00	$4,254,300.00	100.0%
2003	$3,766,481.10	$3,766,481.10	100.0%	$3,766,481.10	$0.00	$3,766,481.10	100.0%	$0.00	$3,766,481.10	100.0%
2004	$4,053,764.80	$4,053,764.80	100.0%	$4,994,229.66	($940,464.86)	$4,053,764.80	100.0%	$0.00	$4,053,764.80	100.0%
2005	$3,676,127.40	$3,676,127.40	100.0%	$3,808,306.87	($132,179.47)	$3,676,127.40	100.0%	$0.00	$3,676,127.40	100.0%
2006	$3,411,000.30	$3,411,000.30	100.0%	$3,411,000.30	$0.00	$3,411,000.30	100.0%	$0.00	$3,411,000.30	100.0%
2007	$3,385,056.90	$3,385,056.90	100.0%	$3,558,212.27	($173,155.37)	$3,385,056.90	100.0%	$0.00	$3,385,056.90	100.0%
2008	$3,083,113.44	$3,083,113.44	100.0%	$3,083,113.44	$0.00	$3,083,113.44	100.0%	$0.00	$3,083,113.44	100.0%
2009	$3,428,335.78	$3,428,335.78	100.0%	$3,429,245.78	($910.00)	$3,428,335.78	100.0%	$0.00	$3,428,335.78	100.0%
2010	$3,413,320.53	$3,413,320.53	100.0%	$3,424,254.41	($10,933.88)	$3,413,320.53	100.0%	$0.00	$3,413,320.53	100.0%
2011	$2,970,484.05	$2,970,484.05	100.0%	$2,974,485.61	($4,001.56)	$2,970,484.05	100.0%	$0.00	$2,970,484.05	100.0%
2012	$2,138,660.10	$2,138,660.10	100.0%	$2,138,660.10	$0.00	$2,138,660.10	100.0%	$0.00	$2,138,660.10	100.0%
2013	$2,010,687.30	$2,010,687.30	100.0%	$2,031,449.42	($20,762.12)	$2,010,687.30	100.0%	$0.00	$2,010,687.30	100.0%
2014	$1,320,728.67	$1,320,728.67	100.0%	$1,320,728.67	$0.00	$1,320,728.67	100.0%	$0.00	$1,320,728.67	100.0%
2015	$1,804,941.90	$1,804,941.90	100.0%	$1,804,941.90	$0.00	$1,804,941.90	100.0%	$0.00	$1,804,941.90	100.0%
2016	$1,812,846.60	$1,812,846.60	100.0%	$1,812,901.80	($55.20)	$1,812,846.60	100.0%	$0.00	$1,812,846.60	100.0%
2017	$1,716,088.50	$1,716,088.50	100.0%	$1,716,088.50	$0.00	$1,716,088.50	100.0%	$0.00	$1,716,088.50	100.0%
2018	$2,326,334.40	$1,000,267.70	43.0%	$1,000,267.70	$0.00	$1,000,267.70	43.0%	$0.00	$1,000,267.70	43.0%
2019	$1,656,572.10	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%
2020	$1,821,802.50	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%
2021	$2,367,975.60	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%
2022	$2,644,148.70	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%
2023	$2,845,928.70	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%

Fiscal Year	Authorized for Activities	Amount Committed to Activities	% Cmtd	Disbursed	Returned	Net Disbursed	% Net Disb	Disbursed Pending Approval	Total Disbursed	% Disb
2024	$2,365,298.19	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%
2025	$2,441,714.97	$0.00	0.0%	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%
Total	**$100,109,352.53**	**$82,639,845.07**	**82.5%**	**$83,922,307.53**	**($1,282,462.46)**	**$82,639,845.07**	**82.5%**	**$0.00**	**$82,639,845.07**	**82.5%**

Administrative Funds (AD)

Fiscal Year	Authorized Amount	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1992	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1993	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1994	$197,967.00	$197,967.00	100.0%	$0.00	$197,967.00	100.0%	$0.00
1995	$314,293.00	$314,293.00	100.0%	$0.00	$314,293.00	100.0%	$0.00
1996	$380,400.00	$380,400.00	100.0%	$0.00	$380,400.00	100.0%	$0.00
1997	$372,000.00	$372,000.00	100.0%	$0.00	$372,000.00	100.0%	$0.00
1998	$395,700.00	$395,700.00	100.0%	$0.00	$395,700.00	100.0%	$0.00
1999	$425,200.00	$425,200.00	100.0%	$0.00	$425,200.00	100.0%	$0.00
2000	$425,100.00	$425,100.00	100.0%	$0.00	$425,100.00	100.0%	$0.00
2001	$472,700.00	$472,700.00	100.0%	$0.00	$472,700.00	100.0%	$0.00
2002	$472,700.00	$472,700.00	100.0%	$0.00	$472,700.00	100.0%	$0.00
2003	$418,497.90	$418,497.90	100.0%	$0.00	$418,497.90	100.0%	$0.00
2004	$430,866.20	$430,866.20	100.0%	$0.00	$430,866.20	100.0%	$0.00
2005	$397,309.60	$397,309.60	100.0%	$0.00	$397,309.60	100.0%	$0.00
2006	$373,436.70	$373,436.70	100.0%	$0.00	$373,436.70	100.0%	$0.00
2007	$370,554.10	$370,554.10	100.0%	$0.00	$370,554.10	100.0%	$0.00
2008	$525,652.56	$525,652.56	100.0%	$0.00	$525,652.56	100.0%	$0.00
2009	$560,146.22	$560,146.22	100.0%	$0.00	$560,146.22	100.0%	$0.00
2010	$551,856.47	$551,856.47	100.0%	$0.00	$551,856.47	100.0%	$0.00
2011	$539,588.95	$539,588.95	100.0%	$0.00	$539,588.95	100.0%	$0.00
2012	$237,628.90	$237,628.90	100.0%	$0.00	$237,628.90	100.0%	$0.00
2013	$223,409.70	$223,409.70	100.0%	$0.00	$223,409.70	100.0%	$0.00
2014	$225,047.33	$225,047.33	100.0%	$0.00	$225,047.33	100.0%	$0.00
2015	$200,549.10	$200,549.10	100.0%	$0.00	$200,549.10	100.0%	$0.00
2016	$201,427.40	$201,427.40	100.0%	$0.00	$201,427.40	100.0%	$0.00
2017	$190,676.50	$190,676.50	100.0%	$0.00	$190,676.50	100.0%	$0.00
2018	$258,481.60	$186,030.16	71.9%	$72,451.44	$186,030.16	71.9%	$72,451.44
2019	$592,883.25	$237,153.30	39.9%	$355,729.95	$0.00	0.0%	$592,883.25
2020	$650,643.75	$0.00	0.0%	$650,643.75	$0.00	0.0%	$650,643.75
2021	$263,108.40	$0.00	0.0%	$263,108.40	$0.00	0.0%	$263,108.40
2022	$293,794.30	$0.00	0.0%	$293,794.30	$0.00	0.0%	$293,794.30
2023	$316,214.30	$0.00	0.0%	$316,214.30	$0.00	0.0%	$316,214.30
2024	$262,810.91	$0.00	0.0%	$262,810.91	$0.00	0.0%	$262,81

Fiscal Year	Authorized Amount	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
2025	$271,301.66	$0.00	0.0%	$271,301.66	$0.00	0.0%	$271,301.66
Total	**$11,811,945.80**	**$9,325,891.09**	**78.9%**	**$2,486,054.71**	**$9,088,737.79**	**76.9%**	**$2,723,208.01**

CHDO Operating Funds (CO)

Fiscal Year	Authorized Amount	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1992	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1993	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1994	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1995	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1996	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1997	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1998	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1999	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2000	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2001	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2002	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2003	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2004	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2005	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2006	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2007	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2008	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2009	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2010	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2011	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2012	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2013	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2014	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2015	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2016	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2017	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2018	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2019	$118,576.65	$0.00	0.0%	$118,576.65	$0.00	0.0%	$118,576.65
2020	$130,128.75	$0.00	0.0%	$130,128.75	$0.00	0.0%	$130,128.75
2021	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2022	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2023	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2024	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$

Fiscal Year	Authorized Amount	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
2025	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
Total	**$248,705.40**	**$0.00**	**0.0%**	**$248,705.40**	**$0.00**	**0.0%**	**$248,705.40**

CHDO Funds (CR)

Fiscal Year	CHDO Requirement	Authorized Amount	Amount Suballocated to CL/CC	Amount Subgranted to CHDOS	Balance to Subgrant	Funds Committed to Activities	% Subg Cmtd	Balance to Commit	Total Disbursed	% Subg Disb	Available to Disburse
1992	$569,700.00	$779,926.00	$0.00	$779,926.00	$0.00	$779,926.00	100.0%	$0.00	$779,926.00	100.0%	$0.00
1993	$375,150.00	$375,150.00	$0.00	$375,150.00	$0.00	$375,150.00	100.0%	$0.00	$375,150.00	100.0%	$0.00
1994	$531,450.00	$531,450.00	$0.00	$531,450.00	$0.00	$531,450.00	100.0%	$0.00	$531,450.00	100.0%	$0.00
1995	$573,600.00	$573,600.00	$0.00	$573,600.00	$0.00	$573,600.00	100.0%	$0.00	$573,600.00	100.0%	$0.00
1996	$570,600.00	$570,600.00	$0.00	$570,600.00	$0.00	$570,600.00	100.0%	$0.00	$570,600.00	100.0%	$0.00
1997	$558,000.00	$558,000.00	$0.00	$558,000.00	$0.00	$558,000.00	100.0%	$0.00	$558,000.00	100.0%	$0.00
1998	$593,550.00	$593,550.00	$0.00	$593,550.00	$0.00	$593,550.00	100.0%	$0.00	$593,550.00	100.0%	$0.00
1999	$637,800.00	$637,800.00	$0.00	$637,800.00	$0.00	$637,800.00	100.0%	$0.00	$637,800.00	100.0%	$0.00
2000	$637,650.00	$637,650.00	$0.00	$637,650.00	$0.00	$637,650.00	100.0%	$0.00	$637,650.00	100.0%	$0.00
2001	$709,050.00	$709,050.00	$0.00	$709,050.00	$0.00	$709,050.00	100.0%	$0.00	$709,050.00	100.0%	$0.00
2002	$709,050.00	$709,050.00	$0.00	$709,050.00	$0.00	$709,050.00	100.0%	$0.00	$709,050.00	100.0%	$0.00
2003	$627,746.85	$627,746.85	$0.00	$627,746.85	$0.00	$627,746.85	100.0%	$0.00	$627,746.85	100.0%	$0.00
2004	$623,930.85	$623,930.85	$0.00	$623,930.85	$0.00	$623,930.85	100.0%	$0.00	$623,930.85	100.0%	$0.00
2005	$595,964.40	$595,964.40	$0.00	$595,964.40	$0.00	$595,964.40	100.0%	$0.00	$595,964.40	100.0%	$0.00
2006	$560,155.05	$560,155.05	$0.00	$560,155.05	$0.00	$560,155.05	100.0%	$0.00	$560,155.05	100.0%	$0.00
2007	$555,831.15	$555,831.15	$0.00	$555,831.15	$0.00	$555,831.15	100.0%	$0.00	$555,831.15	100.0%	$0.00
2008	$538,280.40	$1,380,055.15	$0.00	$1,380,055.15	$0.00	$1,380,055.15	100.0%	$0.00	$1,380,055.15	100.0%	$0.00
2009	$598,272.30	$1,620,952.00	$0.00	$1,620,952.00	$0.00	$1,620,952.00	100.0%	$0.00	$1,620,952.00	100.0%	$0.00
2010	$594,776.55	$1,056,147.16	$0.00	$1,056,147.16	$0.00	$1,056,147.16	100.0%	$0.00	$1,056,147.16	100.0%	$0.00
2011	$526,510.95	$2,970,484.05	$0.00	$2,970,484.05	$0.00	$2,970,484.05	100.0%	$0.00	$2,970,484.05	100.0%	$0.00
2012	$356,443.35	$2,138,660.10	$0.00	$2,138,660.10	$0.00	$2,138,660.10	100.0%	$0.00	$2,138,660.10	100.0%	$0.00
2013	$335,114.55	$1,992,556.46	$0.00	$1,992,556.46	$0.00	$1,992,556.46	100.0%	$0.00	$1,992,556.46	100.0%	$0.00
2014	$339,555.60	$619,700.87	$0.00	$619,700.87	$0.00	$619,700.87	100.0%	$0.00	$619,700.87	100.0%	$0.00
2015	$300,823.65	$300,823.65	$0.00	$300,823.65	$0.00	$300,823.65	100.0%	$0.00	$300,823.65	100.0%	$0.00
2016	$302,141.10	$1,463,220.10	$0.00	$1,463,220.10	$0.00	$1,463,220.10	100.0%	$0.00	$1,463,220.10	100.0%	$0.00
2017	$0.00	$1,716,088.50	$0.00	$1,716,088.50	$0.00	$1,716,088.50	100.0%	$0.00	$1,716,088.50	100.0%	$0.00
2018	$0.00	$429,483.92	$0.00	$429,483.92	$0.00	$272,694.23	63.4%	$156,789.69	$272,694.23	63.4%	$156,789.69
2019	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2020	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2021	$394,662.60	$394,662.60	$0.00	$0.00	$394,662.60	$0.00	0.0%	$394,662.60	$0.00	0.0%	$394,662.60
2022	$440,691.45	$440,691.45	$0.00	$0.00	$440,691.45	$0.00	0.0%	$440,691.45	$0.00	0.0%	$440,691.45
2023	$474,321.45	$474,321.45	$0.00	$0.00	$474,321.45	$0.00	0.0%	$474,321.45	$0.00	0.0%	$474,32

