

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

September 16, 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: 993-758-783#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on September 16, 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: 993-758-783#

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>

The following member(s) of City Council will be present via video conference:

Josh Acevedo

9:00 A.M. PLEDGE OF ALLEGIANCE

Presa Elementary School at the Invitation of City Representative Lily Limón

Ashton Buzani
Ezekiel Cuevas
Ivan Delgado
Melody Flores
Felicitas Lopez
Jonathan Marrufo
Oakley Torrez
Naya Uribe

MAYOR'S PROCLAMATIONS

In Her Element Foundation - Hispanic Heritage Month ¡Sí Se Puede!

Communities en Acción – 15th Anniversary

Lincoln Park Day

Edgar Scissorhands Day

10:00 A.M. ROLL CALL

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

INVOCATION BY THE EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD

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 August 19, 2025, the Regular City Council Meeting of September 3, 2025, and the Work Session of September 2, 2025. [25-1158](#)

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 [25-96](#)

CONSENT AGENDA - RESOLUTIONS:

3. A Resolution that the City Manager, or designee, be authorized to sign a two-year On-Call Agreement for professional services to perform environmental services on a task-by-task basis by and between the by City of El Paso and WSP USA, Inc. The On-Call Agreement will be for an amount not to exceed \$500,000.00, and will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of the project and if the increased amounts are within the appropriate budget identified for the project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the On-Call Agreement. [25-1157](#)

District 3

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

4. That the El Paso City Council authorizes the Mayor of the City of El Paso to enter into an Interlocal Agreement with the County of El Paso, Texas, to facilitate the shared administration, management, and use of the P25 radio system. [25-1148](#)

All Districts

Information Technology, Carolyn Patrick, (915) 212-1408

5. Resolution that the 2025 Guidelines for the City Employees Charitable Campaign be adopted, designating the United Way of El Paso County as the Local Campaign Manager, and designating the City's Chief Human Resources Officer or designee to act as the liaison to work with the Local Campaign Manager in the administration of the campaign. [25-1166](#)

All Districts

Human Resources, Mary Wiggins, (915) 212-1267

CONSENT AGENDA - SPECIAL RE-APPOINTMENT:

6. A Resolution that the City of El Paso re-appoint Tanny Berg as a regular appointee to the Central Appraisal District Board of Directors. [25-1139](#)

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

CONSENT AGENDA - SPECIAL APPOINTMENTS:

7. That the City Council approve the recommendation of the Board of Directors of the El Paso Downtown Management District and that the following persons be named directors of the District for the terms indicated: [25-1147](#)

Nominee	Term#	Expiration Date
Tessa Judge	1	August 2028
Nick Seckerson	1	August 2028
Brian Kelley	1	August 2028
Jose Garcia	1*	August 2028
Daniela Caro	2	August 2028
Marcelle Fernandez	1	August 2028
Liliana Miranda	1	August 2028

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

District 8

Economic and International Development, Karina Brascalla, (915) 212-0094

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

8. Justin Bass to the Zoning Board of Adjustment as a Regular Member by Representative Alejandra Chávez, District 1. [25-1143](#)

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

9. Fabian Uribe to the Zoning Board of Adjustment as a Regular Member by Representative Ivan Niño, District 5. [25-1164](#)

Members of the City Council, Representative Ivan Niño, (915) 212-0005

10. Christine Foster Loveridge to the Zoning Board of Adjustment by Representative Josh Acevedo, District 2. [25-1170](#)

Members of the City Council, Representative Josh Acevedo, (915) 212-0002

11. Bernie Olivas to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Art Fierro, District 6. [25-1180](#)

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

CONSENT AGENDA - BOARD APPOINTMENTS:

12. Ronnie Baker to the Veterans Affairs Advisory Committee by Representative Alejandra Chávez, District 1. [25-1178](#)

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

CONSENT AGENDA - NOTICE FOR NOTATION:

13. For notation only, Special Projects, Discretionary Fund Expenditures, and P-Card Transactions for the period of July 21, 2025 - August 20, 2025, for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff. [25-1152](#)

All Districts

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

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

14. The request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order(s) to increase contract 2023-0275 Armed Security Guard Services to Nighteyes Protective Services Inc. This change order will increase referenced contract by \$180,000.00 for a total estimated amount not to exceed \$2,971,935.00. This Change Order is to include additional security guard services to the Stanton and Zaragoza international bridges. [25-1153](#)

Department:	International Bridges
Award to:	Nighteyes Protective Services Inc.
City & State:	El Paso, TX
Current Contract Estimated Award:	\$2,791,935.00
Change Order Amount:	\$180,000.00
Total Estimated Award	\$2,971,935.00
Account(s)	564-3300-64830-522120

Funding Source(s): Enterprise Funds
District(s): All

This was a Best Value - Services Contract.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
International Bridges, Roberto Tinajero, (915) 212-7509

15. The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Orders(s) to increase contract 2025-0157 Security Guard Services - Museums and Cultural Affairs Department (MCAD) to Nighteyes Protective Services, Inc. This change order will increase referenced contract by \$295,383.75 for a total amount not to exceed \$1,476,918.75. This change order will provide security guard services to the Mexican American Cultural Center (MACC).

[25-1151](#)

Department: Museums & Cultural Affairs
Award to: Nighteyes Protective Services, Inc.
City & State: El Paso, TX
Current Contract Estimated Amount: \$1,181,535.00
Change Order Award: \$295,383.75
Total estimated Amount not to Exceed: \$1,476,918.75
Account(s): 454-1000-54000-522120
454-1000-54020-522120
454-1000-54030-522120
454-1000-54240-522120
Funding Source(s): General Fund
District(s): All

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

All Districts

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

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.

16. An Ordinance releasing all conditions placed on property by Ordinance No. 4928, which changed the zoning of Lot 2, Block 34, Mesa Hills Unit Seventeen, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [25-1149](#)
- The proposed condition release request 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: 5662 N. Mesa Street
Applicant: Karla DiPascuale, PZCR25-00002
- District 8**
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Saul J. G. Pina, (915) 212-1604
- PUBLIC HEARING WILL BE HELD ON OCTOBER 14, 2025**
17. An Ordinance amending Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), by amending Article II (Definitions) Section 20.02.464 (HUD-Code Manufactured Home (Manufactured Home)) in order to comply with the updated zoning notification requirements in accordance with Senate Bill 1341 of the Texas 89th Legislative Session. The penalty is as provided in 20.24 of the El Paso City Code. [25-1154](#)
- All Districts**
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1556
- PUBLIC HEARING WILL BE HELD ON OCTOBER 14, 2025**
18. An Ordinance amending Title 20 (Zoning), Chapter 20.10 (Supplemental Use Regulations), Section 20.10.270 (Home Occupation Uses), Subsection 20.10.270 B.14. to include No-Impact Home Businesses as an exception to home occupation licensing requirements. [25-1155](#)
- All Districts**
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1556
- PUBLIC HEARING WILL BE HELD ON OCTOBER 14, 2025**
19. An Ordinance amending Title 20 (Zoning), Chapter 20.04 (Administrative Provisions), by amending Article VI (Changes and Amendments) Section 20.04.460 (Protest Procedure) and Article VII (Public Hearings) Section 20.04.520 (Notice) in order to comply with the updated zoning notification requirements in accordance with House Bill 24 of the Texas 89th Legislative Session. The penalty is as provided in 20.24 of the El Paso City Code. [25-1156](#)
- All Districts**
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566
- PUBLIC HEARING WILL BE HELD ON OCTOBER 14, 2025**

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

20. An Ordinance amending Title 13 (Streets, Sidewalks, and Public Places), Chapter 13.24 (City Parks and Recreation Areas), Section 13.24.090 (Motor Vehicles) and Section 13.24.010 (Creation and Purpose of Parks and Recreation Department; Definitions; and Sale of Goods and Services) to allow motor vehicles to drive and park at Lincoln Park for permitted Cultural Events with a penalty as provided by Section 13.24.220.

[25-1107](#)

District 2

Parks and Recreation, Pablo Caballero, (915) 212-0092
City Attorney's Office, Jesus Quintanilla, (915) 212-0033

REGULAR AGENDA - OTHER BUSINESS:

21. Discussion and action on a Resolution authorizing the City Manager to sign a First Amendment to Entitlement Agreement between the City of El Paso ("City"), a Texas home rule municipal corporation, and FSW Investments, LP, a Texas limited partnership ("FSW Parent"), FSW Investments I, LP, a Texas limited partnership ("FSW I"), FSW Investments II, LP, a Texas limited partnership ("FSW II"), FSW Investments III, LP, a Texas limited partnership ("FSW III"), FSW Investments IV, LP, a Texas limited partnership ("FSW IV"), FSW Investments V, LP, a Texas limited partnership ("FSW V"), FSW Investments VI, LP, a Texas limited partnership ("FSW VI"), FSW Investments VII, LP, a Texas limited partnership ("FSW VII"), FSW Investments VIII, LP, a Texas limited partnership ("FSW VIII"), FSW Investments IX, LP, a Texas limited partnership ("FSW IX"), FSW Investments X, LP, a Texas limited partnership ("FSW X" and together with FSW Parent, FSW I, FSW II, FSW III, FSW IV, FSW V, FSW VI, FSW VII, FSW VIII, and FSW IX, "FSW") and Scarborough ELP Development, LLC, a Texas limited liability company, (together with FSW, the "Owner") to add a definition for an "Exclusion Parcel" to accommodate the development of a State of Texas facility.

[25-1168](#)

District 4

Economic and International Development, Karina Brascalla, (915) 212-0094

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

22. Discussion and action directing the City Manager and City Attorney to return within 60 days with recommendations for establishing a City of El Paso Adopt-a-Street Program.

[25-1179](#)

This program would give schools, neighborhood associations, civic groups, businesses, and other organizations the opportunity to partner with the City to keep El Paso's streets clean. Modeled after TxDOT's Adopt-a-Highway and similar municipal programs in Round Rock, Ft. Worth, Dallas, San Antonio, Austin, and Lubbock, it would provide a structured way to support litter control, beautification, and community pride.

The proposal should: Review successful models from other municipalities; Allow eligible groups to adopt segments of city-maintained streets; Provide City support (litter bags, safety vests, recognition signage, and waste collection); Include safety guidelines, volunteer waivers, and cleanup frequency requirements; Present cost estimates and possible funding sources; and Explore expansion into Adopt-a-Park, Adopt-a-Spot, and or other public space options.

All Districts

Members of the City Council, Representative Ivan Niño, (915) 212-0005

23. Receive a presentation from America Alvarez with the United States Geological Survey (USGS) New Mexico Water Science Center (NMWSC) regarding the Urban Waters Federal Partnership (UWFP) to discuss the appointment of a member to the UWFP steering committee by the City of El Paso. [25-1181](#)

All Districts

Members of the City Council, Representative Josh Acevedo, (915) 212-0002

Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

REGULAR AGENDA - OTHER BUSINESS:

24. Discussion and action on the results of the Budget Transfer Audit A2025-04. [25-1144](#)

All Districts

Internal Audit, Liz De La O, (915) 212-1371

25. Discussion and action on the results of the Streets and Maintenance (SAM) - Permits Review Follow-Up Audit A2025-06. [25-1146](#)

All Districts

Internal Audit, Liz De La O, (915) 212-1371

26. Discussion and action to approve the El Paso County 911 District FY 2025 - 2026 Budget to be presented by Scott Calderwood, Director. [25-1150](#)

All Districts

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

El Paso County 911 District, Scott Calderwood, (915) 832-6812

27. Discussion and action on a Resolution to authorize the Mayor to sign a Certificate of Approval of the Highest Elected Official in conjunction with the proposed issuance by the Alamito Public Facilities Corporation, a public facility of the Housing Authority of the City of El Paso, in an aggregate principal amount not to exceed \$12,000,000.00, for the following residential rental project: South Mesa Hills I. [25-1161](#)

District 8

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

28. Discussion and action on a Resolution to authorize and approve a No Objection Resolution of the City Council confirming that the City Council has no objection to the proposed South Mesa Hills I residential rental project development by [25-1162](#)

Alamito Public Facilities Corporation, a public facility of the Housing Authority of the City of El Paso, located at and along the west side of South Mesa Hills Drive, just south of its intersection with Bluff Trail Lane El Paso, El Paso County, Texas 79912, and authorizing, empowering, and directing the City Clerk to certify the Resolution to the Texas Department of Housing and Urban Affairs.

District 8

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

29. Discussion and action on a Resolution authorizing a budget transfer for \$3.6 million of unspent bond proceeds from the 2018 capital project fund 4743 to the debt service fund 1100 related to the Certificates of Obligation Series 2021C.

[25-1167](#)

All Districts

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

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/>



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-1158, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Approval of the Minutes of the Regular City Council Meeting of August 19, 2025, the Regular City Council Meeting of September 3, 2025, and the Work Session of September 2, 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

CITY COUNCIL WORK SESSION MINUTES
September 2, 2025
COUNCIL CHAMBERS, CITY HALL, AND VIRTUALLY
9:00 A.M.

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The City Council met at the above place and date. The meeting was called to order at 9:05 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales.
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AGENDA

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1. Presentation and discussion on the overview of the Department of Environmental Services Median Maintenance Program.

Mr. Nicholas Ybarra, Environmental Services Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

The following City Staff members commented:

- Ms. Dionne Mack, City Manager
- Mr. Richard J. Bristol, Deputy City Manager
- Mr. Steve Alvarado, Code Enforcement Director
- Ms. Laura Cruz Acosta, Strategic Communications Director

NO ACTION was taken on this item.

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EXECUTIVE SESSION

Motion made by Representative Limón, seconded by Representative Boyar Trejo, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION**, at 10:42 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.074 PERSONNEL MATTERS

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

NAYS: None

Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried to **ADJOURN** the Executive Session at 2:27 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

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

NAYS: None

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EX1. Claim of Jessica Gallardo Larock - Claim 599 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried that the City Attorney's Office, in consultation with the City Manager, be authorized to **DENY** the claim of Jessica Gallardo Larock, in HQ Claim Number -599, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

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EX2. Claim of Marina Flores - Claim 745 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, and unanimously carried that the City Attorney's Office, in consultation with the City Manager, be authorized to **DENY** the claim of Marina Flores, in HQ Matter Number CLAIM-745, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

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EX3. Claim of Cheryl Gropp - Claim 754 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and carried that the City Attorney's Office, in consultation with the City Manager, be authorized to **DENY** the claim of Cheryl Gropp, in HQ Matter Number CLAIM-754, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: Representative Acevedo

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EX4. Barbara Thompson et. al. v. City of El Paso et. al; Cause No. 3:24-00276 (551.071)

NO ACTION was taken on this item.

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EX5. TJW Aviation, LLC and Far West Texas & Southern New Mexico Trauma Regional Advisory Council d/b/a BORDERRAC v. City of El Paso, Cause No. 2025DCV3589 (551.071)

NO ACTION was taken on this item.

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EX6. Joseph Pickett v. City of El Paso; Cause No.:2024DCV5250 (551.071)

NO ACTION was taken on this item.

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EX7. Daniel Villegas v. City of El Paso, et al; USDC; Case No. 3:15-CV-386 (551.071).

NO ACTION was taken on this item

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EX8. Application of El Paso Electric Company's Macho Springs Reassignment - PUC#57760; HQ#UTITLITY-63 (551.071)

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

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

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

Representative Limon verbally disclosed a contribution received from El Paso Electric Employees Political Action Committee.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried that the City Attorney in consultation with the City Manager be authorized to **ACCEPT** the settlement proposal in the *Application of El Paso Electric Company's Macho Springs Reassignment*, under the Texas Public Utility Commission, Docket No. 57760, in Matter Number HighQ Utility-63, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

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EX9. Application of El Paso Electric Company to Change Rates - PUC#57568; HQ#UTILITY-60 (551.071)

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

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

Representative Limon verbally disclose a contribution received from El Paso Electric Employees Political Action Committee.

NO ACTION was taken on this item.

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EX10. Application of El Paso Electric Company to Implement an Interim Fuel Refund - PUC#58546; HQ#UTILITY-72 (551.071)

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

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

Representative Niño verbally disclosed a \$1000 contribution received from El Paso Electric Employee Political Action Committee.

Representative Limon verbally disclosed a contribution received from El Paso Electric Employees Political Action Committee.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to hire and retain outside counsel and any other necessary consultants, and to file an intervention in the *Application of El Paso Electric Company to Implement an Interim Fuel Refund*, under the Texas Public Utility Commission, Docket No. 58546, in Matter Number HighQ Utility-72, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

.....
EX11. Application of El Paso Electric Company to Amend its Certificate of Convenience and Necessity (CCN) for a 100 MW Solar and 100 MW Battery Storage Facility; PUC# 57501 - HQ#UTILITY-61 (551.071)

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

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

Representative Niño verbally disclosed a contribution received from El Paso Electric Employee Political Action Committee.