Fiscal Year	CHDO Requirement	Authorized Amount	Amount Suballocated to CL/CC	Amount Subgranted to CHDOS	Balance to Subgrant	Funds Committed to Activities	% Subg Cmtd	Balance to Commit	Total Disbursed	% Subg Disb	Available to Disburse
2024	$394,216.37	$394,216.37	$0.00	$0.00	$394,216.37	$0.00	0.0%	$394,216.37	$0.00	0.0%	$394,216.37
2025	$406,952.49	$406,952.49	$0.00	$0.00	$406,952.49	$0.00	0.0%	$406,952.49	$0.00	0.0%	$406,952.49
Total	**$15,431,991.11**	**$27,438,470.62**	**$0.00**	**$25,327,626.26**	**$2,110,844.3(**	**$25,170,836.57**	**99.3%**	**$2,267,634.05**	**$25,170,836.57**	**99.3%**	**$2,267,634.05**

CHDO Loans (CL)

Fiscal Year	Authorized Amount	Amount Subgranted	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1992	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1993	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1994	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1995	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1996	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1997	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1998	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1999	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2000	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2001	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2002	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2003	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2004	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2005	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2006	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2007	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2008	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2009	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2010	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2011	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2012	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2013	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2014	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2015	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2016	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2017	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2018	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2019	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2020	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2021	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2022	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2023	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2024	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$

Fiscal Year	Authorized Amount	Amount Subgranted	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
2025	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
Total	**$0.00**	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**0.0%**	**$0.00**

CHDO Capacity (CC)

Fiscal Year	Authorized Amount	Amount Subgranted	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1992	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1993	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1994	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1995	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1996	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1997	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1998	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1999	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2000	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2001	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2002	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2003	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2004	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2005	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2006	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2007	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2008	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2009	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2010	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2011	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2012	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2013	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2014	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2015	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2016	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2017	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2018	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2019	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2020	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2021	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2022	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2023	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2024	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$

Fiscal Year	Authorized Amount	Amount Subgranted	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
2025	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
Total	**$0.00**	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**0.0%**	**$0.00**

Reservations to State Recipients and Subrecipients (SU)

Fiscal Year	Authorized Amount	Amount Subgranted to Other Entities	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
1992	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1993	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1994	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1995	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1996	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1997	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1998	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
1999	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2000	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2001	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2002	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2003	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2004	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2005	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2006	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2007	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2008	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2009	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2010	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2011	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2012	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2013	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2014	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2015	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2016	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2017	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2018	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2019	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2020	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2021	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2022	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2023	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
2024	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$

Fiscal Year	Authorized Amount	Amount Subgranted to Other Entities	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Auth Disb	Available to Disburse
2025	$0.00	$0.00	$0.00	0.0%	$0.00	$0.00	0.0%	$0.00
Total	**$0.00**	**$0.00**	**$0.00**	**0.0%**	**$0.00**	**$0.00**	**0.0%**	**$0.00**

Total Program Funds

Fiscal Year	Total Authorization	Local Account Funds	Committed Amount	Net Disbursed for Activities	Net Disbursed for AD/CO/CB	Net Disbursed	Disbursed Pending Approval	Total Disbursed	Available to Disburse
1992	$3,798,000.00	$0.00	$3,798,000.00	$3,798,000.00	$0.00	$3,798,000.00	$0.00	$3,798,000.00	$0.00
1993	$2,501,000.00	$0.00	$2,501,000.00	$2,501,000.00	$0.00	$2,501,000.00	$0.00	$2,501,000.00	$0.00
1994	$3,543,000.00	$0.00	$3,543,000.00	$3,345,033.00	$197,967.00	$3,543,000.00	$0.00	$3,543,000.00	$0.00
1995	$3,824,000.00	$0.00	$3,824,000.00	$3,509,707.00	$314,293.00	$3,824,000.00	$0.00	$3,824,000.00	$0.00
1996	$3,804,000.00	$0.00	$3,804,000.00	$3,423,600.00	$380,400.00	$3,804,000.00	$0.00	$3,804,000.00	$0.00
1997	$3,720,000.00	$0.00	$3,720,000.00	$3,348,000.00	$372,000.00	$3,720,000.00	$0.00	$3,720,000.00	$0.00
1998	$3,957,000.00	$500,000.00	$4,457,000.00	$4,061,300.00	$395,700.00	$4,457,000.00	$0.00	$4,457,000.00	$0.00
1999	$4,252,000.00	$0.00	$4,252,000.00	$3,826,800.00	$425,200.00	$4,252,000.00	$0.00	$4,252,000.00	$0.00
2000	$4,251,000.00	$0.00	$4,251,000.00	$3,825,900.00	$425,100.00	$4,251,000.00	$0.00	$4,251,000.00	$0.00
2001	$4,727,000.00	$1,477,398.23	$6,204,398.23	$5,731,698.23	$472,700.00	$6,204,398.23	$0.00	$6,204,398.23	$0.00
2002	$4,727,000.00	$0.00	$4,727,000.00	$4,254,300.00	$472,700.00	$4,727,000.00	$0.00	$4,727,000.00	$0.00
2003	$4,184,979.00	$978,540.00	$5,163,519.00	$4,745,021.10	$418,497.90	$5,163,519.00	$0.00	$5,163,519.00	$0.00
2004	$4,484,631.00	$1,930,262.74	$6,414,893.74	$5,984,027.54	$430,866.20	$6,414,893.74	$0.00	$6,414,893.74	$0.00
2005	$4,073,437.00	$1,003,984.61	$5,077,421.61	$4,680,112.01	$397,309.60	$5,077,421.61	$0.00	$5,077,421.61	$0.00
2006	$3,784,437.00	$2,533,561.62	$6,317,998.62	$5,944,561.92	$373,436.70	$6,317,998.62	$0.00	$6,317,998.62	$0.00
2007	$3,755,611.00	$1,317,318.33	$5,072,929.33	$4,702,375.23	$370,554.10	$5,072,929.33	$0.00	$5,072,929.33	$0.00
2008	$3,608,766.00	$1,667,989.62	$5,276,755.62	$4,751,103.06	$525,652.56	$5,276,755.62	$0.00	$5,276,755.62	$0.00
2009	$3,988,482.00	$1,653,220.11	$5,641,702.11	$5,081,555.89	$560,146.22	$5,641,702.11	$0.00	$5,641,702.11	$0.00
2010	$3,965,177.00	$1,553,387.69	$5,518,564.69	$4,968,080.59	$551,856.47	$5,519,937.06	($1,372.37)	$5,518,564.69	$0.00
2011	$3,510,073.00	$1,885,816.52	$5,395,889.52	$4,856,300.57	$539,588.95	$5,395,889.52	$0.00	$5,395,889.52	$0.00
2012	$2,376,289.00	$1,634,518.80	$4,010,807.80	$3,773,178.90	$237,628.90	$4,010,807.80	$0.00	$4,010,807.80	$0.00
2013	$2,234,097.00	$1,826,590.53	$3,899,578.68	$3,676,168.31	$223,409.70	$3,899,578.01	$0.00	$3,899,578.01	$161,109.52
2014	$1,545,776.00	$1,713,234.79	$3,199,590.15	$2,974,542.82	$225,047.33	$3,199,590.15	$0.00	$3,199,590.15	$59,420.64
2015	$2,005,491.00	$1,959,418.55	$3,964,909.55	$3,709,036.54	$200,549.10	$3,909,585.64	$0.00	$3,909,585.64	$55,323.91
2016	$2,014,274.00	$2,001,583.04	$3,798,983.09	$3,597,555.69	$201,427.40	$3,798,983.09	$0.00	$3,798,983.09	$216,873.95
2017	$1,906,765.00	$2,439,489.27	$4,116,896.29	$3,801,308.56	$190,676.50	$3,991,985.06	$0.00	$3,991,985.06	$354,269.21
2018	$2,584,816.00	$2,475,591.96	$3,661,889.82	$2,723,404.32	$186,030.16	$2,909,434.48	$0.00	$2,909,434.48	$2,150,973.48
2019	$2,368,032.00	$1,684,585.54	$784,750.48	$290,949.11	$0.00	$290,949.11	$0.00	$290,949.11	$3,761,668.43
2020	$2,602,575.00	$2,975,822.97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,578,397.97
2021	$2,631,084.00	$2,494,271.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,125,355.82
2022	$2,937,943.00	$1,751,006.28	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,688,949.28
2023	$3,162,143.00	$1,937,903.24	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,100,0

Fiscal Year	Total Authorization	Local Account Funds	Committed Amount	Net Disbursed for Activities	Net Disbursed for AD/CO/CB	Net Disbursed	Disbursed Pending Approval	Total Disbursed	Available to Disburse
2024	$2,628,109.10	$1,884,914.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,513,023.70
2025	$2,713,016.63	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,713,016.63
Total	**$112,170,003.73**	**$43,280,410.86**	**$122,398,478.33**	**$111,884,620.39**	**$9,088,737.79**	**$120,973,358.18**	**($1,372.37)**	**$120,971,985.81**	**$34,478,428.78**

Total Program Percent

Fiscal Year	Total Authorization	Local Account Funds	% Committed for Activities	% Disb for Activities	% Disb for AD/CO/CB	% Net Disbursed	% Disbursed Pending Approval	% Total Disbursed	% Available to Disburse
1992	$3,798,000.00	$0.00	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
1993	$2,501,000.00	$0.00	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
1994	$3,543,000.00	$0.00	100.0%	94.4%	5.5%	100.0%	0.0%	100.0%	0.0%
1995	$3,824,000.00	$0.00	100.0%	91.7%	8.2%	100.0%	0.0%	100.0%	0.0%
1996	$3,804,000.00	$0.00	100.0%	90.0%	10.0%	100.0%	0.0%	100.0%	0.0%
1997	$3,720,000.00	$0.00	100.0%	90.0%	10.0%	100.0%	0.0%	100.0%	0.0%
1998	$3,957,000.00	$500,000.00	100.0%	91.1%	10.0%	100.0%	0.0%	100.0%	0.0%
1999	$4,252,000.00	$0.00	100.0%	90.0%	10.0%	100.0%	0.0%	100.0%	0.0%
2000	$4,251,000.00	$0.00	100.0%	90.0%	10.0%	100.0%	0.0%	100.0%	0.0%
2001	$4,727,000.00	$1,477,398.23	100.0%	92.3%	10.0%	100.0%	0.0%	100.0%	0.0%
2002	$4,727,000.00	$0.00	100.0%	90.0%	10.0%	100.0%	0.0%	100.0%	0.0%
2003	$4,184,979.00	$978,540.00	100.0%	91.8%	10.0%	100.0%	0.0%	100.0%	0.0%
2004	$4,484,631.00	$1,930,262.74	100.0%	93.2%	9.6%	100.0%	0.0%	100.0%	0.0%
2005	$4,073,437.00	$1,003,984.61	100.0%	92.1%	9.7%	99.9%	0.0%	99.9%	0.0%
2006	$3,784,437.00	$2,533,561.62	100.0%	94.0%	9.8%	100.0%	0.0%	100.0%	0.0%
2007	$3,755,611.00	$1,317,318.33	100.0%	92.6%	9.8%	100.0%	0.0%	100.0%	0.0%
2008	$3,608,766.00	$1,667,989.62	100.0%	90.0%	14.5%	99.9%	0.0%	99.9%	0.0%
2009	$3,988,482.00	$1,653,220.11	100.0%	90.0%	14.0%	99.9%	0.0%	99.9%	0.0%
2010	$3,965,177.00	$1,553,387.69	100.0%	90.0%	13.9%	100.0%	0.0%	100.0%	0.0%
2011	$3,510,073.00	$1,885,816.52	100.0%	90.0%	15.3%	100.0%	0.0%	100.0%	0.0%
2012	$2,376,289.00	$1,634,518.80	100.0%	94.0%	9.9%	100.0%	0.0%	100.0%	0.0%
2013	$2,234,097.00	$1,826,590.53	96.0%	90.5%	10.0%	96.0%	0.0%	96.0%	3.9%
2014	$1,545,776.00	$1,713,234.79	98.1%	91.2%	14.5%	98.1%	0.0%	98.1%	1.8%
2015	$2,005,491.00	$1,959,418.55	100.0%	93.5%	10.0%	98.6%	0.0%	98.6%	1.3%
2016	$2,014,274.00	$2,001,583.04	94.5%	89.5%	9.9%	94.5%	0.0%	94.5%	5.4%
2017	$1,906,765.00	$2,439,489.27	94.7%	87.4%	10.0%	91.8%	0.0%	91.8%	8.1%
2018	$2,584,816.00	$2,475,591.96	72.3%	53.8%	7.1%	57.4%	0.0%	57.4%	42.5%
2019	$2,368,032.00	$1,684,585.54	19.3%	7.1%	0.0%	7.1%	0.0%	7.1%	92.8%
2020	$2,602,575.00	$2,975,822.97	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
2021	$2,631,084.00	$2,494,271.82	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
2022	$2,937,943.00	$1,751,006.28	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
2023	$3,162,143.00	$1,937,903.24	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10(

Fiscal Year	Total Authorization	Local Account Funds	% Committed for Activities	% Disb for Activities	% Disb for AD/CO/CB	% Net Disbursed	% Disbursed Pending Approval	% Total Disbursed	% Available to Disburse
2024	$2,628,109.10	$1,884,914.60	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
2025	$2,713,016.63	$0.00	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Total	**$112,170,003.73**	**$43,280,410.86**	**78.7%**	**71.9%**	**8.1%**	**77.8%**	**0.0%**	**77.8%**	**22.1%**

File #: 25-1368, **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
Environmental Services Department, Nicolas Ybarra, (915) 212-6000

AGENDA LANGUAGE:

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

Presentation and discussion on the Environmental Services Department 5 year Capital Improvement Plan.

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

DEPARTMENT: Environmental Services Department

AGENDA DATE: 11/18/25 **PUBLIC HEARING DATE:**

CONTACT PERSON NAME: Nicholas Ybarra

DISTRICT(S) AFFECTED: All

PHONE NUMBER: 915-212-6000

STRATEGIC GOAL:

Goal 3 - Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

Council update on the Environmental Services Department 5 year Capital Improvement Plan.

BACKGROUND / DISCUSSION:

Summary of the current status and projected costs, start and completion timeframes for ESD's capital improvement projects through 2030, including Greater El Paso Landfill Cells 15-20, Hondo Pass and Doniphan Citizen Collection Stations, New Landfill Permit, the Eastside Municipal Service Center and Citizen Collection Station, Delta Transfer Center Hydraulic Replacement, Landfill Entrance Road Rebuild and the Heavy Duty Fleet Maintenance Shop at the Lafayette location.

COMMUNITY AND STAKEHOLDER OUTREACH:

For projects in construction community meetings were held with adjacent properties. For projects in the future meetings will be held to inform the public of upcoming construction.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Nicholas N. Ybarra, P.E. Digitally signed by Nicholas N. Ybarra, P.E. Date: 2025.11.03 11:28:16 -07'00'

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

File #: 25-1355, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Destination El Paso, Jose Garcia, (915) 534-0660
City Attorney's Office, Ignacio Troncoso, (915) 212-1046

AGENDA LANGUAGE:

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

Discussion and action on a Resolution to approve the Destination El Paso Capital Improvement Plan (FY 2025 Through FY 2026) in the estimated total projects cost amount of $4,160,000.00, and to authorize the City Manager, or designee, to make all necessary budget transfer prior to the execution of the projects.

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

DEPARTMENT: Destination El Paso

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Jose Garcia **PHONE NUMBER:** 915-534-0660

2nd CONTACT PERSON NAME: Ignacio Troncoso **PHONE NUMBER:** 915-212-1046

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:
Promoting Tourism
SUBGOAL:
Enhance Destination El Paso's infrastructure and service capacity to support tourism growth and community engagement.

SUBJECT:
Discussion and action on a resolution to approve the Destination El Paso Capital Improvement Plan (FY 2025 Through FY 2026) in the estimated total projects cost amount of $4,160,000.00, and to authorize the City Manager, or Designee, to make all necessary budget transfer prior to the execution of the projects.

BACKGROUND / DISCUSSION:

Destination El Paso is requesting City Council approval of the list of Capital Improvement Program (CIP) projects, totaling approximately $4,160,000.00, as outlined in Exhibit "A". These projects are part of Destination El Paso's continued efforts to maintain and improve tourism-related facilities, venues, and public spaces that contribute to the city's economic development and visitor experience. Approval of this item will authorize the use of identified funding sources and allow the City Manager, or desginee, to make all necessasry bidget transfers prior to project execution. The CIP projects aim to enhance the operational efficiency and aesthetic appeal of key venues and attractions managed by Destination El Paso, ultimately supporting the City's touris and economic goals.

COMMUNITY AND STAKEHOLDER OUTREACH:

Coordination has occured with Destination El Paso leadership, city departments, and relevant stakeholders involved in project planning and prioritization.

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

Approximately $4,160,000.00 from the HOT Capital Fund, as detailed in Exhibit "A".

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

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

That the El Paso City Council approves the list of projects on Exhibit "A" attached hereto, totaling approximately $4,160,000.00 as the established list of Destination El Paso Capital Improvement Program projects for FY 2025 through FY 2026 and the use of the identified funding sources and that the City Manager, or designee, be authorized to make all necessary budget transfers prior to the execution of the projects.

APPROVED this _____ day of _____ 2025.

THE CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ben Fyffe, Managing Director
Museums and Cultural Affairs Dept.

HQ 6018 | Tran #623967 | Destination El Paso
CIP Resolution
IRT

EXHIBIT A

DEP Capital Improvement Projects 2026

	Project	ID Number	Total
HVAC Upgrades Plaza	Plaza North chiller (air cooled) 80 Ton	DEP2026-01	$ 250,000
	Plaza Revamp chilled and hot water HVAC pumps for north and south of plaza. 4 chill/4 hot	DEP2026-02	$ 64,000
	Plaza South chiller (air cooled) 60 Ton	DEP2026-03	$ 250,000
	Plaza All HVAC shut off valves replacements	DEP2026-04	$ 96,000
HVAC Upgrades CC	New Metasys upgrade (NAE, controllers, and Thermostats)	DEP2026-05	$ 100,000
	CC Chilled water pump replacements, from 2002, No more parts	DEP2026-06	$ 540,000
	CC Hot water pump replacements, from 2022	DEP2026-07	$ 300,000
	CC All HVAC shut off valves for chilled and hot water replacement and tower valves	DEP2026-08	$ 288,000
	Electronic actuator supply valves that open and close for hot and chilled water valves on air handler units, getting stuck	DEP2026-09	$ 24,000
Life and Safety	Life and safety upgrades Misc	DEP2026-10	$ 100,000
Kitchen upgades/Equipment	Rational Combi Pro 20 Full Size Oven	DEP2026-11	$ 65,000
	4 Well Fryer	DEP2026-12	$ 25,000
Building improvements	Solar Panel prject	DEP2026-13	$ 20,000
	Replace old cast iron plumbing/Phase 2	DEP2026-14	$ 50,000
	Replace panel breakers for lighting in parking garage	DEP2026-15	$ 100,000
	Theater drapes	DEP2026-16	$ 60,000
	Replace exaust fans in the parking lot	DEP2026-17	$ 90,000
	Solar Panel prject	DEP2026-18	$ 1,600,000
	Sky garden floor repair	DEP2026-19	$ 138,000
		Total	**$ 4,160,000**

File #: 25-1342, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Police, Assistant Chief J. F. Briones, (915) 212-4304

AGENDA LANGUAGE:

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

Discussion and action that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and El Paso MHMR d/b/a Emergence Health Network for the purpose of continuing to operate a Crisis Intervention Team (CIT) in the City of El Paso.

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

DEPARTMENT: El Paso Police

AGENDADATE: 11/18/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Assistant Chief J. F. Briones #1609 **PHONE NUMBER:** 915-212-4304

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:
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:
Authorize the Mayor to sign an Inter-Local Agreement between the City of El Paso and El Paso MHMR d/b/a, Emergence Health Network with a termination date of November 30, 2027 for a total cost of $1,831,316.36 per fiscal year. This reflects an increase in the amount of $10,858.57 per fiscal year.

BACKGROUND / DISCUSSION:

The El Paso Police Department and the El Paso MHMR d/b/a, Emergence Health Network entered into an agreement on December 10, 2018 for the purpose of implementing a Crisis Intervention Team (CIT). CIT is a pre-arrest diversionary program set up to provide services to persons in suspected mental health crisis and persons with a diagnosis or suspected mental illness or/or intellectual disability.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

City of El Paso and EHN entered into an Inter-Local agreement (original agreement) on December 10, 2018, amended on December 17, 2024.

AMOUNT AND SOURCE OF FUNDING:

$1,831,316.36 per fiscal year in general funds 522150-321-1000-21112

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD:

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

RESOLUTION

WHEREAS, El Paso MHMR d/b/a Emergency Health Network ("EHN"), a Local Mental Health Authority and Community Center is established under the Texas Health and Safety Code; and

WHEREAS, on or about December 10, 2018, the City of El Paso ("City") and EHN had entered into an Interlocal Agreement ("Original Agreement") to establish and operate a Crisis Intervention Team ("CIT"); and

WHEREAS, on or about February 7, 2023 and December 17, 2024, the City and EHN entered into subsequent Interlocal Agreements to continue the operation of the CIT; and

WHEREAS, both Parties wish to continue to operate the CIT.

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and El Paso MHMR d/b/a Emergence Health Network for the purpose of continuing to operate a Crisis Intervention Team ("CIT") in the City of El Paso.

APPROVED this _____ of _____, 2025.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Peter Pacillas, Chief
El Paso Police Department

25-HQ#5677 | TRAN-621683 | PD
Resolution-EHN-Interlocal
EG

INTERLOCAL AGREEMENT BETWEEN THE CITY OF EL PASO AND EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK FOR THE OPERATION OF A CRISIS INTERVENTION TEAM

This Agreement ("Agreement") is made and entered into by and between the City of El Paso ("City"), a home-rule municipality created pursuant to the laws of Texas, acting through its City Council, and El Paso MHMR d/b/a Emergence Health Network ("EHN"), a Local Mental Health Authority and Community Center established under the Texas Health and Safety Code, all of which are referred to collectively as the ("Parties") for the purpose of implementing a Crisis Intervention Team ("CIT") in the City of El Paso. This Agreement is authorized pursuant to Texas Government Code Chapter 791.001, et seq., the Interlocal Cooperation Act.

Upon execution of this Agreement, any prior agreement or memorandum of understanding between City and EHN related to the implementation of a CIT Program shall be subsumed into this Agreement and no longer be of any force or effect.

RECITALS:

WHEREAS, Texas Government Code, Chapter 791, as amended, authorizes contracts between local governmental agencies to perform governmental functions, inclusive of §791.025, Texas Government Code, which permits agreements (interlocal agreement) between local governments for the purchase of goods and services, and satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services;

WHEREAS, EHN and the City desire to explore options for providing safer and more effective responses to dynamic citizen encounter incidents involving persons in suspected mental health crisis, and situations involving persons with a diagnosed or suspected mental illness and/or intellectual disability; and

WHEREAS, the Parties agree that the CIT model is an effective method in responding to situations involving persons in suspected mental health crisis, and persons with a diagnosed or suspected mental illness and/or intellectual disability; and

WHEREAS, the Parties desire to enter into this Agreement to implement the CIT model and increase the number of persons diverted from incarceration when allowed by statutes.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto do mutually agree as follows:

A. TERM AND TERMINATION

This Agreement becomes effective upon approval and execution by all Parties to this Agreement ("Effective Date"), and terminates on November 30, 2027, unless extended by written agreement, or when otherwise terminated as provided under this Agreement. This Agreement may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party ninety (90) days before the effective date of termination.

Payment under this agreement beyond the end of the current fiscal year is subject to availability of appropriated funds. Funding will be reviewed and approved by standard City and/or El Paso Police Department ("EPPD") processes on an annual basis. If funds are not appropriated, this agreement shall be terminated immediately. The City will be responsible for payment of all monies due up through, and including, the date of such termination or reduction. Renewal of this agreement beyond the stated termination date is subject to the availability of appropriated funds.

B. PURPOSE OF AGREEMENT

This Agreement establishes the procedures and responsibilities of the Parties in deploying CIT as a pre-arrest diversionary program that emphasizes the appropriate diversion of individuals out of the criminal justice system and local medical emergency departments, and the reduction of excessive use of force by police officers through enhanced training by local law enforcement and access to critical mental health professionals and resources within the criminal justice system. CIT will assist persons in mental health crisis, diagnosed or suspected mental illness, intellectual disability, and/or substance use in the City of El Paso, providing the necessary transportation, equipment, and supplies for joint operation of the teams and sharing of information.

C. NAME OF JOINT OPERATION

The name of the joint operation is the "City of El Paso Crisis Intervention Team" which is a program set up to provide services to persons in suspected mental health crisis, and persons with a diagnosis or suspected mental illness and/or intellectual disability.

D. ASSIGNMENT OF PERSONNEL BY EPPD

The Chief of Police will select and assign no less than five (5) police supervisors and nineteen (19) officers to the CIT division. The EPPD officers will be partnered with EHN mental health professionals, and shall be deployed to examine, investigate, and handle persons believed to be in a mental health crisis, or otherwise, because of a diagnosed or suspected mental illness and/or intellectual disability.

EPPD Personnel shall:

1. Assist with and/ or respond to any patrol request involving a call concerning individuals who may have mental health issues;
2. Assist EHN case workers with individuals with mental illness and to respond to mental health crisis calls from the community;
3. At least annually, coordinate and/or conduct/participate in training for EPPD and EHN personnel related to mental health. The training must address at minimum the following components:
    a. Recognize signs and symptoms of mental illness, substance abuse, and co-occurring mental illness;
    b. Crisis intervention and de-escalation.
4. Act as a central source of information on mental health through the EPPD's Record Management System (RMS);

5. Provide handheld radios that utilize EPPD channels to EHN personnel to utilize during their shifts;
6. Act as a community liaison between other law enforcement agencies and EHN;
7. Transport consumers meeting Emergency Detention Orders (EDO) requirements to a facility deemed appropriate by EHN (Local Mental Health Authority);
8. Certify EPPD officers, as required by Texas Commission on Law Enforcement (TCOLE) for Mental Health Officer certification;
9. Create the CIT work schedule for all EHN personnel, including EHN supervisors to ensure accurate and efficient schedule keeping and accountability;
10. Provide EPPD data upon EHN request relevant to CIT operations and encounters for planning, analysis, and general community reports including the quarterly report outlined under Section X-3.

E. ASSIGNMENT OF PERSONNEL BY EHN

EHN shall assign no less than one (1) Director, two (2) program managers, two (2) licensed therapists and seventeen (17) CIT specialists to be partnered with an EPPD officer within the CIT division. CIT units shall provide services in the City of El Paso. EHN clinicians shall provide a variety of clinical services for individuals with a diagnosed or suspected mental illness and/or intellectual disability, and assist these individuals, their personal support system, law enforcement, community members and other social service agencies in understanding and finding solutions to problems that lead to and result from mental illness and severe emotional disorders. EHN personnel shall pass a comprehensive background investigation, as deemed appropriate, and provided by EPPD. EHN will be responsible for the reasonable cost of the background investigation.