Representative Limon verbally disclosed a contribution received from El Paso Electric Employees Political Action Committee.

NO ACTION was taken on this item.

.....
EX12. Discussion on economic development opportunities in Northwest El Paso, Texas HQ#25-4305 (551.087)

NO ACTION was taken on this item.

.....
EX13. Discussion on economic development opportunities in Northwest El Paso, Texas HQ#25-5335 (551.087)

NO ACTION was taken on this item.

.....
EX14. City Manager evaluation and legal consultation regarding employment agreement, evaluation process and duties of City Manager. (551.071) (551.074)

NO ACTION was taken on this item.

.....
Motion made by Mayor Pro Tempore Chávez, seconded by Representative Niño, and unanimously carried to **ADJOURN** the meeting at 2:33 p.m.

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

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER



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

MINUTES FOR REGULAR COUNCIL MEETING

September 3, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

9:00 AM PLEDGE OF ALLEGIANCE

**Canutillo High School and Northwest Early College High School at the Invitation of
City Representative Alejandra Chávez**

Mason Gossett
Elias Ocon
Mia Valle
Moises Aguirre
Leen Azzam
Bianca Macias

MAYOR'S PROCLAMATIONS

100th Anniversary of Cathedral High School

Josie Karam Day

El Paso International City of Peace Day

Childhood Cancer Awareness Month

El Paso Startup 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 10:19 a.m. Mayor Renard Johnson was present and presiding, and the following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales. Late arrival: Deanna Maldonado-Rocha at 10:37 a.m. Early Departure: Ivan Niño at 3:32 p.m.

INVOCATION BY AUXILIARY BISHOP ANTHONY CERDAN CELINO

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. Ms. Cemelli De Aztlán – Item 36
2. Ms. Brittany Medellín – Item 36
3. Mr. Raymond Surya – Item 36
4. Ms. Nadia Antowan – Item 36
5. Mr. Marco Grajeda – Item 42
6. Mr. Alberto Jaramillo – Item 42
7. Mr. George Zavala – Item 43

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

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Ms. Claudia Contreras Siller
3. Mr. Ron Comeau
4. Ms. Chris Velez
5. Ms. Barbara Valencia
6. Ms. Marisol Sanchez
7. Ms. Darlene Rincon
8. Ms. Sylvia Tombosky
9. Mr. Gus Rhoades
10. Ms. Patricia Osmond

.....
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 Work Session of August 18, 2025, and the Special Meeting of August 18, 2025.
-

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

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

CONSENT AGENDA – RESOLUTIONS:
.....

3. ***RESOLUTION**

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

That the City Manager, or designee, is authorized to sign the First Amendment to the Air Cargo Center Agreement by and between the City of El Paso, Texas, a municipal corporation existing under the laws of the State of Texas (the “Landlord”), and Science

Applications International Corporation, a Delaware Corporation authorized to do business in Texas, as ("Tenant"), at the Air Cargo Center located at 301 George Perry Blvd., Suite C & D, El Paso, Texas 79925, to extend the current option period until December 31, 2025, add an option to extend for five (5) years.

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, is authorized to sign a First Amendment to the Concession and License Agreement by and between the City of El Paso, Texas, a municipal corporation existing under the laws of the State of Texas (the "City"), and SWYFT, Inc. ("Concessionaire"), located at 6701 Convair Road, El Paso, Texas, 79925, to increase the number of Automated Retail Machines, increase the square footage of the Concession site, adjust the rate per square feet, and change the annual rate.

5.

***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 Eighth Amendment to Lease Agreement by and between the City of El Paso ("Lessor") and Azar - Coleman Properties, ("Lessee") to the Lease Agreement dated June 8, 1982, as amended, for the purpose of removing the property upon which the Cattle Baron Restaurant is located, the remaining Leasehold interest is described as:

Portion of Lot 1, Block 19, El Paso International Airport Tracts Unit 10, City of El Paso, El Paso County, Texas. Such leased premises are sometimes referred to as Parcel 1, Tract C (41,152.06 SF), Tract D (39,844.00 SF); and

A portion of Lot 4A25, Block 2, Ascarate Grant, City of El Paso, El Paso County Texas. Such Leased premises are sometimes referred to as Parcel 3, Tract A (288,727.35 SF), Tract B (54,958.78 SF).

6.

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

WHEREAS, on November 4, 2022, the City of El Paso, El Paso Police Department and LexisNexis Coplogic Solutions Inc. entered into Order No. 1, relating to the annual maintenance for the El Paso Police Department's online reporting program; and

WHEREAS, Order No. 1 lapsed on May 9, 2024; and

WHEREAS, there are outstanding invoices that are owed to LexisNexis Coplogic Solutions Inc. in the monthly amount of \$5,625.00 for 12 months, totaling \$67,500.00; and

WHEREAS, the past due amounts and any payments that come due before the renewal will need to be addressed prior to the new contract being awarded, tentatively scheduled for December 2025.

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

1. **THAT** the City Council ratify the outstanding amount of \$67,500.00 associated with the costs relating to the annual maintenance for the El Paso Police Department's online reporting program.
2. **THAT** the City Manager or designee be authorized to sign any related paperwork to pay the outstanding invoices and authorize budget transfers necessary to effectuate the payment of the outstanding invoices.

7.

***RESOLUTION**

WHEREAS, the Interlocal Cooperation Act, Sec 791.001, et seq., Texas Government Code authorizes local governments to contract with one another to carry out their governmental functions; and

WHEREAS, the City and County of El Paso, Texas agree that providing information sharing and services on a regional basis will provide more efficient, effective, and less costly services for both the City and the County, thereby saving the public costs and serves a governmental purpose; and

WHEREAS, public safety in the region is significantly enhanced with the continued operation of OnCall RMS through improved communication and data availability for participating agencies; and

WHEREAS, the El Paso County 911 District is a participating agency in acquiring OnCall RMS and sharing law enforcement information with other agencies; and

WHEREAS, the El Paso County Sheriff's Office is a participating agency in acquiring OnCall RMS and sharing law enforcement information with other agencies; and

WHEREAS, the El Paso City Police Department is a participating agency in acquiring OnCall RMS and sharing law enforcement information with other agencies; and

NOW, THEREFORE, BE IT RESOLVED:

That, the El Paso City Council authorize the Mayor of the City of El Paso to enter into an Interlocal Agreement with the County of El Paso Texas and the El Paso County 911 District to facilitate the shared administration, management, and use of the OnCall Records Management System for law enforcement agencies..

8.

***RESOLUTION**

A RESOLUTION RE-ESTABLISHING THE AMERICORPS SENIORS ADVISORY COUNCIL FOR THE PURPOSE OF ADVISING THE CITY OF EL PASO ON MATTERS REGARDING RETIRED AND SENIOR VOLUNTEER PROGRAM (RSVP), FOSTER GRANDPARENTS PROGRAM (FGP) ALSO KNOWN AS SENIOR CORPS.

WHEREAS, on July 20, 1993, the El Paso City Council ("City Council") enacted Ordinance No. 011469 establishing membership to the Foster Grandparents Program Advisory Council and the Retired and Senior Volunteer Program Advisory Council to advise City Council as project sponsor and Senior Corps staff concerns related to Senior Volunteers Programs and Foster Grandparents Programs.

WHEREAS, on July 20, 1993, City Council enacted Ordinance 011469 amending various ordinances establishing the number of members of boards, commissions and

committees, and establishing procedures for the appointment of new members to those boards, commissions and committees, which applied to the AmeriCorps Seniors Advisory Council; and

WHEREAS, on April 26, 2022, City Council enacted Ordinance 019329 amending Ordinance 008961 and 011469, which amended the AmeriCorps Seniors Advisory Council in matters of quorum, and the appointment process for the Committee; and

WHEREAS, on May 12, 2025 City Council directed boards and commissions be standardized to be enacted by resolution instead of ordinance; and

WHEREAS, the Ordinance No. 011469 and 019329 will be repealed and this Resolution will be adopted in its place.

WHEREAS, on May 12, 2025 City Council directed boards and commissions be standardized to be enacted by resolution instead of ordinance; and

WHEREAS, on August 5, 2025 City Council enacted Ordinance 019766 under statutory authorization in matters of quorum, and the appointment process for the Committee;

WHEREAS, the City of El Paso would continue to benefit from the establishment of AmeriCorps Seniors Advisory Council in order to assist the City of El Paso as project sponsor and Senior Corps staff concerns related to Senior Volunteers Programs and Foster Grandparents Programs.

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

That the AmeriCorps Seniors Advisory Council is hereby re-established with the following duties as described in Exhibit "A" **.

That this resolution will take effect once Ordinance 019766 and the Uniform Bylaws take effect.

That the operation of the AmeriCorps Seniors Advisory Council be dictated by the City Code and the Uniform Bylaws and guidelines adopted by the City Council of the City of El Paso.

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

9.

***RESOLUTION**

A RESOLUTION RE-ESTABLISHING GREATER EL PASO CIVIC, CONVENTION AND TOURISM ADVISORY BOARD FOR THE PURPOSE OF ADVISING THE CITY OF EL PASO ON MATTERS RELATED TO PROMOTION OF TOURISM AND CONVENTION ACTIVITIES IN THE CITY

WHEREAS, on November 6, 1983, the El Paso City Council ("City Council") enacted Ordinance No. 07914 establishing the Greater El Paso Civic, Convention and Tourist Center Board to advise City Council on matters related to promotion of tourism and convention activities in the City; and

WHEREAS, on May 12, 2025 City Council directed boards and commissions be standardized to be enacted by resolution instead of ordinance; and

WHEREAS, Ordinance No. 07914 was amended by Ordinances No. 011469, No. 011517, No. 012174, No. 015108 and No. 017990; and

WHEREAS, Ordinances No. 07914, No. 011469, No. 011517, No. 012174, No. 015108 and No. 017990 were repealed and this Resolution will be adopted in its place.

WHEREAS, the City of El Paso would continue to benefit from the establishment of an advisory board in order to identify and coordinate the needs of the City for the promotion of tourism and convention activities.

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

That the Greater El Paso Civic, Convention and Tourism Advisory Board is hereby established to serve as an advisory board to the City Council concerning the utilization of the El Paso Convention and Performing Arts Center ("CPAC"), advertising for the general promotion of the City, and the operation of the Convention and Visitors Bureau ("CVB") to attract conventions and visitors to the City of El Paso.

That the membership, duties, composition and operation of the Greater El Paso Civic, Convention and Tourism Advisory Board be dictated by the City Code and the Uniform Bylaws and guidelines adopted by the City Council of the City of El Paso.

That the terms of this resolution be effective immediately after the repeal of Ordinances No. 07914, No. 011469, No. 011517, No. 012174, No. 015108 and No. 017990.

10.

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

WHEREAS, on August 14, 2012, the El Paso City Council ("City Council") enacted a Resolution establishing a Bond Overview Advisory Committee ("BOAC") to review the progress of the 2012 Bond Issue Projects and to provide oversight and feedback to City staff with regard to project expenditures and implementation ("Resolution of August 14, 2012"); and

WHEREAS, on December 18, 2012, City Council amended the Resolution of August 14, 2012 to delete a prohibition against BOAC members holding other public offices of honor, trust, or profit ("Resolution of December 18, 2012"); and

WHEREAS, since its enactment, the Resolution of December 18, 2012 has served as the BOAC effective enabling resolution; and

WHEREAS, on May 12, 2025 City Council directed that boards and commissions be standardized; and

WHEREAS, on August 5, 2025, City Council adopted Ordinance No. 019766, thereby establishing uniform bylaws to be adopted and followed by all city boards; and

WHEREAS, City Council finds the Resolution of December 18, 2012 should be amended to adopt the City's uniform bylaws in compliance with Ordinance No. 019766.

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

1. That the following paragraphs of the Resolution of December 18, 2012 are hereby deleted in their entirety:

Paragraph "1" (Committee Established – Membership);
Paragraph "2" (Terms);
Paragraph "3" (Duties);
Paragraph "4" (Holding Office);
Paragraph "5" (Quorum – Final Action);
Paragraph "6" (Meeting Rules and Procedures Generally)

2. That a new Paragraph "1" is added to read as follows:

1. BOAC Subject to City Uniform Bylaws.

BOAC shall be subject to the City's Uniform Bylaws that have been established by the El Paso City Council. The City's Uniform Bylaws shall be effective immediately, except that all current BOAC members will serve out their existing terms. New appointments, however, will be subject to the terms provided in the City's Uniform Bylaws, which may result in terms shorter than two years until a full transition to the term provisions of the City's Uniform Bylaws has occurred.

3. That a new Paragraph "2" is added to read as follows:

2. Duties.

BOAC shall meet twice each year to review information from applicable City Departments regarding voter approved 2012 Bond Issue Projects; 2019 Bond Issue Projects; 2022 Bond Issue Projects; and any future bond projects.

4. That the former Paragraph "7" shall become Paragraph "3".

5. Except as amended herein, the Enabling Resolution remains in full force and effect.

6. The terms of this Resolution become effective when the requirements of Ordinance No. 019766 take effect.

11.

***RESOLUTION**

WHEREAS, pursuant to Section 33.011(a)(1) of the Texas Tax Code ("Tax Code"), the governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district caused or resulted in the taxpayer's failure to pay the tax 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 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(a)(1) of the Tax Code must be made before the 181st day after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, DOUGLAS M. & SILVIA A WATTS ("Taxpayer") requested a waiver of penalties and interest on July 30, 2025, before the 181st day after the delinquency date, in the amount of \$2,761.91 for the 2024 delinquent taxes for the property with the following legal description:

2 STONEHEDGE ESTATES LOT 11

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, DOUGLAS M & SILVIA A WATTS, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest, and the City waives the penalty and interest amount on the 2024 delinquent taxes, pursuant to Section 33.011(a)(1) of the Tax Code, in the amount of \$2,761.91 for the property with the following legal description:

2 STONEHEDGE ESTATES LOT 11

.....
CONSENT AGENDA – SPECIAL APPOINTMENTS:

-
12. *Motion made, seconded, and unanimously carried to **RATIFY** the re-appointment of Gary M. Borsh to the Fire and Police Pension Fund Board of Trustees by City Manager Dionne Mack.
.....

CONSENT AGENDA – BOARD RE-APPOINTMENTS:

-
13. *Motion made, seconded, and unanimously carried to **RE-APPOINTMENT** of Elizabeth Thurmond-Bengtson to the Zoning Board of Adjustment by Mayor Renard U. Johnson.
.....

CONSENT AGENDA – BOARD APPOINTMENTS:

-
14. *Motion made, seconded, and unanimously carried to **APPOINT** Gabriel Gonzalez to the Capital Improvements Advisory Committee by Representative Alejandra Chávez, District 1.
.....

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

-
15. *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 \$1,500 from Donald & Adair Margo, \$1,500 from Ryan & Meghan McCrory, and \$1,000 from Steve Ortega.
.....

The City Council Meeting was **RECESSED** at 11:56 a.m. to convene the Mass Transit Department Board meeting.

The City Council Meeting was **RECONVENED** at 12:02 p.m.

.....
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, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

-
- 16.** An Ordinance granting Special Permit No. PZST24-00018, to allow for infill development with reduction to rear and side street setbacks on the property described as Lots 28, 29, 30, and 31, Block 23, Second Revised Map of Sunset Heights, 506 Randolph Drive, 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.