EHN personnel shall:

1. Subject to Article H of this Interlocal Agreement (Confidentiality and Sharing of Information), EHN CIT personnel shall, to the extent permissible, cooperate, and when necessary, provide statements and/or testimony for criminal, civil and administrative investigations, internal EPPD boards, hearings, and testify in criminal, civil, and internal EPPD proceedings;
2. Assist EPPD officers in in responding to mental health crisis calls and patrol requests concerning individuals who may have mental health issues within the community;
3. Twice annually, coordinate and/or conduct training for EPPD officers related to mental health. The training must at minimum addressed the following components:
    a. Recognizing signs and symptoms of mental illness, substance abuse, and occurring mental illness;
    b. Crisis intervention and de-escalation; and
    c. Provide EPPD officers training on the current alternatives between EHN, EPPD, local hospitals, and local courts of jurisdiction through at least quarterly meetings with these and other local entities that work with individuals with mental illnesses;
4. Act as a central source of information on mental health incident reports (other than ILEADS reports);
5. Act as a community liaison between law enforcement and local mental health providers, advocates, and consumers;
6. Provide any leave, training, or any CIT schedule changes to EPPD with as much advanced notice as reasonably possible. Consistent with EPPD policy, EHN personnel are expected to provide at least one week's notice for vacation leave, and at least one

hour's notice for sick leave;

7. When an EHN mental health clinician is absent from an assignment, regardless of the reason for the absence, EHN will use best efforts to assign another fully-certified with all training requirements and observation hours met, mental health clinician to fulfill the duties of the absent mental health clinician to ensure full staffing of CIT and sufficient amount of units in the field at all times. EHN agrees to not bill or to discount from monthly billing any EHN FTE position that is not filled by a full time employee for the monthly billing period. This may entail substitution of an EHN CIT clinician from another CIT program, or it may result in overtime for City CIT clinicians. EHN will cover background check costs for employees being substituted from other teams that have not had a City background check;
8. EHN agrees to ensure that their first line supervisors, including Program Managers and CIT Lead Therapists, will be present during their work assignments at PD facilities, EHN clinical offices, or training locations as necessary and appropriate to their duties, to maintain all administrative oversight and clinical autonomy for EHN personnel;
9. Upon written agreement by the Parties, fulfill any additional responsibilities related to implementation of the Program;
10. Provide EPPD officers training on the current alternatives to incarceration or in-patient hospitalization available in the community for individuals with mental illness;
11. Enhance communication and coordination between EHN, EPPD, local hospitals, and local courts of jurisdiction through at least quarterly meetings with these and other local entities that work with individuals with mental illnesses;
12. Coordinate transportation for individuals with mental illness to appropriate facilities where the mental health consumer can receive necessary services, e.g. psychiatric hospitals, crisis respite facilities, etc.;
13. Assist with obtaining Emergency Detention Orders for individuals requiring an in-patient level of care;
14. Provide encounter data and analysis outcomes to influence and integrate into strategic planning for field operations, and for quarterly report completion for the variables outlined under section X-3;
15. As subject matter experts, serve as the lead in the development of presentations, workshops, and or seminars as it relates to mental health, clinical crisis interventions and approaches, crisis-de-escalation, and crisis stabilization for external conferences and community outreach. EHN agrees to not use EPPD name, logo, or any representations during the above-referenced events without prior approval from EPPD leadership;
16. Ensure that there is a clinical administrator assigned to every shift for clinical staffing and disposition approval;
17. Submit to EPPD community welfare checks and follow ups for emergent mental health cases of individuals and public health and safety concerns determined by the local mental health authority, if screened and determined to be appropriate by EPPD CIT Supervisors.

EMPLOYEE CODE OF CONDUCT

Integrity and high standard of ethics are fundamental to the City of El Paso and EHN and must be upheld by all members of CIT. EHN (hereinafter EHN/CIT) employees assigned to CIT are an extension of the City of El Paso and the El Paso Police

Department both off-duty and on-duty.

1. Off-duty Law Enforcement Encounters
    a. If any EHN/CIT employee is involved in a situation where they were encountered by any Law Enforcement Officer or agency while the EHN/CIT employee is off duty and Law Enforcement action is taken against the employee or people in the company of the employee. The EHN/CIT employee must immediately notify their supervisor of the situation and details. The EHN supervisor will in turn notify EPPD Supervisors of the details and incident.

2. Drug Free Environment
    a. As part of the initial hiring phase, EHN/CIT employees must pass a background check. A criminal history is completed as well as a drug questionnaire. EHN/CIT employees are expected to maintain a drug-free lifestyle and abstain from any illegal drug use while a member of EPPD CIT. Should there be articulable reasonable suspicion that an EHN/CIT employee is using illegal drugs either on or off duty, EPPD supervisors will notify EHN supervisors and vice versa so that an investigation may be conducted by EHN Human Resources. Drug screening will be at the discretion of each program.
    b. Any EHN/CIT employee subject to investigation due to suspected illegal activity or illegal drug use will not be allowed to return to work with EPPD CIT until cleared of any wrongdoing. Any EHN/CIT employee is subject to drug screening based on articulable reasonable suspicion at the discretion of EPPD or EHN in relation to investigations. Any EHN/CIT employee who is tested and is negative may continue to work with EPPD CIT. Should an EHN/CIT employee refuse to submit to a drug test EHN/CIT employee will not be allowed to return to work with EPPD and will have all access to EPPD property revoked.
    c. EHN/CIT employees will be required to submit to a criminal background check to EPPD every 3 years that they are employed with CIT.

F. COST SHARE & PAYMENT

1. PERSONNEL. Subject to the provisions set forth in this Article F, the City of El Paso and EHN agree to assume all personnel costs for their CIT representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency policy.

    a. The City will fund from the City of El Paso General Fund Police Personnel.
    b. The City of El Paso will reimburse to EHN the cost of EHN CIT personnel assigned full-time to the CIT division as specified in Appendix A of this Agreement.
    c. Sustainable Funding. The Parties shall undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future services.

2. Payment for Personnel.

a. The City of El Paso will reimburse to EHN the cost of funding EHN personnel, as specified in Appendix A of this Agreement, subject to the not-to-exceed amount of one million, eight hundred and thirty one thousand, three hundred and sixteen dollars and 36/100 dollars ($1,831,316.36) per year of this Agreement.

b. The City of El Paso will not be responsible for any increase in EHN employee's salaries or compensation during the duration of the contract between the City and EHN that is not described in this contract.

c. With regard to reimbursement for EHN personnel, EHN will submit a written request to the City of El Paso no later than the fifteenth (15th) day of the month after services were rendered, requesting the Monthly Prorated Payment for Service to be provided during that month (the "EHN Payment Request"). Such invoice will be delivered to the City in a format that contains all items required by the City of El Paso, as set forth in Appendix B. The City will remit payment to EHN within thirty (30) days of receiving accurate monthly invoice.

d. The City agrees to make funding for CIT a part of the City's annual budget process and agenda. The amounts for ongoing funding under this Section F(2)(c), shall be by Amendment to this Agreement executed by EHN, EPPD, and the City.

e. City agrees to reimburse overtime worked by EHN qualified mental health clinicians in connection with CIT Unit duties. For each fiscal year of this agreement, City shall pay to EHN an amount not to exceed Eighteen thousand, nine hundred dollars and 0/100 dollars ($18,900.00) for reimbursable overtime worked by EHN qualified mental health clinicians in connection with CIT Unit duties.

f. EHN agrees to match the staffing levels of EPPD for the CIT unit during holiday periods. The following holidays are recognized by the parties: New Year's Day, Martin Luther King Birthday, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

g. City agrees that if a CIT unit does not deploy due to the absence from duty of an EPPD officer to staff the unit, there will be no effect on the Monthly Prorated Payment for Service.

3. OFFICE SPACE, TRANSPORTATION, EQUIPMENT, AND SUPPLIES.

a. EPPD will provide officers with standard Class B uniform, patrol level less lethal equipment, handheld radio communication equipment, and equipment required by EPPD and/or contractual obligations between the City of El Paso and the El Paso

Police Municipal Police Officer's Association.

b. EHN will provide clinicians with laptop computers with mobile Wi-Fi, office supplies, and cell phones.

c. EPPD will provide the primary CIT Division office at EPPD Headquarters located at 911 N. Raynor, El Paso, TX. EHN will provide additional office space and equipment, compliant with all applicable Criminal Justice Information Services ("CJIS") requirements and/or all other required law enforcement security regulations, at the EHN facility located at 1601 East Yandell, El Paso, TX. All CIT unit members will have access to these facilities.

4. Payment for Transportation, Equipment, and Supplies.

a. The Parties agree that the Texas Health and Human Services Commission ("HHSC") will own, and the Parties will assign to HHSC, all right, title, and interest in all vehicles purchased with state funds in the name of the City and/or EHN, for use and benefit of the CIT program, upon termination of the CIT program.

The City agrees to make funding for CIT a part of the City's annual budget process and agenda. EHN shall be responsible for providing funding for equipment and supplies for EHN, as outlined in this Agreement.

G. SUPERVISION

EPPD will be the lead agency on all law enforcement issues pertaining to CIT operations and structure. EHN will be the lead agency on all mental health oriented non-criminal issues involving assessment and disposition of CIT encounters. The EPPD CIT units will be supervised through the EPPD command structure. EHN will provide a licensed clinician to supervise the CIT EHN staff. EHN clinical administrators will maintain all administrative oversight and clinical autonomy for EHN personnel.

The Parties will establish a Supervisor Working Group. The purpose of this working group is to provide an established forum wherein issues related to the interaction of the Parties can be addressed on an informal basis. The Supervisor Working Group will allow for input from both parties for strategic planning shift scheduling, and to work toward leadership consensus on operational issues or patient encounters that do not conflict with either parties' policy or procedures. The Supervisor Working Group shall not be considered a governing body under this agreement, and shall not have authority to make a binding decision on behalf of the CIT Division.

The Chief of Police and the Chief Executive Officer of EHN, or their designees, may establish informal working groups to facilitate a productive and organized working environment to discuss issues of common interest. No informal working group shall have authority to make a binding decision on behalf of CIT.

H. CONFIDENTIALITY AND SHARING OF INFORMATION

All personnel assigned to the CIT teams shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to an individual's mental history and other medical records, and shall comply with all state and federal laws, rules, and regulations in both areas of privacy and security of protected health information.

All personnel assigned to the CIT teams shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to the handling of criminal and administrative investigations, law enforcement reports, and documents, and shall comply with all federal, state and local laws, rules, and regulations governed by, but not limited to, Criminal Justice Information Services (CJIS).

The criminal history of an individual will be accessed only by sworn police personnel, and is made available to EHN personnel only as necessary and appropriate, and within the limits allowed by federal, state, and local laws, rules, regulations, and departmental rules, regulations, and policy.

The mental health history of an individual will be accessed only by EHN clinicians, and is made available to law enforcement only as necessary and appropriate, and within the limits allowed under state and federal patient privacy laws, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA") and 42 CFR Part 2. The clinicians may disclose information or any other protected mental health information to other specialized units within EPPD in the following circumstances:

1. In response to a court order, warrant, court subpoena, summons, or process issued by a court;
2. If the clinician believes that the client presents a serious present or imminent danger of violence to self or another person.

In accordance with 42 CFR Part 2, EHN clinicians may disclose such information to medical personnel in response to an emergency involving the individual, if such disclosure is necessary based upon the clinician's exercise of his or her professional judgment.

The parties agree that HIPAA Privacy Rules contain an exception for law enforcement purposes, 45 CFR § 164.512(f), which permits a covered entity to disclose PHI to law enforcement officials without patient authorization under the following circumstances:

1. Court orders, court-ordered warrants, subpoenas, and administrative requests;
2. To identify or locate a suspect, fugitive, material witness or missing person;
3. To answer a law enforcement official's request for information about a victim or suspected victim of a crime;
4. To alert law enforcement of a person's death, if the organization suspects that criminal activity caused the death;
5. When an organization believes that PHI is evidence of a crime that occurred on its premises; and
6. In a medical emergency not occurring on its premises, when it's necessary to inform law enforcement about the commission and nature of a crime, the location of the crime or crime victims, and the perpetrator of the crime.

Further dissemination of information, unless otherwise provided for by law or separate agreement, any information shared at, or in connection with, CIT by any of the Parties may not be further disseminated without the express consent of the Party from which the information originated.

Information requests of the parties remain individually responsible for processing any external requests for information related to CIT that is directed to it - whether such requests are pursuant to federal or state open records or freedom of information laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from the other Party, the participating Party processing the request shall consult with the Party from which the information originated prior to releasing the information. The Chief of Police and CEO of EHN shall be notified of all information requests related to CIT that are received by either party.

The Chief of Police and CEO of EHN shall designate a specific individual to serve as the primary media point of contact for CIT. Such designations may be made on a case-by-case basis to correspond to specific activities. Any statements or releases of information to the media, or responses to media inquiries, on behalf of CIT, shall be made exclusively by the designated point of contact. The Parties, however, may independently make a statement, or release of information to the media, or respond to media inquiries with respect to any activities of the respective agency that relate to CIT. The designated point of contact of the Parties, the Chief of Police, or the CEO of EHN, will be advised when such release is to be made by either Party.

I. RESPONSIBILITY OF DISPATCHING OF TEAMS

The CIT units will receive calls directly from 911 dispatch when the situation requires. If available, the CIT unit will respond to requests from field units when assistance is needed in crisis intervention and de-escalating a person suspected having a mental illness or intellectual disability. The CIT unit may receive requests directly from EHN CIT staff for community welfare checks and follows up for emergent mental health cases of individuals and public health and safety concerns determined by the local mental health authority.

J. JOINT TRAINING

Joint Training of CIT personnel shall be a collaborative effort among EPPD and EHN. EPPD and EHN management will determine together the curriculum, schedule, and personnel for all Joint Training.

K. SPECIAL THREAT SITUATIONS

CIT units may be dispatched or called out to a location where a special threat situation, as defined by EPPD Procedure Manual 3-403, is involved. The role of CIT units at a Special Threat situation is to provide on-scene mental health history of the individual involved and to act as a resource to the incident commander.

L. PROGRAM AUDIT

This Agreement and its requirements are subject to audit by the Parties, and it is their

responsibility to conduct an audit whenever they deem it necessary. Such audit shall be at the individual Parties' expense. Parties shall share information with each other for the purposes of compiling statistics on an annual basis to ascertain the effectiveness and reduced jail rates achieved by the program. EPPD agrees to maintain all records relating to the operation of CIT consistent with the Parties' policies on record retention. EHN client records shall be housed for a period of seven years after contact with the client is terminated.

M. AMENDMENTS

The terms of the Agreement may be amended upon written approval by all Parties, or their designated representative or successors. Unless stated otherwise in the Amendment, amendments become effective upon the date of approval.

N. NO PRIVATE RIGHT CREATED

This is a cooperative government Agreement among the Parties, and is not intended to confer any right or benefit to a private person or party.

O. INSURANCE

The following insurances or self-insurances will be obtained and maintained by each Party and its agents and subcontractors providing services hereunder:

1. Appropriate workers compensation coverage for all persons providing services under this Agreement;
2. Comprehensive general liability insurance covering each Party, its subcontractors, agents, and any person providing services hereunder in such minimum amounts as are acceptable to each Party;
3. Professional general liability insurance on a per occurrence basis, or its equivalent in amounts, as acceptable to all Parties;
4. Insurance coverage may be obtained from commercial insurance carriers deemed acceptable by the Parties; or, it may be deemed satisfied by the showing of other financial responsibility satisfactory to the parties, including: (1) evidence of statutory limitation on financial liability acceptable to the parties, their employees, and agents; or (2) evidence of establishment of actuarially sound self-insurance programs.

P. INDEMNIFICATION/NO WAIVER OF IMMUNITY

To the extent authorized by the Constitution and the laws of the State of Texas, EHN shall hold harmless and indemnify the City and/or EPPD, its officers, agents, and employees from and against any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any negligent act or omission of EHN, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence.

To the extent authorized by the Constitution and the laws of the State of Texas, the City and/or EPPD shall hold harmless and indemnify EHN, its officers, agents, and employees from and against

any and all claims, liabilities, losses, judgements, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of the City and/or EPPD, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence.

No Party waives or relinquishes any immunity or defense on behalf of itself, trustees, officers, employees (paid or volunteer), and agents as a result of the execution of this Agreement or as a result of the performance of the functions or obligations described herein.

Q. AUTHORIZATION OF AGREEMENT

Each Party represents to the other Parties that the execution of the Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of each Party according to its terms.

R. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

S. QUALITY ASSURANCE

EHN shall develop and implement written policies and procedures to evaluate the performance of the terms and conditions of this Statement of Work and measure client and local stakeholder satisfaction.

City of El Paso will engage in monitoring activities to evaluate the quality of various aspects of service delivery. Some of these activities include: a) Site visits to evaluate and document various administrative and programmatic requirements, b) Review of data reports to evaluate programmatic outcomes, and c) Review of general administrative compliance documents. EHN will be required to participate in all monitoring and evaluation activities.

T. MISCELLANEOUS NOTICES

Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, or sent by email or fax with a receipt obtained showing transmission to Parties at the addresses below. The notice shall on the date of the delivery indicated on the receipt. Any Party may change its address by providing at least ten (10) days prior written notice to the other Parties hereto.

If to EPPD:
Chief of Police
El Paso Police Department
911 N. Raynor
El Paso, TX 79903
Email: PDCITSupers@elpasotexas.gov

If to EHN:
Kristen Daugherty Chief Executive Officer
El Paso MHMR d/b/a Emergence Health Network 201 E. Main Street, Suite 600
El Paso, TX 79901
Email: kdaugherty@ehnelpaso.org

U. INDEPENDENT CONTRACTOR

The relationship between the Parties shall be that of an independent contractor. It is agreed that neither the Parties nor any of their personnel shall be considered an employee, agent, partner, joint venture, ostensible or apparent agent, servant or borrowed servant of any other Party to this Agreement. Each Party remains liable for the acts and omissions of its officers, employees, agents and representatives and shall also be responsible for any compensation or benefits owed or accruing to its officers, employees, agents or representatives.

V. GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie in El Paso County, Texas. The Parties acknowledge that, where applicable, the Parties are subject to the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101. The Parties further acknowledge that this Agreement and any documentation provided to EHN by City is subject to the Texas Public Information Act, Texas Government Code, Chapter 552.

W. FUNDING

Notwithstanding any other provision of the Agreement, the Parties understand and agree such understanding and agreement being of the essence of this Agreement, that no Party has obligated funds for this Agreement, and that expenditure by any Party furtherance of this Agreement shall be at the option of that Party and at the full discretion of the Party. Accordingly, no Party, its officers, employees, agents or representatives shall have any claim or cause of action against another Party hereto for failure to make available or expend any funds, and no Party shall bring any claim against another Party in regard to any services rendered under this Agreement.

Sustainable Funding. The Parties agree to undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future services.

Nothing in this agreement prohibits either Party from seeking alternative funding sources ("Grants") to help maintain and/or establish funding to enhance the function of CIT. The Parties agree to share information and/or data to help with the applications for Grants. Should either Party use the other Party for matching funds, the Parties agree to ensure that the funds are mutually used to the best benefit of CIT as required, pursuant to the rules or conditions applicable to that award. The City agrees that funding for CIT will be made a part of the City's ongoing annual budget process/agenda and will be reviewed and approved by standard City and/or EPPD processes on an annual basis.

X. REPORTING SYSTEM, SCOPE OF WORK, AND PERFORMANCE MEASURES

1. REPORTING. The CIT team officer shall complete a Daily Activity Report (DAR) as per current EPPD policy at the end of each shift and will be responsible for completing any EPPD reports that are required. The CIT clinician shall complete all necessary EHN forms for each client's chart. Data compilation and reporting process will be coordinated between the Parties.

2. SCOPE OF WORK.

   a. EHN shall provide personnel, as enumerated in this Interlocal, and shall keep the City fully aware of any change in personnel within EHN, as related to this Interlocal.
   b. EHN shall ensure proper and appropriate licensure and training for all EHN personnel assigned to this Program.
   d. EHN mental health clinicians will work with an El Paso Police Officer in the field, and maybe scheduled to work various times, days, and holidays throughout the life of this agreement.
   e. EHN mental health clinicians shall provide mental health services, as necessary, to police incidents responded to by members of the EPPD.
   f. EHN shall assist with training members of the El Paso Police Department in training related to Mental Health issues that an officer may encounter during the officers' tour of duty. Training must adhere to current training standards set forth by Texas Commission on Law Enforcement (TCOLE) and/or the El Paso Police Department's Training Academy.
   g. EHN must provide during CIT operational hours, including holidays, field support from an EHN CIT clinical administrator for those events where a CIT unit is not available for Crisis Management Team (CMT) and/or Special Weapons and Tactic (SWAT) call outs. EHN CIT clinical administrators must be on scene within one (1) hour of notification of a CMT/SWAT call out.
   h. EHN personnel must adhere to all rules, policies, procedures, and other Federal/State laws and regulations when becoming aware of and/or privy to criminal investigations.
   i. EHN assigned CIT staff shall cooperate fully with any Internal Affairs Division investigations and any and all criminal and/or civil investigations/litigation. EHN personnel, including program director, program managers, program leads, and mental health clinicians, will be given five (5) days to comply with a request by EPPD Internal Affairs Divisions or Criminal Investigations Division for a written statement. Failure to comply with this section without good cause will result in the employee no longer being allowed to work with the CIT unit.
   j. EHN shall invoice the City for services rendered, as prescribed by current City of El Paso procurement policies and procedures. EHN will submit a written request to the City of El Paso no later than the fifteenth (15th) day of the month after services were rendered, requesting the Monthly Prorated Payment for Service to be provided during that month (the "EHN Payment Request"). Such itemized invoice will be delivered to the City in a format that contains all items required by the City of El Paso as shown in Appendix B.

3. PERFORMANCE MEASURES. Without waiving the enforceability of any of the terms of the Interlocal Agreement, EHN's effectiveness in providing the services described in Sections A through J above will be measured by compliance with the requirements below.

   a. The following reports shall be submitted, as specified below. The reports shall be submitted quarterly, and will include data or information on:

      1. Total number of individuals served per month;
      2. Number of 911 behavioral health related calls resulting in CIT unit response;
      5. Number of individuals who are linked to behavioral health services by an EHN CIT caseworker, as a result of a CIT encounter.
      6. Source of referrals received from MCOT, Emergency Rooms/EMT, Law Enforcement, Other Community Resources, Self and/or Other(s).
      7. Number of CIT calls that result in inpatient services;
      8. Number of CIT calls that result in outpatient or other non-inpatient services;
      9. Number of CIT calls that result in incarceration.

   b. In addition to quarterly reports, a yearly report will be generated for the above service deliverables.

Y. EFFECTIVE DATE

This Agreement shall become effective on the date the Agreement is executed by duly authorized representatives of EHN, the City of El Paso, and approved by the EPPD.

Z. ENTIRE AGREEMENT

This instrument contains the entire Agreement between the Parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this Agreement are of no force or effect, unless in writing and signed by the Parties.

(continues on next page)

APPROVED this _____ day of _____, 2025.

CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Peter Pacillas, Chief of Police
El Paso Police Department

For El Paso MHMR d/b/a
Emergence Health Network

Kristen Daugherty
Chief Executive Officer
Emergence Health Network

APPENDIX A

Emergence Health Network
Crisis Intervention Team
FY 2026 and 2027

Position	FTE	Total Salary	Hourly Rate	Hours/Year
Chief of Crisis Intervention				
Director of Crisis Intervention Team	1	$ 86,320.00	$ 41.50	2,080
Program Manager of CIT	1	$ 84,991.00	$ 40.86	2,080
Program Manager of CIT	1	$ 84,991.00	$ 40.86	2,080
CIT Lead Therapist	1	$ 82,555.20	$ 39.69	2,080
CIT Lead Therapist	1	$ 80,944.00	$ 38.92	2,080
CIT Specialist	1	$ 47,174.40	$ 22.68	2,080
CIT Specialist	1	$ 45,032.00	$ 21.65	2,080
CIT Specialist	1	$ 47,174.40	$ 22.68	2,080
CIT Specialist	1	$ 45,032.00	$ 21.65	2,080
CIT Specialist	1	$ 47,174.40	$ 22.68	2,080
CIT Specialist	1	$ 45,032.00	$ 21.65	2,080
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CIT Specialist	1	$ 45,032.00	$ 21.65	2,080
CIT Specialist	1	$ 45,032.00	$ 21.65	2,080
CIT Specialist	1	$ 45,032.00	$ 21.65	2,080
CIT Specialist	1	$ 45,032.00	$ 21.65	2,080
CIT Specialist	1	$ 45,032.00	$ 21.65	2,080
CIT Specialist	1	$ 47,153.60	$ 22.67	2,080
CIT Specialist	1	$ 45,032.00	$ 21.65	2,080
CIT Specialist	1	$ 45,032.00	$ 21.65	2,080
Holiday Pay		$ 17,600.00	$ 43.78	402
Hard to Fill Premium		$ 38,704.64	$ 38,704.64	
Shift Differential		$ 37,000.00		
Director On Call		$ 5,000.00		
Overtime		$ 18,900.00	$ 32.84	576
	22	**$ 1,311,098.64**		

FICA Taxes	7.65%	
Unemployment Taxes	0.23%	
EAP	0.05%	
Retirement Costs	5.28%	
Group Medical	11.94%	
Group Dental	0.52%	
Group Life	0.19%	
Disability	0.24%	
Workman's Compensation	0.78%	
Vision	0.10%	
Total Fringe %	**26.98%**	**$ 353,734.41**
Total Salary and Fringe		**$ 1,664,833.05**
10% Indirect Cost		$ 166,483.31
Total Contract Cost		**$ 1,831,316.36**
Monthly Rate		**$ 152,609.70**

INTERLOCAL AGREEMENT BETWEEN THE CITY OF EL PASO AND EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK FOR THE OPERATION OF A CRISIS INTERVENTION TEAM

This Agreement ("Agreement") is made and entered into by and between the City of El Paso ("City"), a home-rule municipality created pursuant to the laws of Texas, acting through its City Council, and El Paso MHMR d/b/a Emergence Health Network ("EHN"), a Local Mental Health Authority and Community Center established under the Texas Health and Safety Code, all of which are referred to collectively as the ("Parties") for the purpose of implementing a Crisis Intervention Team ("CIT") in the City of El Paso. This Agreement is authorized pursuant to Texas Government Code Chapter 791.001, et seq., the Interlocal Cooperation Act.

Upon execution of this Agreement, any prior agreement or memorandum of understanding between City and EHN related to the implementation of a CIT Program shall be subsumed into this Agreement and no longer be of any force or effect.

RECITALS:

WHEREAS, Texas Government Code, Chapter 791, as amended, authorizes contracts between local governmental agencies to perform governmental functions, inclusive of §791.025, Texas Government Code, which permits agreements (interlocal agreement) between local governments for the purchase of goods and services, and satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services;

WHEREAS, EHN and the City desire to explore options for providing safer and more effective responses to dynamic citizen encounter incidents involving persons in suspected mental health crisis, and situations involving persons with a diagnosed or suspected mental illness and/or intellectual disability; and

WHEREAS, the Parties agree that the CIT model is an effective method in responding to situations involving persons in suspected mental health crisis, and persons with a diagnosed or suspected mental illness and/or intellectual disability; and

WHEREAS, the Parties desire to enter into this Agreement to implement the CIT model and increase the number of persons diverted from incarceration when allowed by statutes.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto do mutually agree as follows:

A. TERM AND TERMINATION

This Agreement becomes effective upon approval and execution by all Parties to this Agreement ("Effective Date"), and terminates on November 30, 2027, unless extended by written agreement, or when otherwise terminated as provided under this Agreement. This Agreement may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party ninety (90) days before the effective date of termination.