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: 506 Randolph Drive
Applicant: Hugo Castillo, PZST24-00018

-
- 17.** An Ordinance changing the zoning of a portion of Tract 9, Block 9, Upper Valley Surveys, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: South of Artcraft Rd. and West of Westside Dr.
Applicant: Artwest Ventures LLC PZRZ24-00005

-
- 18.** An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as a portion of Tract 9, Block 9, Upper Valley Surveys, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-4, Suburban (Walkable).
Subject Property: South of Artcraft Rd. and West of Westside Dr.
Applicant: Artwest Ventures LLC PLCP24-00003

-
- 19.** An Ordinance granting Special Permit No. PZST24-00007, to allow for a governmental use, building on the property described as Tract 1B, A.F. Miller Survey 214, 6500 N. Mesa Street, 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 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: 6500 N. Mesa Street
Applicant: City of El Paso, PZST24-00007

-
- 20.** An Ordinance changing the zoning of a portion of Tract 1B (n/k/a Tract 1B1), Nellie D. Mundy Survey No. 243, City of El Paso, El Paso County, Texas from R-3A (Residential) to P-R II (Planned Residential II). 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: Dewberry Dr. (North of Woodrow Bean Transmountain Dr. and East of Resler Dr.)
Applicant: DVEP Land LLC, PZRZ25-00010

- 21.** An Ordinance granting Special Permit No. PZST25-00003, to allow for a professional office, front, rear and side setback reduction, and 70% parking reduction on the property described as Lots 7, 8, and 9, Block 60, Franklin Heights Addition, 1514 Montana Avenue, 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: 1514 Montana Avenue
Applicant: John Falvey, PZST25-00003

- 22.** An Ordinance changing the zoning of the property described as the West 10 feet of Lot 22, all of Lot 23, and the East 5 feet of Lot 24, Block 17, Cotton Addition, 2320 Montana Avenue, City of El Paso, El Paso County, Texas from A-2 (Apartment) 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 boutique 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: 2320 Montana Avenue
Applicant: Ana Lujan, PZRZ25-00002

- 23.** An Ordinance granting Special Permit No. PZST25-00002, to allow for a 100% parking reduction and a rear setback reduction on the property described as the northerly 58.90 feet of Lot 16 and the northerly 58.90 feet of the easterly-half of Lot 15, Block 13, Cotton Addition, 809 N. Eucalyptus Street, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070 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: 809 N. Eucalyptus Street
Applicant: John M. Holland LLC, PZST25-00002

- 24.** An Ordinance changing the zoning of a portion of Lot 54, Cinecue Park Subdivision, 8172 Lowd Avenue, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to R-2 (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: 8172 Lowd Avenue
Applicant: Armando and Leticia Urenda, PZRZ25-00017

- 25.** An Ordinance changing the zoning of Lot 1, Block 1, Shadow Mountain, 201 Shadow Mountain Drive, City of El Paso, El Paso County, Texas from G-MU/c (General Mixed Use/conditions) to C-1/c (Commercial/conditions) and Lot 1, Block 1, Shadow Mountain Unit Two, 135 Shadow Mountain Drive, City of El Paso, El Paso County, Texas from G-MU (General Mixed Use) to C-1 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 201 and 135 Shadow Mountain Drive
Applicant: Saadatkah Abdolkarim, PZRZ25-00016

-
- 26.** An Ordinance changing the zoning of a portion of Lot 3, Block B, Arnold Foothills, 7750 Alabama Street, City of El Paso, El Paso County, Texas from C-1 (Commercial) to A-O (Apartment/Office). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 7750 Alabama Street
Applicant: Karam Development, PZRZ25-00014

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 30, 2025, FOR ITEMS 16 THROUGH 26

- 27.** An Ordinance amending Title 13 (Streets, Sidewalks, and Public Places), Chapter 13.24 (City Parks and Recreation Areas), Section 13.24.090 (Motor Vehicles) and Section 13.24.010 (Creation and Purpose of Parks and Recreation Department; Definitions; and Sale of Goods and Services) to allow motor vehicles to drive and park at Lincoln Park for permitted Cultural Events with a penalty as provided by Section 13.24.220.

Mayor Johnson and Representatives Acevedo and Limón commented.

The following City staff members commented:

- Mr. Jesus Quintanilla, Assistant City Attorney
- Ms. Karla Nieman, City Attorney

Mr. Hector Gonzales, citizen, commented.

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 16, 2025, FOR ITEM 27

The Regular City Council Meeting was **RECESSED** at 12:12 p.m.

The Regular City Council Meeting was **RECONVENED** at 12:25 p.m.

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

28. ORDINANCE 019784

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF BEING A PORTION OF TRACT 8, NELLIE D. MUNDY SURVEY NO. 239, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO G-MU (GENERAL MIXED USE), APPROVING A MASTER ZONING PLAN, AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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, presented a PowerPoint presentation (copy on file in the city Clerk's Office).

Representative Maldonado-Rocha commented.

Motion duly made by Mayor Pro Tempore Chávez, seconded by Representative Canales, 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**.

29. ITEMS 29 AND 30 WERE CONSIDERED TOGETHER

ORDINANCE 019785

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF LOT 6 AND A PORTION OF LOT 5, BLOCK 48, PEBBLE HILLS UNIT 4 REPLAT A, 3101 N. LEE TREVINO DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-1/SC (COMMERCIAL/SPECIAL CONTRACT) TO C-2/SC (COMMERCIAL/SPECIAL CONTRACT). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

30. ORDINANCE 019786

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST24-00015, TO ALLOW FOR A BALLROOM ON THE PROPERTY DESCRIBED AS ALL OF LOT 6 AND A PORTION OF LOT 5, BLOCK 48, PEBBLE HILLS SUBDIVISION UNIT 4 REPLAT A, 3101 N. LEE TREVINO DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE. THE PENALTY BEING 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.

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

Representative Maldonado-Rocha commented.

Motion duly made by Representative Maldonado-Rocha, seconded by Representative Boyar Trejo, and carried that the Ordinances be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinances 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 Ordinances, the same be and the same are hereby **ADOPTED**.

31.

ORDINANCE 019787

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOT 5, BLOCK 48, PEBBLE HILLS UNIT 4 REPLAT A, 3113 NORTH LEE TREVINO DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-1 (COMMERCIAL/SPECIAL CONTRACT) TO C-3/SC (COMMERCIAL/SPECIAL CONTRACT) 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, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

Mr. Philip Etiwe, Planning and Inspections Director, commented.

Motion duly made by Representative Maldonado-Rocha, 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, Maldonado-Rocha, Boyar Trejo, Niño, and Canales

NAYS: Representatives Fierro and Limón

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

32.

ORDINANCE 019788

The City Clerk read an Ordinance entitled: **A AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST24-00005, TO ALLOW FOR A PLANNED RESIDENTIAL DEVELOPMENT ON THE PROPERTY DESCRIBED AS LOT 34, AND 35, BLOCK 6, STILES GARDENS, CITY**

OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.470 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.

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

Representatives Maldonado-Rocha and Canales commented.

Mr. Ray Mancera, representative for the applicant, commented.

Motion duly made by Representative Maldonado-Rocha, seconded by Representative Boyar Trejo, 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**.

.....
33.

ORDINANCE 019789

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY KNOWN AS: PARCEL 1: A PORTION OF TRACT 3A, S.A. & M.G. RAILWAY COMPANY SURVEY NO. 266, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO PR-II (PLANNED RESIDENTIAL II); AND, PARCEL 2: A PORTION OF TRACT 3A, S.A. & M.G. RAILWAY COMPANY SURVEY NO. 266, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (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.

Mr. David Ballard, citizen, commented.

Motion duly made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, 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**.

34. ITEMS 34 AND 35 WERE CONSIDERED TOGETHER

ORDINANCE 019790

The City Clerk read an Ordinance entitled: **AN ORDINANCE REPEALING ORDINANCES 011469 AND 019329 THAT CREATED THE AMERICORPS SENIORS ADVISORY COUNCIL OF THE CITY OF EL PASO.**

35. ORDINANCE 019791

The City Clerk read an Ordinance entitled: **AN ORDINANCE REPEALING ORDINANCE NO. 015105 (AN ORDINANCE CREATING THE GREATER EL PASO CIVIC, CONVENTION AND TOURISM ADVISORY BOARD) AS AMENDED BY ORDINANCE NO. 017990, TO REPEAL REFERENCES AND LANGUAGE REGARDING THE GREATER EL PASO CIVIC, CONVENTION AND TOURISM ADVISORY BOARD.**

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

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinances 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 Ordinances, the same be and the same are hereby **ADOPTED**.

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

- 36. ITEM:** Discussion and action to direct the City Manager to explore and develop a comprehensive set of anti-displacement strategies, tools, and policies grounded in best practices and tailored to El Paso's context, with a particular focus on vulnerable neighborhoods experiencing emergent economic pressures, redevelopment activity, and/or rising housing costs. This framework may include, but is not limited to: tenant protections to the extent allowed by state law; preservation of naturally occurring affordable housing; income-targeted zoning and overlay tools; community ownership models such as community land trusts (CLTs), limited-equity housing cooperatives, tenant opportunity to purchase/right of first refusal programs, and community development corporations (CDCs); and other relevant strategies. Preliminary recommendations and potential implementation pathways shall be presented for Council consideration on a timeline consistent with the implementation of other forthcoming Goal 8 housing strategies.

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

Ms. Dionne Mack, City Manager, commented.

The following members of the public commented:

1. Mr. Richard Dayoub
2. Ms. Jenny Solo – submitted statement to be entered into the record
3. Ms. Anne M. Giangiulio – submitted statement to be entered into the record
4. Mr. Rick Chumsae – submitted statement to be entered into the record
5. Ms. Marshall Carter-Tripp – submitted statement to be entered into the record
6. Ms. Kathleen Staudt – submitted statement to be entered into the record
7. Ms. Carol Bahmueller – submitted statement to be entered into the record
8. Mr. Sito Negron – submitted statement to be entered into the record
9. Ms. Carmen Rodriguez – submitted statement to be entered into the record
10. Ms. Veronica Carbajal – submitted statement to be entered into the record
11. Mr. Saul Gonzalez – submitted statement to be entered into the record
12. Dr. Miguel Juarez – submitted statement to be entered into the record

1ST MOTION

Motion made by Representative Maldonado-Rocha, seconded by Representative Boyar Trejo, and carried to **AMEND** the motion by inserting the following verbiage before the last sentence before which begins with "Preliminary":

Further, **DIRECT** the City Manager to create an Anti-Displacement Taskforce composed of and informed by input from community members, housing finance authorities, Legal Aid, El Paso Apartment Association, Greater El Paso Association of Realtors, El Paso Chamber of Commerce, El Paso Hispanic Chamber of Commerce, real estate developers, Borderplex Alliance, homeless services, childcare, and all other groups and neighborhood associations around El Paso and County of El Paso to ensure coordination and avoid duplicative efforts. Additionally, **DIRECT** the City Manager to host community meetings across each district to ensure public engagement and gather input regarding needs, experiences and priorities related to housing and displacement.

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

NAYS: Representative Chávez

2ND MOTION

Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **DIRECT** the City Manager to explore and develop a comprehensive set of anti-displacement strategies, tools, and policies grounded in best practices and tailored to El Paso's context, with a particular focus on vulnerable neighborhoods experiencing emergent economic pressures, redevelopment activity, and/or rising housing costs. This framework may include, but is not limited to: tenant protections to the extent allowed by state law; preservation of naturally occurring affordable housing; income-targeted zoning and overlay tools; community ownership models such as community land trusts (CLTs), limited-equity housing cooperatives, tenant opportunity to purchase/right of first refusal programs, and community development corporations (CDCs); and other relevant strategies. Further, **DIRECT** the City Manager to create an Anti-Displacement Taskforce composed of and informed by input from community members, housing finance authorities, Legal Aid, El Paso Apartment Association, Greater El Paso Association of Realtors, El Paso Chamber of Commerce, El Paso Hispanic Chamber of Commerce, real estate developers, Borderplex Alliance, homeless services, childcare, and all other groups and neighborhood associations around El Paso and County of El Paso to ensure coordination and avoid duplicative efforts. Additionally, **DIRECT** the City Manager to host community meetings across each district to ensure public

engagement and gather input regarding needs, experiences and priorities related to housing and displacement. Preliminary recommendations and potential implementation pathways shall be presented for Council consideration on a timeline consistent with the implementation of other forthcoming Goal 8 housing strategies.

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

NAYS: None

37.

RESOLUTION

WHEREAS, the National Association of Latino Elected and Appointed Officials (“NALEO”) is a non-partisan organization that holds an annual conference which includes professional development sessions led by leading subject matter experts designed to enhance policymakers’ governance skills and understanding of critical policy issues; and

WHEREAS, the Emergency Policy Institute has brought together elected officials to strengthen their ability to lead during disasters; whether natural or human-made. Participants learn strategies and best practices to guide their communities through such events; and

WHEREAS, the NALEO Educational Fund is hosting a training and community meeting in El Paso, Texas on September 25th and 26th, 2025 (“Training”); and

WHEREAS, this year’s program focuses on critical infrastructure and essential systems to respond effectively during emergencies. Approximately 70 elected officials from across the country will attend; and

WHEREAS, Representative Fierro, City Council Representative for District 6, wishes to allocate \$5,000 from District 6’s discretionary funds to attend and support the Training where the City will be listed on the registration page and have a presence via the on-site signage, with the city logo; and be listed as a supporter on the institute agenda; and

WHEREAS the City Council finds that the expenditure of District 6 discretionary funds serves a municipal purpose of setting the standard for sound governance and fiscal management as well as for a safe and secure city.

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

THAT the City Council declares that the expenditure of District 6 discretionary funds in the amount of \$5,000.00 to fund Representative Fierro’s attendance at the Training serves a municipal purpose of setting the standard for sound governance and fiscal management as well as for a safe and secure city; and

THAT the City Manager, or designee, be authorized to effectuate any budget transfers and execute any related documents necessary to ensure that the funds are properly expended for the municipal purpose.

Representative Fierro commented.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Niño

-
- 38. ITEM:** Discussion and action to direct the City Manager to have staff work in coordination with the El Paso Short-Term Rental Alliance and return to City Council within 60 days with a written report outlining:

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.

Representatives Chávez, Maldonado-Rocha, Fierro, Limón, and Canales commented.

Representative Limón verbally disclosed a campaign contribution received from the Greater El Paso Association of Realtors (GEPAR).

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Ms. Nicole Cote, Deputy City Manager

The following members of the public commented:

1. Mr. Ernesto Garcia
2. Ms. Heidi Soenz

Motion made by Representative Maldonado-Rocha, seconded by Representative Boyar Trejo, and unanimously carried to **DIRECT** the City Manager to have staff work in coordination with the El Paso Short-Term Rental Alliance and return to City Council within 60 days with a written report outlining:

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.

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

NAYS: None

-
- 39. ITEM:** Discussion and action to direct the City Manager to organize and host an open meeting within 60 days with local contractors to receive feedback regarding the City of El Paso's current contracting and procurement processes. The purpose of the meeting is to: Solicit input on how to improve contract language and bid documents, Understand factors that influence contractors' decisions to submit or not submit bids for City projects, Increase competition and participation in future City solicitations. The meeting will serve as a forum for open dialogue between City staff and the contracting community to identify opportunities for improvement and enhance transparency, efficiency, and accessibility in the City's procurement practices.

Representatives Chávez and Maldonado Rocha commented.

Mr. Israel Irroballi, citizen, commented.

1ST MOTION

Motion made by Representative Maldonado-Rocha, seconded by Representative Chávez, and unanimously carried to **AMEND** the motion by adding the following verbiage at the end of the item

“Please coordinate with appropriate internal and external stakeholders including relevant City departments, local industry groups, trade associations and chambers of commerce, to ensure meaningful engagement. Additionally, add follow up meetings as needed to continue to gather feedback”.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Niño

2ND AND FINAL MOTION

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Maldonado-Rocha, and unanimously carried to **DIRECT** the City Manager to organize and host an open meeting within 60 days with local contractors to receive feedback regarding the City of El Paso's current contracting and procurement processes. The purpose of the meeting is to:

Solicit input on how to improve contract language and bid documents,

Understand factors that influence contractors' decisions to submit or not submit bids for City projects,

Increase competition and participation in future City solicitations.

The meeting will serve as a forum for open dialogue between City staff and the contracting community to identify opportunities for improvement and enhance transparency, efficiency, and accessibility in the City's procurement practices.

Please coordinate with appropriate internal and external stakeholders including relevant City departments, local industry groups, trade associations and chambers of commerce, to ensure meaningful engagement. Additionally, add follow up meetings as needed to continue to gather feedback.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Niño

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

40. Motion made by Representative Limón, seconded by Representative Chávez, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing to issue Purchase Order(s) for solicitation 2025-0363 Flight View and Flight Status Software and Maintenance to OAG Aviation Worldwide, LLC the sole and authorized distributor of Flight View Web Components and Flight View XML Flight Status Data for a term of three (3) years

for an estimated amount of \$145,646.62. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow the continuation of services are for arrival and departure schedules and other flight information to be displayed in the terminal and on the airport's website, as well as a flight tracker map.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$7,884.45 for the initial term, which represents a 5.72% increase due to a price increase for software and maintenance.

Department:	Aviation
Award to:	OAG Aviation Worldwide LLC
City & State:	Chicago, IL
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$48,548.87
Term Estimated Award:	\$145,646.62
Option Term Estimated Award:	N/A
Total Estimated Award:	\$145,646.62
Account(s):	562-3000-62030-522150-P6203
Funding Source(s):	Airport Operations Fund
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source - (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;

The Purchasing & Strategic Sourcing and El Paso International Airport Departments recommend award as indicated to OAG Aviation Worldwide LLC under the exemption listed above.

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

Representative Limón commented.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Niño

REGULAR AGENDA – OTHER BUSINESS:

41.

R E S O L U T I O N

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the **CITY OF EL PASO** ("City") and

FERVERET, INC., (“Applicant”), to further the municipal purpose of promoting economic development in the City, in support of the business operations at the Innovation Factory located at **501 George Perry Suite F, El Paso, Texas 79925** and as more particularly described and depicted on *Exhibit A* of the Agreement. The business operations include the development of the Applicant’s immersion cooling solution technology, which aims to address the increasing demand for power-intensive microchips and reduce data center emissions. The Agreement requires the Applicant to create 30 full-time employees, or an equivalent number of hours at or above the median county wage for El Paso County, Texas within the first 3 years of the Agreement. Over the term of the Agreement, the City shall provide economic incentives not to exceed **\$875,634.84** in the form of Rental Assistance, Operating Expenses, Tenant Improvements, and Business Expense assistance.