Payment under this agreement beyond the end of the current fiscal year is subject to availability of appropriated funds. Funding will be reviewed and approved by standard City and/or El Paso Police Department ("EPPD") processes on an annual basis. If funds are not appropriated, this agreement shall be terminated immediately. The City will be responsible for payment of all monies due up through, and including, the date of such termination or reduction. Renewal of this agreement beyond the stated termination date is subject to the availability of appropriated funds.

B. PURPOSE OF AGREEMENT

This Agreement establishes the procedures and responsibilities of the Parties in deploying CIT as a pre-arrest diversionary program that emphasizes the appropriate diversion of individuals out of the criminal justice system and local medical emergency departments, and the reduction of excessive use of force by police officers through enhanced training by local law enforcement and access to critical mental health professionals and resources within the criminal justice system. CIT will assist persons in mental health crisis, diagnosed or suspected mental illness, intellectual disability, and/or substance use in the City of El Paso, providing the necessary transportation, equipment, and supplies for joint operation of the teams and sharing of information.

C. NAME OF JOINT OPERATION

The name of the joint operation is the "City of El Paso Crisis Intervention Team" which is a program set up to provide services to persons in suspected mental health crisis, and persons with a diagnosis or suspected mental illness and/or intellectual disability.

D. ASSIGNMENT OF PERSONNEL BY EPPD

The Chief of Police will select and assign no less than five (5) police supervisors and nineteen (19) officers to the CIT division. The EPPD officers will be partnered with EHN mental health professionals, and shall be deployed to examine, investigate, and handle persons believed to be in a mental health crisis, or otherwise, because of a diagnosed or suspected mental illness and/or intellectual disability.

EPPD Personnel shall:

1. Assist with and/ or respond to any patrol request involving a call concerning individuals who may have mental health issues;
2. Assist EHN case workers with individuals with mental illness and to respond to mental health crisis calls from the community;
3. At least annually, coordinate and/or conduct/participate in training for EPPD and EHN personnel related to mental health. The training must address at minimum the following components:
    a. Recognize signs and symptoms of mental illness, substance abuse, and co-occurring mental illness;
    b. Crisis intervention and de-escalation.
4. Act as a central source of information on mental health through the EPPD's Record Management System (RMS);

5. Provide handheld radios that utilize EPPD channels to EHN personnel to utilize during their shifts;
6. Act as a community liaison between other law enforcement agencies and EHN;
7. Transport consumers meeting Emergency Detention Orders (EDO) requirements to a facility deemed appropriate by EHN (Local Mental Health Authority);
8. Certify EPPD officers, as required by Texas Commission on Law Enforcement (TCOLE) for Mental Health Officer certification;
9. Create the CIT work schedule for all EHN personnel, including EHN supervisors to ensure accurate and efficient schedule keeping and accountability;
10. Provide EPPD data upon EHN request relevant to CIT operations and encounters for planning, analysis, and general community reports including the quarterly report outlined under Section X-3.

E. ASSIGNMENT OF PERSONNEL BY EHN

EHN shall assign no less than one (1) Director, two (2) program managers, two (2) licensed therapists and seventeen (17) CIT specialists to be partnered with an EPPD officer within the CIT division. CIT units shall provide services in the City of El Paso. EHN clinicians shall provide a variety of clinical services for individuals with a diagnosed or suspected mental illness and/or intellectual disability, and assist these individuals, their personal support system, law enforcement, community members and other social service agencies in understanding and finding solutions to problems that lead to and result from mental illness and severe emotional disorders. EHN personnel shall pass a comprehensive background investigation, as deemed appropriate, and provided by EPPD. EHN will be responsible for the reasonable cost of the background investigation.

EHN personnel shall:

1. Subject to Article H of this Interlocal Agreement (Confidentiality and Sharing of Information), EHN CIT personnel shall, to the extent permissible, cooperate, and when necessary, provide statements and/or testimony for criminal, civil and administrative investigations, internal EPPD boards, hearings, and testify in criminal, civil, and internal EPPD proceedings;
2. Assist EPPD officers in in responding to mental health crisis calls and patrol requests concerning individuals who may have mental health issues within the community;
3. Twice annually, coordinate and/or conduct training for EPPD officers related to mental health. The training must at minimum addressed the following components:
    a. Recognizing signs and symptoms of mental illness, substance abuse, and occurring mental illness;
    b. Crisis intervention and de-escalation; and
    c. Provide EPPD officers training on the current alternatives between EHN, EPPD, local hospitals, and local courts of jurisdiction through at least quarterly meetings with these and other local entities that work with individuals with mental illnesses;
4. Act as a central source of information on mental health incident reports (other than ILEADS reports);
5. Act as a community liaison between law enforcement and local mental health providers, advocates, and consumers;
6. Provide any leave, training, or any CIT schedule changes to EPPD with as much advanced notice as reasonably possible. Consistent with EPPD policy, EHN personnel are expected to provide at least one week's notice for vacation leave, and at least one

hour's notice for sick leave;

7. When an EHN mental health clinician is absent from an assignment, regardless of the reason for the absence, EHN will use best efforts to assign another fully-certified with all training requirements and observation hours met, mental health clinician to fulfill the duties of the absent mental health clinician to ensure full staffing of CIT and sufficient amount of units in the field at all times. EHN agrees to not bill or to discount from monthly billing any EHN FTE position that is not filled by a full time employee for the monthly billing period. This may entail substitution of an EHN CIT clinician from another CIT program, or it may result in overtime for City CIT clinicians. EHN will cover background check costs for employees being substituted from other teams that have not had a City background check;
8. EHN agrees to ensure that their first line supervisors, including Program Managers and CIT Lead Therapists, will be present during their work assignments at PD facilities, EHN clinical offices, or training locations as necessary and appropriate to their duties, to maintain all administrative oversight and clinical autonomy for EHN personnel;
9. Upon written agreement by the Parties, fulfill any additional responsibilities related to implementation of the Program;
10. Provide EPPD officers training on the current alternatives to incarceration or in-patient hospitalization available in the community for individuals with mental illness;
11. Enhance communication and coordination between EHN, EPPD, local hospitals, and local courts of jurisdiction through at least quarterly meetings with these and other local entities that work with individuals with mental illnesses;
12. Coordinate transportation for individuals with mental illness to appropriate facilities where the mental health consumer can receive necessary services, e.g. psychiatric hospitals, crisis respite facilities, etc.;
13. Assist with obtaining Emergency Detention Orders for individuals requiring an in-patient level of care;
14. Provide encounter data and analysis outcomes to influence and integrate into strategic planning for field operations, and for quarterly report completion for the variables outlined under section X-3;
15. As subject matter experts, serve as the lead in the development of presentations, workshops, and or seminars as it relates to mental health, clinical crisis interventions and approaches, crisis-de-escalation, and crisis stabilization for external conferences and community outreach. EHN agrees to not use EPPD name, logo, or any representations during the above-referenced events without prior approval from EPPD leadership;
16. Ensure that there is a clinical administrator assigned to every shift for clinical staffing and disposition approval;
17. Submit to EPPD community welfare checks and follow ups for emergent mental health cases of individuals and public health and safety concerns determined by the local mental health authority, if screened and determined to be appropriate by EPPD CIT Supervisors.

EMPLOYEE CODE OF CONDUCT

Integrity and high standard of ethics are fundamental to the City of El Paso and EHN and must be upheld by all members of CIT. EHN (hereinafter EHN/CIT) employees assigned to CIT are an extension of the City of El Paso and the El Paso Police

Department both off-duty and on-duty.

1. Off-duty Law Enforcement Encounters
   a. If any EHN/CIT employee is involved in a situation where they were encountered by any Law Enforcement Officer or agency while the EHN/CIT employee is off duty and Law Enforcement action is taken against the employee or people in the company of the employee. The EHN/CIT employee must immediately notify their supervisors of the situation and details. The EHN supervisor will in turn notify EPPD Supervisors of the details and incident.

2. Drug Free Environment
   a. As part of the initial hiring phase, EHN/CIT employees must pass a background check. A criminal history is completed as well as a drug questionnaire. EHN/CIT employees are expected to maintain a drug-free lifestyle and abstain from any illegal drug use while a member of EPPD CIT. Should there be articulable reasonable suspicion that an EHN/CIT employee ~~may use~~is using illegal drugs either on or off duty, EPPD supervisors will notify EHN supervisors and vice versa so that an investigation may be conducted by EHN Human Resources. Drug screening will be at the discretion of each program.
   b. Any EHN/CIT employee ~~involved in or~~subject to investigation ~~suspected to be involved in~~ due to suspected illegal activity or illegal drug use will not be allowed to return to work with EPPD CIT until cleared of any wrongdoing. Any EHN/CIT employee is subject to drug screening based on articulable reasonable suspicion at the discretion of EPPD or EHN in relation to investigations. Any EHN/CIT employee who is tested and is negative ~~suspected of ingesting any illegal substance who provides a drug test that absolves them of any suspicion will be allowed to continue~~may continue to work ~~along~~with ~~side~~ EPPD CIT. Should an EHN/CIT employee refuse to submit to a drug test ~~after articulable suspicion is developed at EHN's requestthe~~ EHN/CIT employee will not be allowed to return to work with EPPD and will have all access to~~an~~ EPPD property revoked.
   ~~EHN/CIT employees will be required to submit to a criminal background check to EPPD every 3 years that they are employed with CIT.~~
   ~~EHN Employees will be required to submit to a criminal background check to EPPD every 3 years that they are employed with CIT.~~
   c.

F. COST SHARE & PAYMENT

1. PERSONNEL. Subject to the provisions set forth in this Article F, the City of El Paso and EHN agree to assume all personnel costs for their CIT representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency policy.

a. The City will fund from the City of El Paso General Fund Police Personnel.
b. The City of El Paso will reimburse to EHN the cost of EHN CIT personnel assigned full-time to the CIT division as specified in Appendix A of this Agreement.
c. Sustainable Funding. The Parties shall undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future services.

2. Payment for Personnel.

a. The City of El Paso will reimburse to EHN the cost of funding EHN personnel, as specified in Appendix A of this Agreement, subject to the not-to-exceed amount of one million, eight ~~seven~~ hundred and thirty one ~~seventeen~~ thousand, three ~~six~~ hundred and ~~forty-one~~ sixteen-dollars and 36/100 ~~87/100~~ dollars ($1,831,316.36 ~~1,717,641.87~~) per year of this Agreement.

~~a.~~

b. The City of El Paso will not be responsible for ~~anyEHN will not increase any of theincreaseany~~ increase in EHN employee's salaries or compensation during the ~~life~~ duration of the contract between the City and EHN that is not described in this contract.

c. With regard to reimbursement for EHN personnel, EHN will submit a written request to the City of El Paso no later than the fifteenth (15th) day of the month after services were rendered, requesting the Monthly Prorated Payment for Service to be provided during that month (the "EHN Payment Request"). Such invoice will be delivered to the City in a format that contains all items required by the City of El Paso, as set forth in Appendix B. The City will remit payment to EHN within thirty (30) days of receiving accurate monthly invoice.

d. The City agrees to make funding for CIT a part of the City's annual budget process and agenda. The amounts for ongoing funding under this Section F(2)(c), shall be by Amendment to this Agreement executed by EHN, EPPD, and the City.

e. City agrees to reimburse overtime worked by EHN qualified mental health clinicians in connection with CIT Unit duties. For each fiscal year of this agreement, City shall pay to EHN an amount not to exceed Eighteen ~~sixteen~~ thousand, nine ~~three~~ hundred ~~and twelve~~ dollars and ~~72/100~~ 0/100 dollars (~~$16,312.72~~ $18,900.00) for reimbursable overtime worked by EHN qualified mental health clinicians in connection with CIT Unit duties.

~~e.~~f. EHN agrees to match the staffing levels of EPPD for the CIT unit during holiday periods. The following holidays are recognized by the parties: New Year's Day, Martin Luther King Birthday, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

~~f.~~g. City agrees that if a CIT unit does not deploy due to the absence from duty of an

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EPPD officer to staff the unit, there will be no effect on the Monthly Prorated Payment for Service.

3. OFFICE SPACE, TRANSPORTATION, EQUIPMENT, AND SUPPLIES.

a. EPPD will provide officers with standard Class B uniform, patrol level less lethal equipment, handheld radio communication equipment, and equipment required by EPPD and/or contractual obligations between the City of El Paso and the El Paso Police Municipal Police Officer's Association.

b. EHN will provide clinicians with laptop computers with mobile Wi-Fi, office supplies, and cell phones.

c. EPPD will provide the primary CIT Division office at EPPD Headquarters located at 911 N. Raynor, El Paso, TX. EHN will provide additional office space and equipment, compliant with all applicable Criminal Justice Information Services ("CJIS") requirements and/or all other required law enforcement security regulations, at the EHN facility located at 1601 East Yandell, El Paso, TX. All CIT unit members will have access to these facilities.

4. Payment for Transportation, Equipment, and Supplies.

a. The Parties agree that the Texas Health and Human Services Commission ("HHSC") will own, and the Parties will assign to HHSC, all right, title, and interest in all vehicles purchased with state funds in the name of the City and/or EHN, for use and benefit of the CIT program, upon termination of the CIT program.

The City agrees to make funding for CIT a part of the City's annual budget process and agenda. EHN shall be responsible for providing funding for equipment and supplies for EHN, as outlined in this Agreement.

G. SUPERVISION

EPPD will be the lead agency on all law enforcement issues pertaining to CIT operations and structure. EHN will be the lead agency on all mental health oriented non-criminal issues involving assessment and disposition of CIT encounters. The EPPD CIT units will be supervised through the EPPD command structure. EHN will provide a licensed clinician to supervise the CIT EHN staff. EHN clinical administrators will maintain all administrative oversight and clinical autonomy for EHN personnel.