Ms. Jessica Cordova, Business Services Coordinator, presented a PowerPoint presentation (copy on file in the City Clerk’s Office).

Representative Maldonado-Rocha commented.

Ms. Patricia Osmond, Citizen, commented.

Motion made by Representative Maldonado-Rocha, seconded by Representative Fierro, and carried to **APPROVE** the Resolution.

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

NAYS: None

ABSTAIN: Representative Limón

NOT PRESENT FOR THE VOTE: Representative Niño

42.

RESOLUTION

A RESOLUTION AUTHORIZING THE MAYOR OF EL PASO TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SUNLAND PARK, NEW MEXICO, IN ORDER TO COORDINATE AND SHARE DEVELOPMENT INFORMATION ALONG THE SHARED BOUNDARIES OF THE TWO JURISDICTIONS.

WHEREAS, the City of Sunland Park, New Mexico, and the City of El Paso share common municipal boundaries;

WHEREAS, the purpose of this MOU is to establish a cooperative intergovernmental agreement between the Parties to coordinate on reviewing and assessing the impact of new developments proposed within a defined proximity to the shared state line between Sunland Park, New Mexico and El Paso, Texas. The goal is to mitigate cross-jurisdictional traffic issues, ensure public safety, improve quality of life, and support responsible growth and transportation planning;

WHEREAS, the cities of Sunland Park and El Paso share a common border and utilize interdependent infrastructure that will benefit from close coordination between the Parties to proactively manage these developments and their impacts. It is essential to fully determine each Party’s needs and vision for proper future planning in this region;

WHEREAS, coordinated planning and communication between the two jurisdictions is essential to ensure orderly growth, efficient use of resources, and compatibility of development along their shared boundaries;

WHEREAS, the parties desire to enter into a Memorandum of Understanding to facilitate the sharing of development information, foster collaboration, and promote the mutual interests of both jurisdictions; and

WHEREAS, the governing body of the City of El Paso finds that entering into such a Memorandum of Understanding is in the best interest of the City and its residents.

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

1. That the Mayor is hereby authorized to enter into a Memorandum of Understanding with the City of Sunland Park, New Mexico, for the purpose of coordinating and sharing development information along the shared boundaries of the two jurisdictions.
2. That the City Manager, City Attorney, and other designated staff are authorized to take all necessary actions to carry out the intent of this Resolution.

Mr. Kevin Smith, Planning and Inspections Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez, Limón, and Canales commented.

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Mr. Joaquin Rodriguez, Grant Funded Programs Director

The following members of the public commented:

1. Mr. Richard Dayoub
2. Ms. Susan Martinez

1ST MOTION

*Motion made, seconded, and unanimously carried to **MOVE** the item to the **FOREFRONT** of the Regular agenda.

2ND AND FINAL MOTION

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Maldonado-Rocha, and unanimously carried to **APPROVE** the Resolution.

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

NAYS: None

.....
The City Council Meeting was **RECESSED** at 1:35 p.m. to convene the Downtown Development Corporation Board of Directors meeting.

The City Council Meeting was **RECONVENED** at 2:07 p.m.

.....
43.

R E S O L U T I O N

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

That, as part of the fiscal year 2025 year-end closing process, the City Manager be authorized to use investment earnings and project savings from the following sources:

1. Investment earnings, in the estimated of amount of \$7,000,000 from the American Rescue Plan Act (ARPA) grant;
2. Investment earnings, in estimated of amount of \$2,900,000 from the Internal Capital Project Fund; and
3. ADA established appropriations, in estimated of amount of \$1,900,000 within the Internal Capital Project Fund

be allocated to cover expenditures incurred and related to the following:

1. Economic Development Incentive Agreements in estimated of amount of \$2,300,000;
2. Ballpark Capital Repairs Fund in estimated of amount of \$2,400,000;
3. Animal Services Operations Fund in estimated of amount of \$2,300,000;
4. Facility improvements/repairs in estimated of amount of \$900,000;
5. Information Technology Capital in estimated of amount of \$2,000,000; and
6. Consolidation of prior year ADA projects and transferring of program funding/administration to CID in estimated of amount of \$1,900,000.

That, the City Manager is hereby authorized to effect necessary budget transfers and execute any and all documents required to effectuate the intent of this Resolution.

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

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

Ms. Dionne Mack, City Manager, commented.

Ms. Patricia Osmond, citizen, commented.

1ST MOTION

*Motion made, seconded, and unanimously carried to **MOVE** the item to the **FOREFRONT** of the Regular agenda.

2ND MOTION

Motion made by Representative Boyar Trejo, seconded by Representative Niño, and carried to **AMEND** the Resolution to **DELETE** the transfer of unspent bond proceeds in an estimated amount of \$3,600,000 from CO 2021C and **DELETE** the transfer to the Debt Service Fund in an estimated of amount of \$3,600,000.

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

3RD AND FINAL MOTION

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

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

NAYS: None

.....
Motion made by Representative Limón, seconded by Representative Boyar Trejo, and unanimously carried to **ADJOURN** this meeting at 3:56 p.m.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Niño

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-96, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS



Legislation Text

File #: 25-1157, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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 that the City Manager, or designee, be authorized to sign a two-year On-Call Agreement for professional services to perform environmental services on a task-by-task basis by and between the by City of El Paso and WSP USA, Inc. The On-Call Agreement will be for an amount not to exceed \$500,000.00, and will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of the project and if the increased amounts are within the appropriate budget identified for the project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the On-Call Agreement.

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



DEPARTMENT: Capital Improvement Department
El Paso International Airport
Purchasing & Strategic Sourcing

AGENDA DATE: 9/16/25

PUBLIC HEARING DATE:

Contact Person Name: Yvette M. Hernandez, City Engineer **PHONE NUMBER:** 915 212-1783
2nd Contact Person Name: Tony Nevarez, Aviation Director **PHONE NUMBER:** 915 474-2424

DISTRICT(S) AFFECTED: 3

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

SUBGOAL: 1.4: Grow the core business of air transportation

SUBJECT:

A Resolution that the City Manager, or designee, be authorized to sign a two-year On-Call Agreement for professional services to perform environmental services on a task-by-task basis by and between the by City of El Paso and WSP USA, Inc. The On-Call Agreement will be for an amount not to exceed \$500,000.00, and will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of the project and if the increased amounts are within the appropriate budget identified for the project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the On-Call Agreement.

BACKGROUND / DISCUSSION:

The On-Call Agreement for environmental services will support the Department of Aviation by providing professional environmental and cultural resources services on a task-by-task basis, including planning, permitting, assessments, field investigations, reporting, and preparation of Stormwater Pollution Prevention Plans (SWPPP) and related support. This new two-year agreement with WSP USA, Inc. will provide the City with access to qualified environmental services to maintain compliance.

COMMUNITY AND STAKEHOLDER OUTREACH:

The solicitation was posted on the City’s website on March 12, 2025, a pre-bid meeting was held on May 19, 2025, and a total of six (6) bids were received.

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

Airport Enterprise Funds
Account: 522040-562-3000-62030

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)



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

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2025-0454R EPIA ON-CALL PROFESSIONAL SERVICES - ENVIRONMENTAL

CONSULTANT	ARCADIS	ESSCO	PSI	SMA	TERRACON	WSP
Rater 1	70	72	66.5	68	70.5	71.5
Rater 2	58	60	56	71	59	75
Rater 3	60	62	63	79	72	75
Total Rater Scores	188	194	185.5	218	201.5	221.5
References	9.9	7.0	0	6.7	3.3	10
Overall Score:	197.9	201.01	185.5	224.7	204.8	231.5

Rankings	Consultant
1	WSP
2	SMA
3	TERRACON

Rankings	Consultant
4	ESSCO
5	ARCADIS
6	PSI

RESOLUTION

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

That the City Manager be authorized to sign a two-year On-Call Agreement for professional services to perform environmental services on a task-by-task basis by and between the by City of El Paso and WSP USA, Inc. The On-Call Agreement will be for an amount not to exceed \$500,000.00, and will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of the project and if the increased amounts are within the appropriate budget identified for the project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the On-Call Agreement.

APPROVED this _____ day of _____ 2025.

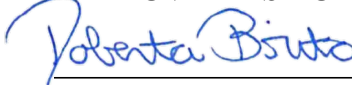
CITY OF EL PASO:

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, City Engineer
Capital Improvement Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
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 WSP USA, Inc., a New York, 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 Environmental services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the 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 Project 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 contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, 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 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.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner’s requirements for each 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 days 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 **\$500,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of 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 any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

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 each 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 and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment “C”**.

3.3 CONSULTANT’S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **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 (90) days 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 Project budget, 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 each phase. 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. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

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 term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

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 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. 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
\$2,000,000.00 General Aggregate
\$2,000,000.00 Products/Completed Operations Aggregate
\$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00
\$1,000,000.00 per occurrence

- 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 ONE MILLION AND 00/100 DOLLARS (\$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 Contract.

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.

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless 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 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. 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.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability,

in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

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, 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 consistent with professional skill and care, 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. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

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 shall have 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 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, in the Owner’s discretion, 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 and places.

7.6 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.

7.7 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.

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

7.9 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.

7.10 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.

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

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
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With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	WSP USA, Inc. Attn: Jamie Barnes 125 Montoya Road El Paso, Texas 79932
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Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 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.

7.13 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.

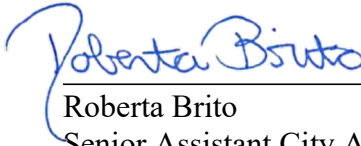
7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity 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 continue on following page)

CONSULTANT:
WSP USA, INC.

By: Jamie Barnes
Title: Vice President

(Acknowledgment)

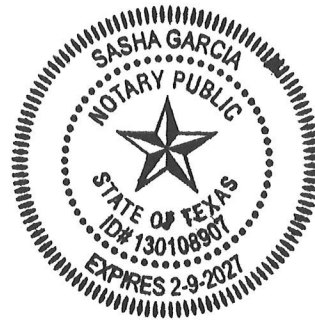
THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 21 day of August, 2025,
by Jamie Barnes, as Vice President of WSP USA, Inc..

Sasha Garcia
Notary Public, State of Texas

My commission expires:

2/9/2027



**ATTACHMENT “A”
SCOPE OF SERVICES**

SECTION II – SCOPE OF SERVICES

The contracts will be used for miscellaneous assignments on an on-call basis. Services to be included:

- Planning
- Permitting
- Environmental Sampling and Testing
- Geologic and Hydrogeologic Field Investigations
- Environmental Assessments
- Regulatory Coordination and Negotiations
- Reporting and Preparation of Plans and Specifications
- Bid Support and Construction Administration
- Historical, Archeological Services
- Analytical and Laboratory Testing
- SWPPP – Management, Maintenance, Training

Products required to include:

- Reports/Studies
- Plans, specifications, estimates
- Permitting Documents

The following provides a general description of services, standards and products required:

REGULATORY COORDINATION AND NEGOTIATION

The consultant may be required to interact, coordinate, and negotiate with regulatory authorities on behalf of the City, including but not limited to the US Army Corps of Engineers, US Environmental Protection Agency, US Fish and Wildlife Service, Texas Historical Commission, Texas Department of State Health Services, and the Texas Commission on Environmental Quality.

PETROLEUM STORAGE TANK (PST) AND LEAKING PETROLEUM STORAGE TANK (LPST) SITES

The consultant may be required to oversee the removal or abandonment of PST facilities on City properties in accordance with Texas Commission on Environmental Quality (TCEQ) regulations. This may involve engaging a Registered Underground Storage Tank (UST) contractor. Additionally, the consultant may need to conduct all phases of assessment or corrective action at LPST sites and maintain registration as an LPST Corrective Action Specialist (CAS). The consultant must also provide a registered LPST Corrective Action Project Manager (CAPM), as outlined in Title 30, Texas Administrative Code, Chapter 334, Subchapter J. LPST assessments may involve drilling and installing groundwater monitoring wells by a licensed environmental driller and collecting soil and groundwater samples for analysis by an accredited laboratory.

ASBESTOS

The consultant must be knowledgeable about federal and state regulations regarding the management of regulated asbestos-containing materials (RACM). Responsibilities may include conducting asbestos surveys, preparing abatement project specifications, and providing air monitoring during abatement activities.

MOLD

The consultant must possess the expertise required to manage mold assessment and remediation in compliance with federal and state regulations. Duties may involve conducting mold surveys, preparing remediation project specifications, and providing air monitoring during mold remediation activities.

HAZARDOUS BUILDING MATERIALS

The consultant must have the expertise to identify, characterize, and properly dispose of potentially hazardous building materials, including, but not limited to, mercury switches and PCB-containing light ballasts/electrical equipment.

LEAD-BASED PAINT

The consultant must be familiar with federal and state regulations governing the management of lead-based paint. Responsibilities may include conducting lead-based paint assessments, developing abatement plans, and managing lead-based paint abatement activities.

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) DOCUMENTATION

The consultant may be required to prepare NEPA documentation for federally funded projects such as roadways, bridges, transit facilities, and airport amenities. This may include preparing environmental assessments, environmental impact statements, or other required NEPA documents. The consultant must have a diverse team capable of identifying and assessing the impacts of capital projects, developing mitigation measures, conducting biological surveys, archaeological surveys, and performing other environmental assessment activities required for NEPA documentation.

ARCHAEOLOGICAL INVESTIGATIONS

The consultant must possess the expertise to conduct archaeological investigations, including records research, field reconnaissance, pedestrian surveys, National Register testing, and other assessments and mitigation. The consultant may also need to provide an Archaeological Monitor to oversee construction activities, ensuring compliance with the National Historic Preservation Act of 1966 and Texas Historical Commission requirements.

HAZARDOUS WASTE MANAGEMENT

The consultant must be knowledgeable about federal (40 CFR, Chapter I, Parts 265 to 299) and state (30 TAC Chapter 335) regulations governing industrial solid waste and municipal hazardous waste management. Services may include:

- Preparing annual waste reports
- Providing hazardous waste management training for City of El Paso staff
- Assisting in the classification and proper disposal of hazardous waste

AIR QUALITY MONITORING, TESTING, AND PERMITTING

The consultant must be familiar with air quality regulations, testing protocols, and permitting processes. Responsibilities may include air monitoring, developing strategies to reduce emissions from City facilities (including municipal solid waste landfills), and preparing permitting documentation and monitoring reports.

STORMWATER MANAGEMENT

The consultant may be tasked with preparing or updating industrial stormwater pollution prevention plans (SWP3) for City facilities in compliance with the Texas Pollutant Discharge Elimination System (TPDES) general permit for industrial discharges. Other responsibilities may include designing and implementing best management practices to improve stormwater quality, conducting stormwater monitoring, and providing training and inspections for City facilities related to the industrial SWP3 or municipal separate storm sewer system permit requirements.

PHASE I AND II ENVIRONMENTAL SITE ASSESSMENTS

The consultant must possess the knowledge and expertise to complete Phase I and Phase II environmental site assessments in accordance with federal and state regulations, as well as ASTM E1527-21 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process) and ASTM E1903-19 (Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process). The consultant should be capable of conducting these assessments as needed.

SPCC (SPILL PREVENTION, CONTROL, AND COUNTERMEASURE PLAN)

The consultant must have the expertise and knowledge to develop and implement SPCC plans in accordance with the requirements of the Clean Water Act and relevant state and federal regulations. The consultant will be responsible for conducting assessments of facilities storing oil or hazardous substances, designing spill prevention measures, and ensuring compliance with spill control and countermeasure strategies. The consultant may also be required to provide training, assist in regulatory submissions, and implement site-specific response protocols.

SWPPP (STORM WATER POLLUTION PREVENTION PLAN)

The consultant must be experienced in preparing and implementing SWPPPs in compliance with the Clean Water Act and the Texas Pollutant Discharge Elimination System (TPDES) general permit for industrial discharges. Responsibilities include conducting site assessments, identifying potential sources of stormwater pollution, designing and recommending best management practices (BMPs), and ensuring compliance with local, state, and federal stormwater regulations. The consultant may also be required to monitor, update, and provide ongoing support for SWPPP implementation and related compliance activities.

GENERAL ENVIRONMENTAL SERVICES

The consultant may be required to provide a variety of environmental services not covered in the above categories. These services may include, but are not limited to:

- Providing environmental training to City of El Paso staff, including 40-hour OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) training and 8-hour HAZWOPER refresher or awareness training.
- Preparing Spill Prevention, Control, and Countermeasure (SPCC) plans for City facilities.
- Preparing the annual Tier II Chemical Inventory report for City facilities.
- Assisting the City of El Paso with Clean Water Act – Section 404 permitting or coordination with the US Army Corps of Engineers for projects involving waters of the U.S.
- Assisting the City with GIS mapping and updating GIS databases related to environmental features or programs.
- Supporting the City in implementing and maintaining an Environmental Management System (EMS) for environmental compliance management.
- Providing strategic planning and feasibility study services.
- Offering asbestos and mold training for operation and maintenance staff.

ANALYTICAL LABORATORY SERVICES

The El Paso International Airport (EPIA) anticipates the need for analytical laboratory services to support the environmental services outlined above. These laboratory services must be provided by accredited laboratories under the National Environmental Laboratory Accreditation Program (NELAP), National Voluntary Laboratory Accreditation Program (NVLAP), or the American Industrial Hygiene Association.

KEY OBJECTIVES:

The selected firms are expected to accomplish the following:

- Coordinate with the El Paso International Airport (EPIA) to identify, develop, and implement strategies for addressing environmental challenges and issues.
- Implement creative and innovative approaches to the requested services.
- **Stormwater Pollution Prevention Plan (SWPPP) Support:** Assist the Airport in the ongoing management and maintenance of its SWPPP across designated areas of the 7,000-acre property. This includes reviewing and updating the SWPPP as needed, conducting site inspections, preparing required documentation, and supporting compliance with TPDES/MS4 permit requirements.
- **Tenant Training and Support:** Assist in the development and delivery of SWPPP-related training materials for Airport tenants. The consultant will help ensure tenants understand and implement their responsibilities for managing stormwater on their individual leaseholds, in coordination with Airport staff.
- **General Environmental Compliance Support:** Provide technical guidance and support on environmental issues that may arise during airport operations or in connection with new development. This may include coordination with regulatory agencies, responding to notices of violation, or advising on best practices.
- Ensure that the services provided align with the relevant department's mission, accreditation standards, and compliance with applicable regulations and best practices.
- Develop and manage a schedule to ensure timely project completion.
- Develop and monitor the budget, controlling costs to ensure that services are provided within the allocated budget.

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

PROPOSED UNIT FEE SCHEDULE

2025 Solicitation #2025-0454R EPIA On-Call Professional Services - Environmental
Charges will be made at the following unit rates for all project related time,
including travel to and from the project site.



Unit Fee Schedule Labor Category	Proposed Rate
Senior Principal	\$ 275.00
Principal	\$ 250.00
Senior Professional/Senior Project Manager	\$ 200.00
Project Manager	\$ 190.00
Jr. Project Manager/Senior Staff	\$ 165.00
Project Engineer/Geologist/Specialist	\$ 150.00
Level 1 Staff Engineer/Geologist/Specialist	\$ 135.00
Level 2 Staff Engineer/Geologist/Specialist	\$ 120.00
Level 3 Staff Engineer/Geologist/Specialist	\$ 110.00
Level 4 Environmental Specialist/Field Tech	\$ 100.00
Level 5 Environmental Specialist/Field Tech	\$ 90.00
GIS/CAD Technician Level 1	\$ 100.00
GIS/CAD Technician Level 2	\$ 85.00
Senior Technician	\$ 90.00
Technician	\$ 85.00
Laborer	\$ 75.00
Admin/Clerical 1	\$ 85.00
Admin/Clerical 2	\$ 75.00

Contracted Consultants Cost plus 10%

Personnel Markup for Health and Safety Level A, B, or C - Additional fees applicable

Itemized labor charges and equipment will be provided should higher level of PPE be required

Legal tasks requiring deposition or court appearances will be increased 50%

All overtime hours worked (in excess of eight hours per day or 40 hrs per week
are subject to 25% markup of listed hourly rates if OT work is specifically requested
by Client or are reasonably necessary to meet job schedules.

All costs not specified are subject to standard City-negotiated markup of 10%

COEP Guidelines:

PPE Requirements: any advanced PPE must be communicated and approved by the COEP assistant director prior to deployment.

Legal tasks - any legal tasks that might trigger litigation shall be reported immediately and reviewed by the COEP legal
department. No such activities should be undertaken without Assistant Director level sign off.

Overtime - all overtime must be pre-approved at the COEP Assistant Director level. AD will review to determine the root cause and
decide if OT is warranted and approved.



City of El Paso
Capital Improvement Department
#2025-0454R EPIA on-Call Professional Services - Environmental
On-Call Professional Services - Environmental
Vehicles & Miscellaneous Charges

Printing - Other	Cost + 10%	Field Chloride Test	\$ 25.00/Each
Air Fare, Taxi, Car Rental, etc.	Cost + 10%	Indicator Tubes	\$ 15.00/Each
Rented Pickups and Cars	Cost + 10%	55-Gallon Drums	\$ 95.00/Each
Rented Heavy Equipment	Cost + 10%	Steam Cleaner	\$ 160.00/Day
Chartered Aircraft	Cost + 10%	Soil Gas Kit	\$ 175.00/Each
Miscellaneous Subcontracts	Cost + 10%	Hydrocarbon Field Test	\$ 75.00/Each
Sedans and Pickups -2WD	\$ 0.75/Mile	Decontamination Equipment	
	\$75/day	(Sprayers, Buckets, Soap)	\$ 50.00/Day
Sedans and Pickups - 4WD	\$ 0.85/Mile	Air Quality Sampling Equipment	\$ 150.00/Day
	\$85/day	Fit Test	\$ 150.00/Man
Generator	\$ 125.00/Day	Personal Air Sampling Pump	\$ 50.00/Day
Water Quality Equipment	\$ 75.00/Day	pH/Conductivity Meter	\$ 45.00/Day
Water Probe	\$ 25.00/Day	Hand Auger	\$ 50.00/Day
Interface Probe	\$ 75.00/Day	Field Computer	\$ 75.00/Day
PID Meter	\$ 100.00/Day	Disposable Bailer	\$ 20.00/Each
Oxygen/Combustible Gas Meter	\$ 75.00/Day	All other equipment/supplies	\$ Cost +10% or
Methane Gas Detector	\$ 75.00/Day		negotiated per
Respirators with Cartridges	\$ 50.00/Day		work order
Tyveks	\$ 35.00/Each	Subcontractors	\$ Cost +10%
Saranex Tyveks	\$ 55.00/Each	Travel Subsistence for Personnel	\$ Cost +10%
Gloves	\$ 7.00/Each		

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the “**Project**”, and the Consultant shall 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 and Construction Management 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 the design phases of 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 a 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 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.

ATTACHMENT “C”
CONSULTANT’S BASIC AND 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

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

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.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

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 Consultant 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.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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 AND DELIVERABLE SCHEDULES**

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.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

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 bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting 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/Consultant 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. 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 Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

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 City. 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

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within 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 **10 copies** of any required documents and opinion of probable construction costs shall be submitted within 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 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 **10 copies** the required documents and services shall be submitted within 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 **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **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 **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

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

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

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 sixty days from the date of substantial completion.

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2025

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 Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com	FAX (A/C, No):
INSURED WSP USA Inc. One Penn Plaza New York, NY 10119	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Insurance Corporation INSURER B: Zurich American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 42404 16535

COVERAGES

CERTIFICATE NUMBER: 528189609

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLO9835819-12	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 14,000,000 PRODUCTS - COMP/OP AGG \$ 7,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AS7-621-094060-035	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-62D-094060-015 WA7-62D-095609-075 WC7-621-094060-915	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.

Project Description: 2025-0454R EPIA On-Call Professional Services – Environmental

The Owner (City of El Paso) is included as Additional Insured with respect to the General Liability and Automobile Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso Capital Improvements Department City 2 218 N. Campbell, 2nd Floor El Paso TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2025

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 Arthur J. Gallagher Risk Management Services, LLC 300 Madison Ave 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 E-MAIL ADDRESS: ggb.wspus.certrequests@ajg.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: QBE Specialty Insurance Company		11515
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1887417058

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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2024	11/1/2025	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)

THIRTY (30) DAYS NOTICE OF CANCELLATION.

Project Description: 2025-0454R EPIA On-Call Professional Services – Environmental

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso Capital Improvements Department
City 2
218 N. Campbell, 2nd Floor
El Paso TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT “F”

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. **BREACH OF CONTRACT TERMS** (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. **BUY AMERICAN PREFERENCES** (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 than 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 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 than 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. **CLEAN AIR AND WATER POLLUTION CONTROL** (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. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (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. FEDERAL FAIR LABOR STANDARDS ACT (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. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (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. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (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. RIGHTS TO INVENTIONS (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. TERMINATION OF CONTRACT (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. TRADE RESTRICTION CLAUSE (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. TEXTING WHEN DRIVING (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	Jamie Barnes
Business Name	WSP USA Inc.
Agenda Item Type	Solicitation #2025-0454R
Relevant Department	Capital Improvement Department

☒ 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.

☐ 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		

Signature:  Date: 7/14/2025



Legislation Text

File #: 25-1148, 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

Information Technology, Carolyn Patrick, (915) 212-1408

AGENDA LANGUAGE:

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

That the El Paso City Council authorizes the Mayor of the City of El Paso to enter into an Interlocal Agreement with the County of El Paso, Texas, to facilitate the shared administration, management, and use of the P25 radio system.

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



DEPARTMENT: Information Technology

AGENDA DATE: 09/16/2025

PUBLIC HEARING DATE: 09/16/2025

CONTACT PERSON NAME: Carolyn Patrick, Chief Information Officer **PHONE NUMBER:** 1-915-212-1408

2nd CONTACT PERSON NAME: **PHONE NUMBER:**

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 5: Promote Transparent & Consistent Communication Amongst all Members of the Community

SUBGOAL:

5.2 Leverage and expand the use of current and new technology to reduce inefficiencies and improve communications

SUBJECT:

That the Mayor be authorized to sign an Interlocal Agreement for the City/County Project for Enhanced Law Enforcement Communication Interconnectivity regarding the P25 public safety radio system and the amended cost allocation for maintenance between the City of El Paso, ("City") and El Paso County ("County"), Texas as follows:

The parties agree that the cost allocation percentage will be based on radio subscriber units and maintenance costs.

BACKGROUND / DISCUSSION:

The City and County have an ongoing project and project/interlocal for Enhanced Law Enforcement Communication Interconnectivity. The interlocal agreement for the provides for the joint use of the P25 public safety radio system. The P25 radio system is a modern, secure communication network used by public safety agencies like police, fire, and EMS. The agreement covers the allocation of costs between the City of El Paso and the County of El Paso, Texas, for future maintenance costs.

The shared use of the radio and dispatch communications system is in the best interest of regional public safety. Sharing of the system unifies and strengthens public safety response through a more efficient, cost-effective communications infrastructure, allowing the City and County to talk to each other clearly and reliably during emergencies.

COMMUNITY AND STAKEHOLDER OUTREACH:

Ongoing coordination between the City of El Paso Chief Information Officer and the El Paso County Director of Information Technology has ensured alignment on the terms and implementation of the new Interlocal Agreement. These regular meetings support transparency, mutual understanding, and a collaborative approach to managing the shared P25 public safety radio system.

PRIOR COUNCIL ACTION:

September 10, 2013 - The Interlocal Agreement for the City/County Project was approved by city council.
August 26, 2013 - First Amendment to the agreement approved by council and signed.
September 01,2020 - Second Amendment presented and approved by the City Council.
December 17,2024 - Third Amendment presented and approved by the City Council.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Carolyn Patrick Digitally signed by Carolyn Patrick
Date: 2025.08.29 10:03:59 -06'00'

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

RESOLUTION

WHEREAS, the Interlocal Cooperation Act, Sec 791.001, et seq., Texas Government Code authorizes local governments to contract with one another to carry out their governmental functions; and

WHEREAS, the City and County of El Paso, Texas agree that providing information sharing and services on a regional basis will provide more efficient, effective, and less costly services for both the City and the County, thereby saving the public costs and serves a governmental purpose; and

WHEREAS, public safety in the region is significantly enhanced with the continued operation of P25 radio system through improved communication and data availability for participating agencies; and

WHEREAS, the County of El Paso, Texas is a participating agency in acquiring and maintaining the P25 radio system.

NOW, THEREFORE, BE IT RESOLVED:

That, the El Paso City Council authorize the Mayor of the City of El Paso to enter into an Interlocal Agreement with the County of El Paso, Texas to facilitate the shared administration, management, and use of the P25 radio system.

ADOPTED this _____ day of _____, 2025.

CITY OF EL PASO

ATTEST:

Renard U. Johnson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Robert Aguinaga Jr

Roberto Aguinaga
Assistant City Attorney

Carolyn Patrick

Carolyn Patrick
Director of Information Technology

This Agreement is entered into on the ____ day of _____ 2025, by and between the **City of El Paso, Texas** (hereinafter called the "City"), and the **County of El Paso, Texas** (hereinafter called the "County") by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

Whereas, the County and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

Whereas, the County and the City specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party; and

Whereas, in 2013 the City and County entered into an interlocal agreement to utilize an interoperable radio system and to share resources towards its operation; and

Whereas, the City and County have utilized the same Motorola P25 system for twelve years; and

Whereas, the parties find the continued use of the P25 system is in the best interest of public safety as well as fiscal responsibility; and

Whereas, the parties find that the resources contributed by each party towards this shared interoperable radio system is adequate consideration to support this Interlocal Agreement; and

NOW THEREFORE, in consideration of the mutual contributions described herein and the mutual covenants and undertakings of the parties, the receipt and sufficiency is hereby acknowledged, the City and the County agree as follows:

I. OBLIGATIONS OF BOTH THE CITY AND THE COUNTY

A. **Sharing of Knowledge & Cooperative Training.** For the common goal of creating a combined, robust, Countywide public safety radio system, each entity may provide know how and training to the other, have regular combined meetings, provide assistance and direction to personnel from the other entity.

B. **Shared Equipment and Software.** The City and the County will each contribute software and equipment, as appropriate, in order to avoid unnecessary duplicated purchases

in a common effort to provide a cost-effective investment of public resources.

B. 1. The City and the County will pay their proportionate share of any costs associated with the software and equipment installed, shall be based upon the detailed breakdown of costs and allocation of costs between City and County attached hereto as Exhibit "A". The parties agree that the split in costs for maintenance paid by the City to Motorola (or its successor) on the equipment detailed in Exhibit "A" shall be based upon the County paying of the on-going maintenance, repair and upgrade costs. The parties agree that the percentage will be verified by the parties on March 1, 2026 (or such other date as the IT Directors for such parties may agree in writing) and thereafter, the percentage shall be reviewed annually for recalculation.

B.2. The City shall make its payments to Motorola annually, based upon its existing contract and any future amendments or contracts joined in or agreed to by the County, and then bill the County for its proportionate share, as set forth in B.1.

B.3 In order to receive reimbursement from the County, the City shall submit itemized invoices describing in detail the services performed and evidence that said invoices have been paid by the City. All invoices shall bear the letterhead of the person or company providing such services and the cost of each service. The County's Director of Information of Technology, or his designee, will verify that the invoices and supporting documentation are authorized expenditures for reimbursement, and present undisputed invoices with a recommendation to the El Paso County Auditor for payment. Following the County's receipt of a properly submitted invoice, County shall pay undisputed amounts owed within ninety (90) days. Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. In the event there is an invoice is disputed by County, the County's Director of Information Technology will immediately contact the City's Director of Information Technology to resolve the dispute or to correct the error.

C. Maintenance and Replacement of Equipment and Software. The City and County will pay for their proportionate share of any costs associated with the maintenance of the shared equipment, based upon the percentages set forth in B.1 as allocated in Exhibit "A". The City and County shall be responsible for maintaining their respective equipment and software and to replace any shared equipment that is no longer operable or that has reached the end of its useful life for the shared use. As technology changes, the City and County will continue to confer regarding the optimum equipment and software purchases required in order to maintain the most effective public safety communication system. Any costs associated to update shared software and equipment will be paid by each entity at a proportionate rate based upon the number of subscriber units of all subscriber units at the time such costs are incurred.

D. Shared Space. Both the City and the County will, to the extent feasible, share space

for P25 Project equipment in and adjacent to their respective towers, and on top of the County Courthouse, in both City and County Datacenters, and in or on other public buildings owned by the City or County as approved by the parties, during the term of this Agreement. In the event that either the City or the County enters into a lease, management or other agreement with a third party to control that entity's towers or other antenna or other facility for the shared P-25 system, the contracting entity shall ensure that the third party will abide by the rights of the other entity as set forth in this and other City/County Interlocal Agreements and the security requirements set forth in Section E.3 below. For facilities leased for the P-25 radio system from third parties by either entity, the parties acknowledge that the use by the non-leasing entity shall be subject to the approval of the landlord. Each entity will pay its prorated share of any incurred third party costs associated with the shared use of any space or facility. While sharing of P25 radio system space is encouraged where possible, the following limitations apply:

D.1. The City shall be entitled to place public radio related equipment in spaces that belong to the County as space limits permit. The County's right to use the space for its needs shall prevail if there is inadequate space to meet the needs of both the City and County together. The County assumes no responsibility to provide "adequate space" for the City.