The Parties will establish a Supervisor Working Group. The purpose of this working group is to provide an established forum wherein issues related to the interaction of the Parties can be addressed on an informal basis. The Supervisor Working Group will allow for input from both parties for strategic planning shift scheduling, and to work toward leadership consensus on operational issues or patient encounters that do not conflict with either parties' policy or procedures. The Supervisor Working Group shall not be considered a governing body under this agreement, and shall not have

authority to make a binding decision on behalf of the CIT Division.

The Chief of Police and the Chief Executive Officer of EHN, or their designees, may establish informal working groups to facilitate a productive and organized working environment to discuss issues of common interest. No informal working group shall have authority to make a binding decision on behalf of CIT.

H. CONFIDENTIALITY AND SHARING OF INFORMATION

All personnel assigned to the CIT teams shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to an individual's mental history and other medical records, and shall comply with all state and federal laws, rules, and regulations in both areas of privacy and security of protected health information.

All personnel assigned to the CIT teams shall be knowledgeable and responsible for abiding with the provisions of law pertaining to confidentiality of information related to the handling of criminal and administrative investigations, law enforcement reports, and documents, and shall comply with all federal, state and local laws, rules, and regulations governed by, but not limited to, Criminal Justice Information Services (CJIS).

The criminal history of an individual will be accessed only by sworn police personnel, and is made available to EHN personnel only as necessary and appropriate, and within the limits allowed by federal, state, and local laws, rules, regulations, and departmental rules, regulations, and policy.

The mental health history of an individual will be accessed only by EHN clinicians, and is made available to law enforcement only as necessary and appropriate, and within the limits allowed under state and federal patient privacy laws, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA") and 42 CFR Part 2. The clinicians may disclose information or any other protected mental health information to other specialized units within EPPD in the following circumstances:

1. In response to a court order, warrant, court subpoena, summons, or process issued by a court;
2. If the clinician believes that the client presents a serious present or imminent danger of violence to self or another person.

In accordance with 42 CFR Part 2, EHN clinicians may disclose such information to medical personnel in response to an emergency involving the individual, if such disclosure is necessary based upon the clinician's exercise of his or her professional judgment.

The parties agree that HIPAA Privacy Rules contain an exception for law enforcement purposes, 45 CFR § 164.512(f), which permits a covered entity to disclose PHI to law enforcement officials without patient authorization under the following circumstances:

1. Court orders, court-ordered warrants, subpoenas, and administrative requests;
2. To identify or locate a suspect, fugitive, material witness or missing person;
3. To answer a law enforcement official's request for information about a victim or suspected victim of a crime;
4. To alert law enforcement of a person's death, if the organization suspects that

criminal activity caused the death;

5. When an organization believes that PHI is evidence of a crime that occurred on its premises; and
6. In a medical emergency not occurring on its premises, when it's necessary to inform law enforcement about the commission and nature of a crime, the location of the crime or crime victims, and the perpetrator of the crime.

Further dissemination of information, unless otherwise provided for by law or separate agreement, any information shared at, or in connection with, CIT by any of the Parties may not be further disseminated without the express consent of the Party from which the information originated.

Information requests of the parties remain individually responsible for processing any external requests for information related to CIT that is directed to it - whether such requests are pursuant to federal or state open records or freedom of information laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from the other Party, the participating Party processing the request shall consult with the Party from which the information originated prior to releasing the information. The Chief of Police and CEO of EHN shall be notified of all information requests related to CIT that are received by either party.

The Chief of Police and CEO of EHN shall designate a specific individual to serve as the primary media point of contact for CIT. Such designations may be made on a case-by-case basis to correspond to specific activities. Any statements or releases of information to the media, or responses to media inquiries, on behalf of CIT, shall be made exclusively by the designated point of contact. The Parties, however, may independently make a statement, or release of information to the media, or respond to media inquiries with respect to any activities of the respective agency that relate to CIT. The designated point of contact of the Parties, the Chief of Police, or the CEO of EHN, will be advised when such release is to be made by either Party.

I. RESPONSIBILITY OF DISPATCHING OF TEAMS

The CIT units will receive calls directly from 911 dispatch when the situation requires. If available, the CIT unit will respond to requests from field units when assistance is needed in crisis intervention and de-escalating a person suspected having a mental illness or intellectual disability. The CIT unit may receive requests directly from EHN CIT staff for community welfare checks and follows up for emergent mental health cases of individuals and public health and safety concerns determined by the local mental health authority.

J. JOINT TRAINING

Joint Training of CIT personnel shall be a collaborative effort among EPPD and EHN. EPPD and EHN management will determine together the curriculum, schedule, and personnel for all Joint Training.

K. SPECIAL THREAT SITUATIONS

CIT units may be dispatched or called out to a location where a special threat situation,

as defined by EPPD Procedure Manual 3-403, is involved. The role of CIT units at a Special Threat situation is to provide on-scene mental health history of the individual involved and to act as a resource to the incident commander.

L. PROGRAM AUDIT

This Agreement and its requirements are subject to audit by the Parties, and it is their responsibility to conduct an audit whenever they deem it necessary. Such audit shall be at the individual Parties' expense. Parties shall share information with each other for the purposes of compiling statistics on an annual basis to ascertain the effectiveness and reduced jail rates achieved by the program. EPPD agrees to maintain all records relating to the operation of CIT consistent with the Parties' policies on record retention. EHN client records shall be housed for a period of seven years after contact with the client is terminated.

M. AMENDMENTS

The terms of the Agreement may be amended upon written approval by all Parties, or their designated representative or successors. Unless stated otherwise in the Amendment, amendments become effective upon the date of approval.

N. NO PRIVATE RIGHT CREATED

This is a cooperative government Agreement among the Parties, and is not intended to confer any right or benefit to a private person or party.

O. INSURANCE

The following insurances or self-insurances will be obtained and maintained by each Party and its agents and subcontractors providing services hereunder:

1. Appropriate workers compensation coverage for all persons providing services under this Agreement;
2. Comprehensive general liability insurance covering each Party, its subcontractors, agents, and any person providing services hereunder in such minimum amounts as are acceptable to each Party;
3. Professional general liability insurance on a per occurrence basis, or its equivalent in amounts, as acceptable to all Parties;
4. Insurance coverage may be obtained from commercial insurance carriers deemed acceptable by the Parties; or, it may be deemed satisfied by the showing of other financial responsibility satisfactory to the parties, including: (1) evidence of statutory limitation on financial liability acceptable to the parties, their employees, and agents; or (2) evidence of establishment of actuarially sound self-insurance programs.

P. INDEMNIFICATION/NO WAIVER OF IMMUNITY

To the extent authorized by the Constitution and the laws of the State of Texas, EHN shall hold harmless and indemnify the City and/or EPPD, its officers, agents, and employees from and against

any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any negligent act or omission of EHN, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence.

To the extent authorized by the Constitution and the laws of the State of Texas, the City and/or EPPD shall hold harmless and indemnify EHN, its officers, agents, and employees from and against any and all claims, liabilities, losses, judgements, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of the City and/or EPPD, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence.

No Party waives or relinquishes any immunity or defense on behalf of itself, trustees, officers, employees (paid or volunteer), and agents as a result of the execution of this Agreement or as a result of the performance of the functions or obligations described herein.

Q. AUTHORIZATION OF AGREEMENT

Each Party represents to the other Parties that the execution of the Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of each Party according to its terms.

R. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

S. QUALITY ASSURANCE

EHN shall develop and implement written policies and procedures to evaluate the performance of the terms and conditions of this Statement of Work and measure client and local stakeholder satisfaction.

City of El Paso will engage in monitoring activities to evaluate the quality of various aspects of service delivery. Some of these activities include: a) Site visits to evaluate and document various administrative and programmatic requirements, b) Review of data reports to evaluate programmatic outcomes, and c) Review of general administrative compliance documents. EHN will be required to participate in all monitoring and evaluation activities.

T. MISCELLANEOUS NOTICES

Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, or sent by email or fax with a receipt obtained showing transmission to Parties at the addresses below. The notice shall on the date of the delivery indicated on the receipt. Any Party may change its address by providing at least ten (10) days prior written notice to the other Parties hereto.

If to EPPD:
Chief of Police
El Paso Police Department
911 N. Raynor
El Paso, TX 79903
Email: PDCITSupers@elpasotexas.gov

If to EHN:
Kristen Daugherty Chief Executive Officer
El Paso MHMR d/b/a Emergence Health Network 201 E. Main Street, Suite 600
El Paso, TX 79901
Email: kdaugherty@ehnelpaso.org

U. INDEPENDENT CONTRACTOR

The relationship between the Parties shall be that of an independent contractor. It is agreed that neither the Parties nor any of their personnel shall be considered an employee, agent, partner, joint venture, ostensible or apparent agent, servant or borrowed servant of any other Party to this Agreement. Each Party remains liable for the acts and omissions of its officers, employees, agents and representatives and shall also be responsible for any compensation or benefits owed or accruing to its officers, employees, agents or representatives.

V. GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie in El Paso County, Texas. The Parties acknowledge that, where applicable, the Parties are subject to the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101. The Parties further acknowledge that this Agreement and any documentation provided to EHN by City is subject to the Texas Public Information Act, Texas Government Code, Chapter 552.

W. FUNDING

Notwithstanding any other provision of the Agreement, the Parties understand and agree such understanding and agreement being of the essence of this Agreement, that no Party has obligated funds for this Agreement, and that expenditure by any Party furtherance of this Agreement shall be at the option of that Party and at the full discretion of the Party. Accordingly, no Party, its officers, employees, agents or representatives shall have any claim or cause of action against another Party hereto for failure to make available or expend any funds, and no Party shall bring any claim against another Party in regard to any services rendered under this Agreement.

Sustainable Funding. The Parties agree to undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future services.

Nothing in this agreement prohibits either Party from seeking alternative funding sources ("Grants") to help maintain and/or establish funding to enhance the function of CIT. The Parties agree

to share information and/or data to help with the applications for Grants. Should either Party use the other Party for matching funds, the Parties agree to ensure that the funds are mutually used to the best benefit of CIT as required, pursuant to the rules or conditions applicable to that award. The City agrees that funding for CIT will be made a part of the City's ongoing annual budget process/agenda and will be reviewed and approved by standard City and/or EPPD processes on an annual basis.

X. REPORTING SYSTEM, SCOPE OF WORK, AND PERFORMANCE MEASURES

1. REPORTING. The CIT team officer shall complete a Daily Activity Report (DAR) as per current EPPD policy at the end of each shift and will be responsible for completing any EPPD reports that are required. The CIT clinician shall complete all necessary EHN forms for each client's chart. Data compilation and reporting process will be coordinated between the Parties.

2. SCOPE OF WORK.

   a. EHN shall provide personnel, as enumerated in this Interlocal, and shall keep the City fully aware of any change in personnel within EHN, as related to this Interlocal.
   b. EHN shall ensure proper and appropriate licensure and training for all EHN personnel assigned to this Program.
   d. EHN mental health clinicians will work with an El Paso Police Officer in the field, and maybe scheduled to work various times, days, and holidays throughout the life of this agreement.
   e. EHN mental health clinicians shall provide mental health services, as necessary, to police incidents responded to by members of the EPPD.
   f. EHN shall assist with training members of the El Paso Police Department in training related to Mental Health issues that an officer may encounter during the officers' tour of duty. Training must adhere to current training standards set forth by Texas Commission on Law Enforcement (TCOLE) and/or the El Paso Police Department's Training Academy.
   g. EHN must provide during CIT operational hours, including holidays, field support from an EHN CIT clinical administrator for those events where a CIT unit is not available for Crisis Management Team (CMT) and/or Special Weapons and Tactic (SWAT) call outs. EHN CIT clinical administrators must be on scene within one (1) hour of notification of a CMT/SWAT call out.
   h. EHN personnel must adhere to all rules, policies, procedures, and other Federal/State laws and regulations when becoming aware of and/or privy to criminal investigations.
   i. EHN assigned CIT staff shall cooperate fully with any Internal Affairs Division investigations and any and all criminal and/or civil investigations/litigation. EHN personnel, including program director, program managers, program leads, and mental health clinicians, will be given five (5) days to comply with a request by EPPD Internal Affairs Divisions or Criminal Investigations Division for a written statement. Failure to comply with this section without good cause will result in the employee no longer being allowed to work with the CIT unit.
   j. EHN shall invoice the City for services rendered, as prescribed by current City of

El Paso procurement policies and procedures. EHN will submit a written request to the City of El Paso no later than the fifteenth (15th) day of the month after services were rendered, requesting the Monthly Prorated Payment for Service to be provided during that month (the "EHN Payment Request"). Such itemized invoice will be delivered to the City in a format that contains all items required by the City of El Paso as shown in Appendix B.

3. PERFORMANCE MEASURES. Without waiving the enforceability of any of the terms of the Interlocal Agreement, EHN's effectiveness in providing the services described in Sections A through J above will be measured by compliance with the requirements below.

a. The following reports shall be submitted, as specified below. The reports shall be submitted quarterly, and will include data or information on:

1. Total number of individuals served per month;
2. Number of 911 behavioral health related calls resulting in CIT unit response;
5. Number of individuals who are linked to behavioral health services by an EHN CIT caseworker, as a result of a CIT encounter.
6. Source of referrals received from MCOT, Emergency Rooms/EMT, Law Enforcement, Other Community Resources, Self and/or Other(s).
7. Number of CIT calls that result in inpatient services;
8. Number of CIT calls that result in outpatient or other non-inpatient services;
9. Number of CIT calls that result in incarceration.

b. In addition to quarterly reports, a yearly report will be generated for the above service deliverables.

Y. EFFECTIVE DATE

This Agreement shall become effective on the date the Agreement is executed by duly authorized representatives of EHN, the City of El Paso, and approved by the EPPD.

Z. ENTIRE AGREEMENT

This instrument contains the entire Agreement between the Parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this Agreement are of no force or effect, unless in writing and signed by the Parties.

(continues on next page)

APPROVED this _____ day of _____, 2025.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Peter Pacillas, Chief of Police
El Paso Police Department

For El Paso MHMR d/b/a

Emergence Health Network

Kristen Daugherty
Chief Executive Officer
Emergence Health Network

APPENDIX A

Formatted: Centered

File #: 25-1380, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 5
City Manager's Office, Sasho Andonoski, (915) 212-1092
Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate a budget transfer of $2,460,711.23 from investment interest and $2,152,066.39 from project savings for a total of $4,612,777.62 to complete the East Side Regional Park Phase 2.

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

DEPARTMENT: Office of Managment and Budget

REVISED
5:13 pm, Nov 05, 2025

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Sasho Andonoski **PHONE NUMBER:** (915) 212-1092

2nd CONTACT PERSON NAME: Gilbert Guerrero **PHONE NUMBER:** (915) 212-1803

DISTRICT(S) AFFECTED: District 5

STRATEGIC GOAL:

Goal 6- Set the standard for sound governance and fiscal management

SUBGOAL:

SUBJECT:

Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate a budget transfer of $2,460,711.23 from investment interest and $2,152,066.39 from project savings for a total of $4,612,777.62 to complete the East Side Regional Park Phase 2.

BACKGROUND / DISCUSSION:

Section 7.3D of the City Charter requires a budget to be adopted by resolution no later than August 31st of each year.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

The FY 2025 - 2026 Annual Budget for the City of El Paso was adopted by Resolution on August 19, 2025.

AMOUNT AND SOURCE OF FUNDING:

PCP13PRKA06: $ 2,152,066.39 from project savings
PCP13PRKA06I: $ 2,460,711.23 from investment interest

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Sasho Andonoski Digitally signed by Sasho Andonoski Date: 2025.11.04 08:24:38 -07'00'

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

RESOLUTION

WHEREAS, on August 19, 2025, pursuant to Section 7.3D of the City of El Paso municipal code, the City Council approved the FY2026 City budget by resolution ("Budget Resolution"); and

WHEREAS, Section 6 of the FY2026 Budget Resolution authorizes the City Manager or designee to make budget transfers between departments and/or non-enterprise funds or reprogram funds within an enterprise department, not to exceed $100,000, to the extent permitted by law and budget transfers between departments and/or non-enterprise department funds exceeding $100,000 requiring City Council approval; and

WHEREAS, the Capital Improvement and Parks and Recreation Departments require a budget transfer in excess of $100,000, which in accordance with Section 6 of the FY2026 Budget Resolution, requires City Council approval.

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

THAT, the City Manager, or designee, be authorized to effectuate a budget transfer from investment interest and project savings to complete the East Side Regional Park Phase 2 in accordance with updated project scope and expenditure needs, as respectively listed and referenced below:

BT Number	Fund	Project	Increase /(Decrease)
BT2026-0117	4741	PCPBALANCE	($464,612.65)
BT2026-0117	4743	PCPBALANCE	($23,384.06)
BT2026-0117	4743	PCPBALANCE	($35,102.79)
BT2026-0117	4743	PCPBALANCE	($1,280,439.88)
BT2026-0117	4745	PCPBALANCE	($21,442.27)
BT2026-0117	4746	PCPBALANCE	($327,084.74)
BT2026-0117	4741	PCP13PRKA06	$464,612.65
BT2026-0117	4743	PCP13PRKA06	$23,384.06
BT2026-0117	4743	PCP13PRKA06	$35,102.79
BT2026-0117	4743	PCP13PRKA06	$1,280,439.88
BT2026-0117	4745	PCP13PRKA06	$21,442.27
BT2026-0117	4746	PCP13PRKA06	$327,084.74
BT2026-0117	4740	PCP13PRKA06I	$17,566.21
BT2026-0117	4741	PCP13PRKA06I	$76,779.02
BT2026-0117	4743	PCP13PRKA06I	$629,440.39
BT2026-0117	4745	PCP13PRKA06I	$1,402,519.34
BT2026-0117	4746	PCP13PRKA06I	$334,406.27

(Signatures on the following page)

APPROVED this _____day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Sasho Andonoski, Director
Office of Management & Budget

File #: 25-1381, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 4
Economic and International Development, Karina Brasgalla, (915) 212-0094

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City reviews and approves the Five-Year Capital Improvements and Maintenance Plan ("Plan") for Municipal Management District Number 1 ("District"). This approval constitutes the City's prior approval of the Plan under Section 375.207(b). The District may finance the improvements and issue bonds or other obligations for the projects identified in the approved Plan without further City Council approval, provided that all such financing complies with applicable law and the District's enabling legislation. Nothing in this Resolution, nor in the City's approval of the Plan, creates or constitutes any debt or liability of the City.

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

DEPARTMENT: Economic and International Development

AGENDA DATE: 11/17/25

PUBLIC HEARING DATE: 11/17/25

CONTACT PERSON NAME: Karina Brasgalla **PHONE NUMBER:** 915-212-0094

2nd CONTACT PERSON NAME: Tony Nevarez, Aviation Director **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: District 4

STRATEGIC GOAL:

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

SUBGOAL:

1.4: Grow the core business of air transportation.

SUBJECT:

Discussion and action on a Resolution that the City reviews and approves the Five-Year Capital Improvements and Maintenance Plan ("Plan") for Municipal Management District Number 1 ("District"). This approval constitutes the City's prior approval of the Plan under Section 375.207(b). The District may finance the improvements and issue bonds or other obligations for the projects identified in the approved Plan without further City Council approval, provided that all such financing complies with applicable law and the District's enabling legislation. Nothing in this Resolution, nor in the City's approval of the Plan, creates or constitutes any debt or liability of the City.

BACKGROUND / DISCUSSION:

Section 375.207(a) of the Texas Local Government Code requires municipal approval of the plans and specifications of improvements projects financed by bonds or other obligations issued by a municipal management district, and Section 375.207(b) authorizes a municipality to give prior approval of a capital improvements budget for a period not to exceed five (5) years, and if such budget is approved, the district may finance the improvements and issue bonds specified in the budget without further municipal approval.
Nothing in the City's approval of the Plan, creates or constitutes any debt or liability of the City, nor does it pledge the City's credit, taxing power, or revenues. All bonds or obligations issued for the approved projects shall be solely those of the District and payable only from its own revenues. This approval only applies to the projects and expenditures described in the Plan and shall remain in effect for a period not to exceed five (5) years from the date of the approval. Any material amendment, extension, or new project not included in the approved Plan shall require separate City Council approval.

COMMUNITY AND STAKEHOLDER OUTREACH:

What methods of outreach were employed to engage the community? What key concerns and priorities were identified among citizens? How many outreach meetings or events were conducted? What was the attendance count for each meeting or event? These questions ensure clear and thorough reporting on community engagement efforts

PRIOR COUNCIL ACTION:

On January 8, 2019 the City Council supported the introduction and passage of legislation during the 86th Texas Legislative session relating to the creation of the City of El Paso Municipal Management District No. 1
On March 30, 2020 the City Council approved the initial Five-Year Capital Improvements and Maintenance Plan.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

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

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

WHEREAS, the City of El Paso ("City") was the owner of approximately 2,313 acres of real property generally located on the northeast part of the City of El Paso (the "NE Property"); and

WHEREAS, on October 2, 2018, the City Council adopted Ordinance No. 018849, establishing Tax Increment Financing Reinvestment Zone Number Thirteen, City of El Paso, Texas ("TIRZ 13"), in accordance with the Tax Increment Financing Act, as amended (Chapter 311 of the Texas Tax Code, hereinafter called the "Act"), to promote development of the NE Property through the use of tax increment financing; and

WHEREAS, on October 30, 2018 the City Council of the City consented to the land exchange agreement between the City and FSW Investments, LP ("FSW"); and

WHEREAS, on November 13, 2018 through Ordinance No.018871, the City entered into a Land Exchange Agreement with FSW wherein the City exchanged the NE Property for approximately 44 acres situated in the northwest part of the City of El Paso; and

WHEREAS, on January 8, 2019 the City Council supported the introduction and passage of legislation during the 86th Texas Legislative session relating to the creation of the City of El Paso Municipal Management District No. 1 (the "District") encompassing the NE Property; providing authority to issue bonds; and providing authority to impose assessments, fees, or taxes; and

WHEREAS, on June 14, 2019 Texas House Bill 4730 was enacted and became law as Chapter 3972 of the Texas Special District Local Laws Code, effective January 1, 2020, creating the District as a special district under Section 59, Article XVI, Texas Constitution, and providing authority for the District to issue and impose assessments, fees, or taxes; and

WHEREAS, under Section 3972.0107, except as otherwise provided by Chapter 3972, the provisions of Chapter 375, Texas Local Government Code ("Chapter 375"), apply to the District; and

WHEREAS, Section 375.207(a) requires municipal approval of the plans and specifications of improvements projects financed by bonds or other obligations issued by a municipal management district, and Section 375.207(b) authorizes a municipality to give prior approval of a capital improvements budget for a period not to exceed five (5) years, and if such budget is approved, the district may finance the improvements and issue bonds specified in the budget without further municipal approval; and

WHEREAS, the District has submitted to the City a proposed Five-Year Capital Improvements and Maintenance Plan ("Plan") describing the public improvements and maintenance projects to be undertaken within the District; and

WHEREAS, the City Council finds that approval of the Plan is in the best interests of the City and its residents, promotes economic development within the District, and satisfies the municipal consent requirement of Chapter 375, without creating any obligation or indebtedness of the City.

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

1. That the City Council hereby approves the District's Five-Year Capital Improvements and Maintenance Plan as *Exhibit A,* attached hereto, for the period 2025 through 2029, as submitted.

2. This approval constitutes the City's prior approval of the Plan under Section 375.207(b). The District may finance the improvements and issue bonds or other obligations for the projects

identified in the approved Plan without further City Council approval, provided that all such financing complies with applicable law and the District's enabling legislation.

3. Nothing in this Resolution, nor in the City's approval of the Plan, creates or constitutes any debt or liability of the City, nor does it pledge the City's credit, taxing power, or revenues. All bonds or obligations issued for the approved projects shall be solely those of the District and payable only from its own revenues.

4. This approval only applies to the projects and expenditures described in the Plan and shall remain in effect for a period not to exceed five (5) years from the date of the approval. Any material amendment, extension, or new project not included in the approved Plan shall require separate City Council approval.

APPROVED THIS _____ DAY OF_____2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Karina Brasgalla, Director
Economic Development

_____
Robert Cortinas
Chief Financial Officer

EXHIBIT A

City of El Paso MMD 1
5 Year Projected Cost Budget

Development Costs		Total Eligible Costs
Phase 2 - Residential Infra.	$	10,076,397
Phase 3 - Residential Infra.	$	12,772,050
Phase 4 - Residential Infra.	$	8,307,956
Parks/Amenities/Open Space*	$	6,430,800
Master Infrastructure**	$	4,000,000
Soft Costs***	$	4,145,647
Total Eligible Costs	**$**	**45,732,850**
Projected Bond Issue Costs**	**$**	**11,433,213**

*Inclusive of estimated trail system costs, open space and park improvements
**Inclusive of McCombs Street and internal thoroughfare improvements
***Inclusive of engineering, testing, survey, contingency, inspection
****Assumes all cost of issuance for the bonds including capitalized interest, bond discount, issuance costs, etc.

Legislation Text

File #: 25-1383, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Streets and Maintenance, Randy Garcia, (915) 212-7066

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 establish an Adopt-a-Street Program and to allow the City Manager or designee to develop guidelines, provide the authority to sign related agreements and establish funding sources to implement the program.

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

DEPARTMENT: Streets and Maintenance

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE: 12/2/25

CONTACT PERSON NAME: Randy Garcia, Director **PHONE NUMBER:** 915-212-7066

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 3 - Promote the visual image of El Paso

SUBGOAL:

Subgoal 3.1 - Improve the visual impression of the community

SUBJECT:

A resolution to allow the City Manager or designee to establish an Adopt-a-Street Program, develop guidelines, provide the authority to sign related agreements and establish funding sources to implement the program.

BACKGROUND / DISCUSSION:

The Adopt-A-Street program will be a way for citizens to assist the City in it's beautification efforts. The department reviewed comparable programs in other municipalities, identified best practices, and assessed resources required for implementation and maintenance.

COMMUNITY AND STAKEHOLDER OUTREACH:

The Streets and Maintenance Department has conducted internal coordination meetings to discuss program structure, responsibility, and implementation strategies across relevant sections. In addition, the department has met with the Environmental Services Division to align efforts related to litter control, volunteer participation, and ensuring that the program complements existing citywide beautification and sustainability initiatives.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Randy Garcia

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

RESOLUTION

WHEREAS, the City of El Paso owns hundreds of streets maintained by the Department of Environmental Services; and

WHEREAS, the city wishes to authorize the establishment of an Adopt-a-Street Program that will provide an opportunity for participants to clean and beautify public spaces in the City of El Paso.

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

That the City Manager or designee be authorized to establish an Adopt-a-Street Program for the City of El Paso.

That the City Manager or designee be authorized to develop guidelines, implement pilot projects and take any actions necessary to establish and implement the Adopt-a-Street Program.

That the City Manager or designee be authorized to, after review and approval by the City Attorney's Office, sign any related agreements, amendments to such agreements and documents necessary to carry out the intent of this resolution.

That the City Manager or designee be authorized to establish the funding sources and effectuate any budget transfers necessary to carry out the intent of this resolution.

(Signatures on next page)

(Signature page)

APPROVED this the _____ day of _____ 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Randy Garcia, Director
Department of Streets and Maintenance

APPROVED AS TO FORM:

_____
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, Director
Department of Environmental Services