D.2. The County shall be entitled to place public radio related equipment in spaces that belong to the City as space limits permit. The City's right to use the space for its needs shall prevail if there is inadequate space to meet the needs of both the City and County together. The City assumes no responsibility to provide "adequate space" for the County.

D.3 Service personnel and technicians that will install or maintain or otherwise work with the P-25 System and any third party controlling any entity's towers, antenna or facility for the shared P-25 System shall be subject to background checks prior to working in or on the P-25 System. The City shall be responsible for background checks for City and shared portions of the P-25 system. The County shall be responsible for County portions of the P-25 system. The City and the County will process such background checks using the means provided under the current Criminal Justice Information Standards for personnel security as defined by the Texas Department of Public Safety and the City shall authorize any service personnel or technician or third party allowed to work on the P-25 System. The results of said background checks may be reviewed by the other party, upon request. It is agreed that it will be unnecessary for both the City and the County to conduct background checks, and that the work of one may be shared with the other in satisfaction of this Agreement and in satisfaction of Criminal Justice Information Standards.

E. Responsibility for Tower and Antenna Maintenance. The entity owning any tower or antenna where City and County equipment is co-located shall be responsible for inspection and maintenance of the structural integrity of the tower or antenna and to make

repairs so that the structure remains in statutory compliance and sound repair. Notwithstanding the foregoing, the non-owning party may conduct inspections and/or structural analysis of the tower and/or antenna with reasonable prior notice to the owner and shall, in such case, provide the owner with a copy of the results of the inspection and structural analysis. In the event any inspection or structural analysis indicates a need for maintenance or upgrades to the tower or antenna, the owner shall have thirty (30) days to notify other party of its election to either: 1) perform the indicated maintenance or upgrade; 2) decline to perform the indicated maintenance or upgrade but allow the non-owning party to perform the maintenance or upgrade at that party's expense; or 3) decline the indicated upgrade or maintenance and give notice of intent to terminate the agreement as it applies to the affected tower and/or antenna.

II. OBLIGATIONS OF THE COUNTY

- A. Utilize Motorola as the vendor to provide the fixed network equipment, installation and related engineering services for the fixed network equipment the County will purchase for the P25 digital VHF public safety radio system, including:
- a. utilizing Motorola equipment for the console upgrades at the E911 and the Sheriff's Regional Dispatch Center;
 - b. utilizing Motorola radios for both mobile and handheld units.
 - c. Managing the units in their possession.

III. OTHER COVENANTS AND AGREEMENTS

- A. Contributions. The value of the contributions made by each party to this Agreement are difficult to quantify, but the parties agree that the value of each entity's contribution is equivalent to its percentage use of the system as determined by March 1st.
- B. Transfer of Ownership Interest. This Interlocal Agreement represents an agreement for the City and County to share resources. Neither party shall acquire an interest in the real or personal property of the other.
- C. Retention of Ownership. Upon termination of this Agreement, in accordance with section V, each party will retain ownership of its respective properties, equipment and related supplies, whether or not the property was previously shared.
- D. Removal of Equipment and Restoration. Upon termination of this Agreement, the City and the County will each remove all equipment it has installed in the others facility, unless otherwise agreed, including but limited to incoming cables and other infrastructure used to support and operate its radio related equipment. The owner of the space shall determine the cost of repair within thirty (30) days and invoice the other for the cost of restoring the site to its original condition, normal wear and tear excepted. The City shall pay the County within thirty (30) days of receipt of the invoice, and vice versa.

E. Responsibility for Third Party Contracts. If either party enters into a license, lease, lease/purchase agreement for services, equipment or software, the signing party shall remain responsible for all payments and interaction with the vendor. No contribution will be required from the non-signing entity unless otherwise agreed.

F. Insurance. Each entity may insure its own property, and neither party shall be liable for loss or damage to the real or personal property of the other.

F. No Conveyance of Real or Personal Property Interests. Both parties agree this Interlocal Agreement is not intended to form an interest in real property and neither the City nor the County will acquire rights of tenancy in the other's facility for the initial term of this Agreement or during any renewal, extensions or modifications of the term of the Agreement. It shall not be necessary for either the City or the County to follow the law of landlord tenant, and the neither shall be required to resort to eminent domain proceedings to divest the other of any interest in real property. The only notice to which either entity is entitled to vacate the facility is the six-month notice required in Section V.

G. Stand Alone Agreement. The terms of this Agreement will be considered separate from any other County / City transaction or agreement. The mutual consideration of the Parties described herein shall be calculated without reference to any other contract. Setoffs against other contractual obligations is neither contemplated by the parties nor permitted.

IV. INITIAL TERM AND RENEWAL

A. Term. This Agreement shall be effective on September 1st, 2025 and shall terminate on August 31st, 2026.

V. TERMINATION

A. Notices. Either party may terminate this Agreement upon sixty (60) days written notice of its intention to terminate the sharing arrangement described herein to the other entity by certified mail, return receipt requested at the following addresses:

To the City of El Paso

City of El Paso
Office of the City Manager
P.O. Box 1890
El Paso, TX 79950-1890

With copy to:

City of El Paso
Director, Information Technology
P.O. Box 1890
El Paso, Texas 79950-1890

To the County of El Paso:

County of El Paso
Office of the County Judge
500 E. San Antonio, Room 301
El Paso, Texas 79901

With a copy to:

El Paso County Sheriffs Office
Office of the County Sheriff
3850 Justice Dr.
El Paso, TX 79938

Changes may be made to the above addresses and addressees through timely written notice provided to the other party.

VII. OPERATIONS

A. After Hour Access by City Personnel. The City and the County shall each designate personnel who are entitled and qualified to receive security badges, access codes and/or security clearances so that they may be assigned to work in shared spaces contemplated in this Agreement. Authorized Information Technology ("IT") employees of the City and the County shall be permitted access 24 hours a day, 365 days a year, as necessary to perform work, provided that such employees shall be subject to the facility established access policies and procedures. Security clearances for authorized personnel will be updated periodically as part of regular security measures.

VIII. GOVERNMENTAL FUNCTION AND IMMUNITY

A. Governmental Function. The City and the County expressly agree that, in all things relating to this Interlocal Agreement, the parties enter into this Interlocal Agreement for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of each party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.

B. Sovereign Immunity. The City and the County reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. The parties expressly agree that neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

IX. RISK ALLOCATION - LIMITATION OF LIABILITY

A. Liability. This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.

B. Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind - including lost profits, loss of business, and further including, mental anguish, emotional distress and attorneys fees- as a result of breach of any term of this Agreement, regardless of whether the party was advised, had other reason to know, or in fact knew of the possibility thereof, except as expressly provided herein. Neither party hereto shall be liable to the other party or any third party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other party regardless of whether the party receiving said information from the other party was advised, had other reason to know, or in fact knew thereof.

C. Intentional Risk Allocation. The City and the County each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.

D. No Indemnification. The City and the County expressly agree that, except as provided herein, neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

E. Fines and Penalties. Each party shall be solely responsible for fiscal penalties, fines or any other sanctions occasioned as a result of a finding that violations of any applicable local, state or federal regulations, codes or laws occurred as a result of that parties actions, except as may be specifically provided by law.

X. GENERAL PROVISIONS

A. Compliance with Laws. In the performance of their obligations under this Agreement, the parties shall comply with all applicable federal, state or local laws, ordinances and regulations.

B. Governing Law. For purposes of determining the law governing the same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be

governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

C. Privileges and Immunities. All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City and the County when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.

D. Current Revenues. Pursuant to Section 791.011(d) (3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

E. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

F. Amendment; Assignability. This Agreement and the obligations hereunder shall not be amended, assigned, transferred or encumbered, in any manner without the written consent of the other party.

G. Severability. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected; and in lieu of each provision which to be illegal, invalid or unenforceable, there will be added as part of this Agreement, a provision which preserves the intention of the unenforceable provision, but which complies with the law.

H. Section Headings. The paragraph or section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.

I. Representation of Counsel; Mutual Negotiation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties

named hereinabove as of the date, month and year first written above.

EL PASO COUNTY

CITY OF EL PASO

Ricardo A. Samaniego

County Judge, El Paso County

Date: _____

Renard U. Johnson

Mayor, City of El Paso

Date: _____

ATTEST:

Delia Briones

County Clerk

Laura D. Prine

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Robert Aguinaga Jr.

Robert Aguinaga

Assistant City Attorney

Carolyn Patrick

Carolyn Patrick,

Director Information Technology Department

Exhibit A

Percentage based on the Sheriff's Office Radio Subscriber Units.

Radio ID Distribution

	ID START	ID END
El Paso Sheriff's Office:	9000000	9009999



Legislation Text

File #: 25-1166, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Human Resources, Mary Wiggins, (915) 212-1267

AGENDA LANGUAGE:

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

Resolution that the 2025 Guidelines for the City Employees Charitable Campaign be adopted, designating the United Way of El Paso County as the Local Campaign Manager, and designating the City's Chief Human Resources Officer or designee to act as the liaison to work with the Local Campaign Manager in the administration of the campaign.

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



DEPARTMENT: Human Resources Department

AGENDA DATE: 9/16/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Mary Wiggins, Chief Human Resources Officer **PHONE NUMBER:** 1-915-212-1267

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

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

SUBGOAL:

SUBJECT:

Resolution that the 2025 Guidelines for the City Employees Charitable Campaign be adopted, designating the United Way of El Paso County as the Local Campaign Manager, and designating the City's Chief Human Resources Officer or designee to act as the liaison to work with the Local Campaign Manager in the administration of the campaign.

BACKGROUND / DISCUSSION:

The City implemented the City Employees Combined Charities Campaign approximately 22 years ago and has worked with the United Way of El Paso to assist with the conduct of the campaign

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

September 24, 2024

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: Mary Wiggins
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

A Resolution authorizing the City's Chief Human Resources Officer or designee to sign the adoption of the 2025 Guidelines for the City Employees Charitable Campaign designating the United Way of El Paso County as the Local Campaign Manager, and designating the City's Chief Human Resources Officer or designee to act as the liaison to work with the Local Campaign Manager in the administration of the campaign.

ADOPTED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO CONTENT:

Mary Wiggins
Mary L. Wiggins
Chief Human Resources Officer

APPROVED AS TO FORM:

Karla Saenz
Karla Saenz
Assistant City Attorney

CITY OF EL PASO
City Employee Charitable Campaign
GUIDELINES

I. Parties

United Way of El Paso County – Local Campaign Manager

City of El Paso – Campaign Administrator

II. Purpose:

It is the purpose of these guidelines are intended to establish the City Employee Charitable Campaign (“Campaign”) for the solicitation of charitable contributions from City employees. To ensure that the Campaign benefits the El Paso community to the fullest extent, thus, applying nonprofit charitable organizations must provide direct services to residents of El Paso. The Campaign prioritizes local reinvestment in programs and services that enhance the well-being of people living in El Paso County.

III. Objectives:

To implement a procedure for the solicitation of charitable donations from City Employees;

To establish eligibility criteria for charitable organizations who will be the recipients of these donations;

To allow all eligible charitable organizations an equal opportunity to solicit charitable donations from City Employees;

To give each City employee the option to participate; and if so, to designate which eligible charitable organization will receive his or her donation; and

To conduct an annual charitable campaign that will be efficient, convenient, equitable, and beneficial to the community with minimal disruption of and to the workplace.

IV. Charity Eligibility Criteria:

- A. To be eligible to participate in the City Employee Charitable Campaign, a charitable organization must be a federation, member of a federation, or a local unaffiliated organization.

Federation: A federation is a charitable organization that serves as a fundraising entity and acts as an agent for at least five charitable organizations; is not organized exclusively to solicit contributions from city employees; and is supported by voluntary contributions from city employees; and is supported by voluntary contributions from the public; and is incorporated in this state and has an established physical presence in this state in the form of an office or service that is staffed in the office at least 20 hours a week.

Member of a Federation: A member of a Federation is an organization that shares a similar mission, vision, or values as their federation. A member organization receives partial funding from their federation.

Local Unaffiliated Organization: A local unaffiliated organization is a charitable organization that does not categorize itself as a federation or a member of a federation.

- B. All applicants must have 501 (c) (3) status with the Internal Revenue Service for at least two years prior to the application closing date.
- C. The services provided must consist of human care or support; research, education, or environmental protection in the fields of human health, social adjustment or rehabilitation; relief for victims of natural disaster and other emergencies; or assistance to those who are impoverished and in need of food, shelter, clothing and other basic human welfare services. Services may also include research, education, shelter, protection or welfare of animals. Each agency must provide at least 25% of its services in the City of El Paso.
- D. The charitable organization must meet accountability requirements as follows:
 - 1. It must be governed by a volunteer Board of Directors who serve without compensation; and
 - 2. It must provide an annual financial audit by an independent Certified Public Accountant if the funds that were raised in the preceding year equal or exceed \$100,000. Organizations that raise funds between \$50,000 and \$100,000 must submit a CPA review/letter. Organizations raising under \$50,000 will be required to submit a Form 990.
- E. The charitable organization must not contribute funds collected from City employees toward any lobby or political advocacy group, or it must provide separate certification that the organization's expenses connected with lobbying and all attempts to influence voting or legislation would classify it as a tax-exempt agency under 26 U.S.C. 501 (h).
- F. The charitable organization must not contribute funds toward any religious activities.

- G. The charitable organization must have a written policy of non-discrimination and must comply with all laws and regulations regarding non-discrimination and equal opportunity with respect to clients, officers, employees and volunteers.
- H. The charitable organization must meet application deadlines.
- I. The charitable organization must agree to comply with all provisions in these guidelines.
- J. The charitable organization must have a Texas address and provide local and or statewide services.

V. City's Responsibilities:

The City's Human Resource Department will:

- A. Ensure City-wide compliance with campaign guidelines;
- B. Establish application procedures;
- C. Review applications for eligibility;
- D. Assist United Way of El Paso County in the implementation of the campaign.

The City's Payroll Department will:

- A. Ensure that designated payroll deduction will begin on the first pay date of January, 2026, and continue such deductions until the last pay day of December, 2026 unless sooner cancelled by the employee.

VI. Local Campaign Manager's Responsibilities:

- A. Develop and create pledge forms to be distributed to employees.
- B. Create and print out any marketing materials.
- C. Collect employee deduction and designation forms and any cash and check donations.
- D. Create final designation and acknowledgement reports.
- E. Distribute undesignated funds on a pro-rata basis.
- F. Prepare reports for accounting purposes and for determining reimbursable costs.
- G. Transfer funds to all designated organizations.

- H. Coordinate with City HR and facilitate campaign services to all City employees and give notices to all organizations.
- I. Submit materials for distribution to employees no later than three weeks prior to the beginning of the campaign. Marketing materials must be approved by the City's Human Resources Officer. Once approved, materials must be supplied in a sufficient quantity for distribution by United Way of El Paso County.

VII. Application Procedure:

- A. Organizations seeking participation in the City of El Paso's Combined Charitable Campaign shall apply by filing a completed application packet with United Way of El Paso County.
- B. The written application must include the following:
 - 1. Organization's official name, headquarters, local address, telephone number, and contact person;
 - 2. Organization's purpose or mission;
 - 3. List of members or constituent organizations with name, address, telephone number, and contact person for each;
 - 4. Description of services provided;
 - 5. Copy of policy of non-discrimination;
 - 6. Copies of most current annual and financial reports;
 - 7. Evidence of not-for-profit and tax-exempt status, and eligibility for charitable contributions under the provisions of IRS and a license to do business in the State of Texas;
 - 8. Disclosure of administrative costs; and
 - 9. A copy of the organization's by-laws.

CITY OF EL PASO:

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO CONTENT:

Mary Wiggins

Mary L. Wiggins
Chief Human Resources Officer

APPROVED AS TO FORM:

Karla Saenz

Karla A. Saenz
Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-1139, **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.

A Resolution that the City of El Paso re-appoint Tanny Berg as a regular appointee to the Central Appraisal District Board of Directors.



Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Consent
Date of Council Meeting	09/16/25
Name of Board	Central Appraisal District Board of Directors
Agenda Posting Language	
A Resolution that the City of El Paso re-appoint Tanny Berg as a regular appointee to the Central Appraisal District Board of Directors.	
Appointment Type	Regular
Member Qualifications	
A person whose duties include daily operation for the El Paso Central Appraisal District (EPCAD).	
Nominee Name	Tanny Berg
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 1
City Employed Relatives	N/A
Board Membership	
Chairperson of the El Paso Central Appraisal District Board of Trustees. Tax Increment Financing Board, Bond Overview Advisory Board and the Downtown Management District.	
Real estate owned in El Paso County	
Previous Appointee	Tanny Berg
Reason for Vacancy	Term Expired
Date of Appointment	09/16/25
Term Begins On	01/01/26
Term Expires On	12/31/29
Term	Fourth Term

Mr. Tanny Berg has been an active commercial real estate developer and investor for over forty years. A resident of El Paso since 1952, Mr. Berg attended public schools in El Paso and received his Bachelor of Business Arts Degree with an emphasis in Accounting from the University of Texas at El Paso in 1970 and immediately joined Jack Berg Sales Company, an international importer and distributor of electronics, founded by his father, the late Jack S. Berg, in 1952. Throughout the last over forty years, Mr. Berg owns or is a partner in Berg Properties, Berg Investment Company, Baruch Properties LP, B/W Joint Venture, Micropartners LP, Micropartners West LP, The Shalom Group LP, and EP Shalom LP, which entities control many shopping centers, office parks, hotels, industrial developments, and downtown redevelopment projects in El Paso, Texas. In addition, Mr. Berg has been very active in various civic and not for profit associations. He was a founder and past chair for 16 years of the Central Business Association, a downtown consortium dedicated to urban revitalization, as well as past chairman of the board of the El Paso Hispanic Chamber of Commerce, the El Paso Child Crisis Center, Las Palmas Medical Center of El Paso and again of the now combined boards of Las Palmas and Del Sol Hospitals (the Hospital Corporation of America (HCA) System in El Paso), and for three years at Unite El Paso, a grass roots citizens empowering organization created to engage El Pasoans in identifying and resolving critical political and social deficiencies affecting the Paso Del Norte regions economic growth and stability - to name just a few organizations. Currently he is passionately and actively engaged in organizing and developing an El Paso based food bank, El Pasoans Fighting Hunger, affiliated with Feeding America, the national consortium of food banks, to address the profound crisis of hunger in the greater El Paso community. El Pasoans Fighting Hunger is the ONLY food bank in El Paso serving three counties(Hudsbeth, Culberson and El Paso counties), and has grown to provide over 120 Million pounds of food in this area, the third largest food bank distribution in the United States. Mr. Berg serves on the El Paso Central Appraisal District Board of Trustees and on the Central Cultural Mexicano Paso del Norte affiliated with the Consulate of Mexico board of directors of which he is currently the Chair. In addition, Mr. Berg is serving or has served on the governing or advisory boards of KCOS Public Television, the El Paso International Airport, the El Paso Tax Increment Financing Board, the City of El Paso Industrial Bond Advisory Board, Wells Fargo Bank Advisory Board of El Paso, the El Paso/Juarez World Trade Center, the El Paso Downtown Management District, the El Paso Times Advisory Board, the Rio Grande Girl Scouts Council, the Children's Trust Fund of Texas, the UTEP Alumni Association, and IHS Hospital Corporation in El Paso as well as many others. He is also a proud member of LULAC Council 335. Mr. Berg has been interviewed on the "MacNeil/Lehrer Report" news program on PBS and has been quoted in the national publication "The Economist" on business issues relating to the border. Mr. Berg was also a founder and past chair of the El Paso Hebrew Day School, past president of Congregation B'nai Zion in El Paso, and has served on the National Board of Directors of the United Synagogue of America. In 2002, Mr. Berg was named the United States Small Business Association's Regional Small Business Advocate of the Year.

RESOLUTION

WHEREAS, the City of El Paso ("City") is entitled to appoint two members to the El Paso Central Appraisal District Board; and

WHEREAS, the City desires to re-appoint Tanny Berg as one of its members to the El Paso Central Appraisal District Board.

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

That Tanny Berg is hereby re-appointed to the El Paso Central Appraisal District Board of Directors to serve from January 1, 2026 through December 31, 2026.

APPROVED this ____ day of _____ 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Josette Flores
Deputy City Attorney



Legislation Text

File #: 25-1147, 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

Economic and International Development, Karina Brascgalla, (915) 212-0094

AGENDA LANGUAGE:

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

That the City Council approve the recommendation of the Board of Directors of the El Paso Downtown Management District and that the following persons be named directors of the District for the terms indicated:

Nominee	Term#	Expiration Date
Tessa Judge	1	August 2028
Nick Seckerson	1	August 2028
Brian Kelley	1	August 2028
Jose Garcia	1*	August 2028
Daniela Caro	2	August 2028
Marcelle Fernandez	1	August 2028
Liliana Miranda	1	August 2028

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

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



DEPARTMENT: Economic and International Division

AGENDA DATE: 8/28/25

PUBLIC HEARING DATE: 9/16/25

CONTACT PERSON NAME: Karina Brasgalla

PHONE NUMBER: 915.212.0094

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL:

1 Cultivate an Environment Conducive to Strong, Economic Development

SUBGOAL:

SUBJECT:

That the City Council approve the recommendation of the Board of Directors of the El Paso Downtown Management District and that the following persons be named directors of the District for the terms indicated:

Nominee	Term#	Expiration Date
Tessa Judge	1	August 2028
Nick Seckerson	1	August 2028
Brian Kelley	1	August 2028
Jose Garcia	1*	August 2028
Daniela Caro	2	August 2028
Marcelle Fernandez	1	August 2028
Liliana Miranda	1	August 2028

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

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: 

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

RESOLUTION

WHEREAS, by resolution dated September 3, 1996, the City of El Paso approved of the creation of the El Paso Downtown Management District (“District”);

WHEREAS, pursuant to Chapter 375 of the Texas Local Government Code (“Code”) the District was legally created by order of the Texas Natural Resources Conservation Commission on March 10, 1997;

WHEREAS, pursuant to Section 375.064(a) of the Code, the Board of Directors of the District (“Board”) convened a meeting open to the public on August 28, 2025 for the purpose of recommending a slate of persons to serve as members of the Board; and

WHEREAS, pursuant to Section 375.064(b) of the Code, the City Council is required to approve or disapprove recommendations submitted by the Board.

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

That the City Council approve the recommendation of the Board of Directors of the El Paso Downtown Management District and that the following persons be named directors of the District for the terms indicated:

<u>Nominee</u>	<u>Term #</u>	<u>Expiration Date</u>
Tessa Judge	1	August 2028
Nick Seckerson	1	August 2028
Brian Kelley	1	August 2028
Jose Garcia	1*	August 2028
Daniela Caro	2	August 2028
Marcelle Fernandez	1	August 2028
Liliana Miranda	1	August 2028

**Indicates candidate was appointed to a partial term and is being nominated for their first full term.*

(Signatures begin on the following page)

APPROVED this the _____ day of _____ 2025.

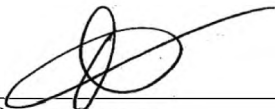
THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Director
Economic & International Development



MEMO

TO: Ms. Dionne Mack, City Manager
Ms. Karina Bragalla, Economic Development Director
Ms. Karla Nieman, City Attorney

FROM: Joe Gudenrath, Executive Director
El Paso Downtown Management District

DATE: August 28, 2025

SUBJECT: Item for City Council Agenda – DMD Board Member Nominations

At the August 28, 2025 meeting of the Board of Directors for the El Paso Downtown Management District (DMD), the Board nominated seven individuals to fill expiring terms on its 21-member Board.

As provided in Chapter 375 of the Local Government Code, the Board recommends the following persons and requests that this item be placed on the City Council Agenda for consideration and approval, as it has in the past, so that the appointments may be final as soon as possible.

<u>Nominee</u>	<u>Term#</u>	<u>Expiration Date</u>
Tessa Judge	1	August 2028
Nick Seckerson	1	August 2028
Brian Kelley	1	August 2028
Jose Garcia	1*	August 2028
Daniela Caro	2	August 2028
Marcelle Fernandez	1	August 2028
Liliana Miranda	1	August 2028

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

All nominees are qualified to serve on the Board in accordance with the qualifications established by Chapter 375 as follows: are at least 18 years old, and are connected within the District as either (1) a resident, (2) owner of property, (3) owner of stock on property, as an individual or in a corporate capacity, (4) owner of a beneficial interest in a trust that owns property, or (5) be an agent, employee or tenant of the owners listed in categories 2, 3 or 4.

I am including information for each of the nominated individuals to provide background information for the City Council. Should you have any questions, I can be reached at 915-240-3116 or by email at jgudenrath@elpasodmd.org. Thank you for your consideration.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-1143, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Justin Bass to the Zoning Board of Adjustment as a Regular Member by Representative Alejandra Chávez, District 1.



Board Appointment Form

City Clerk's Office

Appointing Office	Alejandra Chávez, District 1
Agenda Placement	Consent
Date of Council Meeting	09/16/25
Name of Board	Zoning Board of Adjustment
Agenda Posting Language	
Re-appointment of Justin Bass to the Zoning Board of Adjustment as a Regular Member by Representative Alejandra Chávez, District 1.	
Appointment Type	Regular
Member Qualifications	
See Resume.	
Nominee Name	Justin Bass
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 1
City Employed Relatives	N/A
Board Membership	
Yes, currently serving on the ZBA.	
Real estate owned in El Paso County	
Previous Appointee	Justin Bass
Reason for Vacancy	Term Expired
Date of Appointment	09/16/25
Term Begins On	10/01/25
Term Expires On	09/30/27
Term	Second Term

Justin D. Bass

Education

University of North Texas, Denton, TX.
Master of Arts, Public Administration

Dec 2008

Texas A&M University, College Station, TX
Bachelor of Science, Sociology

Dec 2005

Professional Experience

PyroCom Systems, Inc.
Project Manager

Dec 2019 - Present

- Manage the installation of low voltage systems on multiple active construction projects
- Coordinate interconnectivity of low voltage systems with other trades
- Communicate project status and schedule to other trades and general contractors
- Track project budget and man hours to assure projects are delivered per contract scope
- Supervise multiple projects with multiple foremen and teams

City of El Paso, TX
Lead Planner

Nov 2015 - Dec 2019

- Managed, implemented, and revised Neighborhood Traffic Management Program (NTMP)
- Project managed TxDOT-funded Great Streets & Corridor Plan and Bike Plan & Program
- Project managed Quality of Life bond and Capital Improvement Plan projects
- Managed creation and execution of new right-of-way permit review process
- Led and participated in special projects related to Lean Six Sigma, memorial markers, and small cell infrastructure
- Acted as Streets & Maintenance Department liaison for street infrastructure projects

City of El Paso, TX
Planner - El Paso Ballpark

Apr 2013 - Nov 2015

- Acted as assistant project manager for construction of Southwest University Park
- Oversaw and handled disbursement of multi-sourced, multimillion dollar budget
- Worked with Union Pacific Railroad to design solutions to trainway encroachments
- Contributed to and monitored redesign and construction of Missouri Avenue
- Communicated between City departments, general contractor, ownership, media and residents

El Paso Water Utilities/City of El Paso, TX
Administrative Analyst

Jan 2013 - Apr 2013

- Supervised two procurement analysts and a bid clerk
- Assisted in the formal bidding process
- Reviewed informal purchases for compliance
- Reviewed bid tabulations for compliance and accuracy

City of El Paso, TX

Mar 2010 – Jan 2013

Planner

- Processed cases - plats, vacations, text amendments, five-day reviews, address changes, etc.
- Participated in weekly Development Coordinating Committee meetings
- Presented at City Plan Commission and Open Space Advisory Board meetings
- Prepared staff reports, PowerPoints, and supplementary documents for public meetings
- Interacted with citizens and developers in regard to planning issues - Planner of the Day
- Researched and proposed viable amendments to current municipal ordinances
- Drafted legal ordinances and deeds for proposals needing such documents
- Assisted in the training and supervision of new coworkers

City of Burleson, TX

May 2009 – Nov 2009

Economic Development Specialist/Planner

- Aided in recruitment of businesses to the City of Burleson
- Conducted economic and demographic analysis using CoStar and DemographicsNow
- Reviewed plat, zoning, site plan, variance and planned development submittals
- Attended and participated in P&Z and City Council meetings
- Participated in Development Assistance Committee meetings
- Prepared briefings, PowerPoints, and other materials for public meetings
- Interacted with citizens and developers in regard to planning issues

City of Colleyville, TX

Jan 2008 – May 2009

Urban Planner

- Reviewed plat, zoning, site plan, variance and planned development submittals
- Attended and participated in ZBA, SBA, P&Z, and City Council meetings
- Facilitated Development Review Committee bimonthly meetings
- Prepared briefings, packets, and PowerPoints for public meetings
- Authored trimester issues of the Colleyville Development Journal
- Interacted with citizens and developers in regard to planning issues
- Assisted in the training and supervision of summer intern

Other Experience

Lean Six Sigma

Greenbelt Trained

Neighborhood Leadership Academy (Community Development Program)

Graduate

Managing For Results for the City of El Paso (MFR)

Facilitator

Professional Memberships

FBICAAA (FBI Citizens' Academy Alumni Association)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-1164, **Version:** 3

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Members of the City Council, Representative Ivan Niño, (915) 212-0005

AGENDA LANGUAGE:

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

Fabian Uribe to the Zoning Board of Adjustment as a Regular Member by Representative Ivan Niño, District 5.



Board Appointment Form

City Clerk's Office

Appointing Office	Ivan Niño, District 5
Agenda Placement	Regular
Date of Council Meeting	09/16/25
Name of Board	Zoning Board of Adjustment
Agenda Posting Language	
Re-Appointment of Fabian Uribe to the Zoning Board of Adjustment as a Regular Member by Representative Ivan Niño, District 5.	
Appointment Type	Regular
Member Qualifications	
See attached Resume	
Nominee Name	Fabian Uribe
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 8
City Employed Relatives	N/A
Board Membership	
Zoning Board of Adjustment	
Real estate owned in El Paso County	
Previous Appointee	Fabian Uribe
Reason for Vacancy	Term Expired
Date of Appointment	09/16/25
Term Begins On	10/01/24
Term Expires On	09/30/26
Term	Second Term

FABIAN URIBE

OBJECTIVE

To provide my clients with the most effective systems and services in the real estate arena. I have committed and dedicated my career by applying my educational background, strong interpersonal skills, and work ethic. Listed below you will find my range of achievements and qualifications.

KEY SKILLS

- Closing Complex Real Estate Transactions
- Commercial Listing Expertise
- Commercial Transaction Coordination
- Structuring Real Estate Financing
- Commercial Real Estate Leasing
- Property Management
- Access to Private Investors
- Real Estate Marketing
- Land Sales
- Residential Sales

COMPANIES

- Team Juan Uribe, LLC.
- Escondido Partners, LLC.
- Creosote Land, LLC.

EDUCATION & EXPERIENCE

- Board Member for the Zoning Board of Adjustments 2022 - Present
- Commercial Real Estate, Marketing, Graphics, and Advertising
 - Team Juan Uribe, LLC 2007 – Present
- Commercial Real Estate Agent
 - Licensed with Greater El Paso Association of Realtors 2015 – Present
- Internship
 - El Paso Chamber of Commerce 2011 - 2012
- Property Manager
 - Reyes and Reyes Management 2009 - 2014

- Bachelor of Fine Arts Degree
 - University of Texas at El Paso 2010 - 2014
- Project Manager – Solar Decathlon
 - US Department of Energy and UTEP 2010 – 2013

EXPERIENCE

TEXAS REAL ESTATE AGENT

- In 2025, year to date to July 31st, Team Juan Uribe, LLC. has closed \$83,000,000.00 in sales.
- In 2025, Team Juan Uribe, LLC. sold three schools and is in the process of redeveloping.
- In 2024, Team Juan Uribe, LLC. developed 16 acres on the corner of Montana and George Dieter, and successfully sold 70% of the project to commercial users.
- In 2024, Team Juan Uribe, LLC. sold over \$80,000,000.00 in commercial real estate.
- In 2023, Team Juan Uribe closed \$95,000,000.00 in commercial real estate.
- In 2022, we closed on a multi-story office building with two parking lots on 416 N Stanton, we sold 140 acres for a new Industrial Park on I-10, we sold 5 agricultural farms in Upper Valley of Dona Ana and El Paso
- We closed on 1,125 acres in Santa Teresa for a residential development of 5,000 lots.
- In 2021, for eight years in a row we received again the Costar Power Broker Award for top sales in the El Paso and Southern New Mexico region.
- By August of 2021, total closings year to date are \$35 million.
- In 2020, listed a portfolio of 8 properties from Mr. Paul Foster's group under the direction of William Kell and sold more than 50% of the portfolio by March of 2020.
- In 2019, Team Juan Uribe sold 350 Acres on Edgemere to Mr. Douglas Schwartz
- In 2019, Team Juan Uribe, listed together with CBRE, the Verde Group Portfolio (20 properties), in Santa Teresa, New Mexico. Juan Uribe personally sold 50% of the properties within the first year, for more than \$10,000,000.00 that included over 400 acres.
- In 2019, Team Juan Uribe, LLC. sold a 7-story building in downtown El Paso (The Banner Building)
- In 2019, Team Juan Uribe, LLC. sold a 10-story building in downtown El Paso (The International Building)
- In 2019, Team Juan Uribe, LLC. sold a portfolio of properties from Mr. Gerald Wendell, containing more than 300 acres of land in east El Paso.
- In 2019, Team Juan Uribe, LLC. sold a 30,000-acre ranch, Ojo Caliente Ranch, in Winston, New Mexico.
- In 2019, Team Juan Uribe was named #2 Top Producer for the City of El Paso, According to The National Association of Hispanic Real Estate Professionals.

- Team Juan Uribe, LLC. completed their goal for the year 2018 by generating \$53,000,000.00 for the year.
- Team Juan Uribe was named CoStar Top Producer for commercial real estate for 2017.
- Team Juan Uribe named by CoStar as one of the Top 5 Commercial and Leasing Agents to include Top Sales Transactions for Broker firm in the El Paso market area for **2015 & 2016**.

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El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-1170, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Members of the City Council, Representative Josh Acevedo, (915) 212-0002

AGENDA LANGUAGE:

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

Christine Foster Loveridge to the Zoning Board of Adjustment by Representative Josh Acevedo, District 2.



Board Appointment Form

City Clerk's Office

Appointing Office	Josh Acevedo, District 2
Agenda Placement	Consent
Date of Council Meeting	09/16/25
Name of Board	Zoning Board of Adjustment
Agenda Posting Language	
Re-appointment of Christine Foster Loveridge to the Zoning Board of Adjustment as a regular member by Representative Josh Acevedo, District 2.	
Appointment Type	Regular
Member Qualifications	
See resume.	
Nominee Name	Christine Foster Loveridge
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 2
City Employed Relatives	N/A
Board Membership	
Zoning Board of Adjustment	
Real estate owned in El Paso County	
Previous Appointee	Christine Foster Loveridge
Reason for Vacancy	Term Expired
Date of Appointment	09/16/25
Term Begins On	10/01/25
Term Expires On	09/30/27
Term	Second Term

CHRISTINE FOSTER LOVERIDGE

EDUCATION

The University of Texas at Austin – Lyndon B. Johnson School of Public Affairs

Austin, TX

- *Master of Public Affairs*
- Full Graduate Scholarship: Ben Barnes Award for Public Leadership

8/2012 – 5/2014

Stanford University

Palo Alto, CA

- *Bachelor of Science, Program in Science, Technology & Society*
- Concentration: Computer Science

9/2005 – 6/2009

EXPERIENCE

Center for Health Information and Analysis

Boston, MA

Senior Research and Analytic Advisor

12/2022 – Present

Manager of Research

1/2021 – 12/2022

Associate Manager of Research

10/2019 – 1/2021

Senior Research Analyst

8/2018 – 10/2019

- Directed the state agency's teams for household, employer, and workforce surveys budgeted at \$550,000-\$900,000 per cycle, including design, vendor management, weighting, analytics, and reporting
- Supervised 3 direct reports and managed academic research partners at universities and hospitals in mixed-methods analyses of emergency department boarding and pediatric readmissions
- Provided strategic and technical advising to agency executives and data infrastructure team on data asset development for all-payer claims data, hospital billing data, EHR, and geospatial data assets
- Represented the agency and presented data-driven recommendations in legislative and oversight briefings, national research conferences, and media inquiries

Yale School of Public Health

New Haven, CT

Research Associate II

10/2016-7/2018

- Led procurement of state and national hospital discharge data and Medicaid claims data from seven states for projects on managed care network optimization and provider cost and quality
- Conducted statistical and econometric analyses in Stata and R to evaluate impacts of federal and state policies on mental health care coverage and access for patients experiencing First Episode Psychosis
- Supported two investigators to conduct literature reviews, develop survey and interview protocols, design data pipeline, conduct analyses, synthesize findings, and disseminate results
- Coordinated project operations including contract management, IRB approvals, data acquisition, and the onboarding and supervision of two research interns

Texas Legislative Budget Board

Austin, TX

Federal Funds Analyst

6/2016-8/2016

- Led an agency review of 2016 federal regulations for Medicaid managed care for fiscal impact and compliance with state laws, regulations, policies, procedures, and managed care service contracts
- Developed fiscal impact estimates and budget requests

Voluntary Health Association of India

New Delhi, India

Research Coordinator

2/2015-9/2015

- Supervised a staff of three in research, communications, and monitoring/evaluation in child health and nutrition policy for a nonprofit supported by the Bloomberg Foundation and The Global Fund
- Edited a final report to the National Health Ministry on the Government of India's National Health Plan

Innovations for Peace and Development

Austin, TX

Graduate Research Affiliate

4/2013-9/2014

- Led a team of five student researchers at a USAID-funded research center at the University of Texas at Austin to geocode nutrition and health data in ArcGIS

Acuitus, Inc.

Palo Alto, CA

General Development Associate

11/2009-10/2010

- Supervised a staff of eight and led two teams at a DARPA-funded Silicon Valley software startup
- Served as project manager for the engineering, quality assurance, and operations teams through two product deployment cycles in local and remote offices

SKILLS

Programming & Analysis: Python, R, SAS, Stata, C, C++, SQL, Git

Data Analysis and Visualization: Matplotlib, Seaborn, Pandas, NumPy, ggplot, Tableau, ArcGIS

Machine Learning Libraries & Frameworks: TensorFlow, scikit-learn, PyTorch

Methods: Statistics, Econometrics, Research Design, Data Modeling, Survey Design and Weighting, Longitudinal Data Analysis, Predictive Analytics

Management: Public Financial Management, Budgeting and Fiscal Analysis, Project Management, IRB

Language: Spanish (advanced), French (proficient), German (basic)

COMMUNITY LEADERSHIP

City of El Paso Zoning Board of Adjustment
Board Member

El Paso, TX
6/2024-Present

SELECT PUBLICATIONS AND PRESENTED RESEARCH

Hodgkin, D., Thomas, C.P., Davis, M.T., Horgan, C., Panas, L., Alfaro, K., Omori-Hoffe, N., **Loveridge, C.**, Trieu, H. A Mixed-Methods Study of Emergency Department Boarding of Patients with Substance Use Disorder. Presentation at the 24th Addiction Health Services Research Conference, 2023.

Beaman, B., **Loveridge, C.**, Trieu, H. Outpatient observation visits: How did they evolve and what do they look like in Massachusetts acute care hospitals? Presented at the 37th Annual Conference of the National Association of Health Data Organizations, 2022.

Best, J., McKinstry, J., Hasanbasri, A., **Loveridge, C.**, Trieu, H. Supplementing address-based sample with prepaid cell sample to help improve sample representativeness. Presented at the 77th American Association of Public Opinion Research Annual Conference, 2022.

Loveridge, C., Beaman, B. A methodology to identify and analyze hospitalizations with behavioral health comorbidities: Preliminary findings from the COVID-19 pandemic. Presented at the 36th Annual Conference of the National Association of Health Data Organizations, 2021.

Busch, S. H., Golberstein, E., Goldman, H. H., **Loveridge, C.**, Drake, R. E., & Meara, E. (2019). Effects of ACA Expansion of Dependent Coverage on Hospital-Based Care of Young Adults With Early Psychosis. *Psychiatric Services*, 2019 Sep 4;appi.ps.201800492. doi: [10.1176/appi.ps.201800492](https://doi.org/10.1176/appi.ps.201800492)

Busch, S. H., Ndumele, C. D., **Loveridge, C. F.**, & Kyanko, K. A. (2019). Patient Characteristics and Treatment Patterns Among Psychiatrists Who Do Not Accept Private Insurance. *Psychiatric Services*, 2019 Jan 1; 70(1), 35-39. doi: [10.1176/appi.ps.201800014](https://doi.org/10.1176/appi.ps.201800014)

Zhang, Z., Nwachukwu, C., Gayer, G., **Loveridge, C.**, Trieu, H. Accounting for Social Risk Factors in Public Reporting on Unplanned Hospital Readmissions in Massachusetts. Presented at the 34th Annual Conference of the National Association of Health Data Organizations, 2019.

Kyanko, K. A., Ndumele, C., **Foster, C.**, Busch, S. H. "Trends In psychiatrists' acceptance of new privately-insured patients (2005-2014)." Presented at the 41st Conference of the Society of General Internal Medicine, 2018.

Foster, C. "Knowledge spillovers in the solar photovoltaic industry and the locus of innovation: Evidence from natural language processing." Presented at Innovation, Growth, and Conflicting National Interests: Conference on the Evolution of the Global Solar Industry, Energy Institute, The University of Texas at Austin, 2014.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-1180, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Members of the City Council, Representative Art Fierro, (915) 212-006

AGENDA LANGUAGE:

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

Bernie Olivas to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Art Fierro, District 6.



Board Appointment Form

City Clerk's Office

Appointing Office	Art Fierro, District 6
Agenda Placement	Consent
Date of Council Meeting	09/16/25
Name of Board	Greater El Paso Civic, Convention and Tourism Advisory Board
Agenda Posting Language	
Re-appointment of Bernie Olivas to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Art Fierro, District 6.	
Appointment Type	Regular
Member Qualifications	
Please see resume.	
Nominee Name	Bernie Olivas
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 8
City Employed Relatives	No
Board Membership	
Greater El Paso Civic, Convention and Tourism Advisory Board	
Real estate owned in El Paso County	
Previous Appointee	Bernie Olivas
Reason for Vacancy	Term Expired
Date of Appointment	09/16/25
Term Begins On	05/28/25
Term Expires On	05/27/27
Term	First Term

**Bernie Olivas, Executive Director
Sun Bowl Association**

Bernie Olivas, a native El Pasoan, has developed a love and a passion for his work like no other. Olivas is the executive director of the Sun Bowl Association, a position that he has held since September 10, 2001.

Olivas oversees 16 different special events in El Paso, including the Tony the Tiger Sun Bowl, WestStar Don Haskins Sun Bowl Invitational, the Sun Bowl Flag Football Tournament, the Sun Bowl Fan Fiesta, and other events as the Cheer Camp, Basketball Skills Camp, the Fine Arts Symposium, and the Sun Bowl Art Exhibit.

The Sun Bowl Association produces the largest economic impact in El Paso for a single event in the city with the annual Sun Bowl football game. It is estimated that up to \$25 million in economic impact is felt within El Paso and Southern New Mexico from the game that takes place during the last week of the calendar year.

Since becoming executive director, Olivas has helped secure sponsorship changes for several events. He was instrumental in the current sponsorship agreements with Kellogg's, as well as with Hyundai Motor America, Helen of Troy, makers of Brut and Vitalis, WestStar, and Academy Sports and Outdoors. He also helped secure the Sun Bowl's television contract extension through 2030, making the relationship between the Sun Bowl and CBS the longest in college bowl game history.

Olivas, a Sun Bowl volunteer for over 18 years, served as the 2000 Sun Bowl Association President — the 66th president in Sun Bowl history. His involvement with the Sun Bowl began in 1983, when he joined one of the team host committees, and he was named to the Sun Bowl Board of Directors in 1992. He was also named to the football selection committee, of which he is still a member. He was inducted into the El Paso Athletic Hall of Fame in 2011, in the Coach/Administrator Category.

Prior to joining the Sun Bowl Association full-time, Olivas was employed by Merck Pharmaceutical Company for 13 years where he served as a Health Science Associate. He is also a member of the Merck Hall of Fame.

A graduate of Cathedral High School in El Paso, Olivas earned a bachelor's degree in Education and Health Sciences from the University of Texas at El Paso in 1976. He was also a member of the UTEP football team.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-1178, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Ronnie Baker to the Veterans Affairs Advisory Committee by Representative Alejandra Chávez, District 1.



Board Appointment Form

City Clerk's Office

Appointing Office	Alejandra Chávez, District 1
Agenda Placement	Consent
Date of Council Meeting	09/16/25
Name of Board	Veterans Affairs Advisory Committee
Agenda Posting Language	
Appointment of Ronnie Baker to the Veterans Affairs Advisory Committee by Representative Alejandra Chavez, District 1.	
Appointment Type	Regular
Member Qualifications	
Please see attachment.	
Nominee Name	Ronnie Baker
Nominee Email Address	██████████@██████████.██████████
Nominee Residential Address	██████████ ██████████ ██████████ ██████████ ██████████ ██████████
Nominee Primary Phone Number	+1 (██████████) ██████████-██████████
Residing District	District 1
City Employed Relatives	N/A
Board Membership	
N/A	
Real estate owned in El Paso County	
██████████ ██████████ ██████████ ██████████ ██████████ ██████████	
Previous Appointee	Brian Kanoff
Reason for Vacancy	Removed
Date of Appointment	09/16/25
Term Begins On	09/08/23
Term Expires On	09/07/27
Term	Unexpired Term

#

Ron Baker

Veteran & Veteran Advocate

Vietnam Veteran that found his calling post service helping other veterans integrate and return to their community.

Veteran Experience

2025

Westside Veterans Breakfast Club *Organizer*

Organized and established a Westside Veterans Breakfast Club after noticing a lack of veteran community opportunities for veterans on the west side of El Paso. The club not only provides community, but educational, social networking and advocacy for veterans. Through my outreach we have even secured activities like free dance classes for veterans that suffer from PTSD, something that has been shown to help veterans reconnect socially.

2020- Present

Personal Veteran Advocate

Help veterans through word of mouth with claims and assistance for VA issues using my previous experience gained through the DAV. Did this at no cost to the veterans for personal fulfillment.

2012-2019

Disabled American Veterans *Various positions*

Functioned as a VA Veterans Service Officer, assisting veterans with the claims process, and held various offices with DAV including local chapter Commander, Deputy Chief of Staff to the National DAV commander and Aide to the California state commander. Advised the DAV executive board on Veteran Employment. Worked with and for various Non-profit organizations during this time for veteran advocacy

1964-1976

US Army

12 Years active duty, Germany, Japan, Fort Leanord Wood, Fort Dix.
Deployed for a year to Vietnam in 1967-68 as a Combat Photographer

Education

1977-1978

Associates of Recreation Studies

Chabot College

Skills

- Veteran Advocacy
- Legislative Process
- Organizing Community Resources
- Public Speaking

Contact

██████████
██████████
██████████
██████████@██████████



Legislation Text

File #: 25-1152, 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 July 21, 2025 - August 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: 9/16/25

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 July 21, 2025 – August 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: 2025.08.28 13:31:38 -06'00'

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

CITY COUNCIL SPECIAL PROJECTS OR DISCRETIONARY FUNDS EXPENDITURES

August 2025

DISTRICT	VENDOR	DATE	AMOUNT	DESCRIPTION
DISTRICT 5	BIG BOY CONCESSIONS	7/25/2025	\$ 293.00	Food for Movies in the Park

P-Card Transactions

7/22/2025 - 8/20/2025

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	The Stephen F Austin R	7/26/2025	\$ 475.18	for legal staff to attend the Advanced Government Law 2025 - Texas Bar CLE
CITY ATTORNEY	Garcia Sandra	State Bar Tx-Dues-Web	8/7/2025	\$ 400.00	For legal attorneys to have access to the Government Law Section for their Texas Bar Association membership.
CITY ATTORNEY	Garcia Sandra	Www.Pacer.Gov	8/8/2025	\$ 199.50	Quarterly bill for Pacer services for e-filing with court.
CITY ATTORNEY	Garcia Sandra	The Laura Hotel	8/14/2025	\$ 540.44	for transactional attorneys to attend Texas Eminent Domain conference
CITY ATTORNEY	Garcia Sandra	Southwestai	8/14/2025	\$ 516.60	For litigation attorney to attend Advanced Civil Trial - Aug. 27-29 Dallas
CITY ATTORNEY	Garcia Sandra	Southwestai	8/14/2025	\$ 465.60	for Prosecution attorney to attend 48th Annual Advanced Civil Trial - TexasBarCLE
CITY ATTORNEY	Garcia Sandra	Hilton Advpurch8002367113	8/15/2025	\$ 821.39	For litigation attorney to attend the Advanced Civil Trial Conference in Dallas on August.
CITY ATTORNEY	Garcia Sandra	Hilton Advpurch8002367113	8/15/2025	\$ 821.39	For prosecution attorney to attend the Advanced Civil Trial Conference in Dallas on August.
CITY ATTORNEY	Garcia Sandra	State Bar Tx-Cle Web	8/20/2025	\$ 795.00	for attorney to attend State bar of texas seminar
CITY ATTORNEY	Garcia Sandra	State Bar Tx-Cle Web	8/20/2025	\$ 795.00	for attorney to attend State bar of texas seminar
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	7/21/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	7/21/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	7/22/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	7/22/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	7/25/2025	\$ 7.50	Fee for uploading documents to the AG portal.

P-Card Transactions

7/22/2025 - 8/20/2025

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	7/28/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	7/28/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	7/30/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	7/30/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	7/30/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	7/31/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	7/31/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	7/31/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	7/31/2025	\$ 5.00	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/1/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/1/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/4/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/4/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/4/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/4/2025	\$ 7.50	Fee for uploading documents to the AG portal.

P-Card Transactions

7/22/2025 - 8/20/2025

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/5/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/5/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/5/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/11/2025	\$ 5.00	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/12/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/14/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/18/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/19/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/19/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/19/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/19/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/19/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/19/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Villegas Bergen	Southwestai	7/21/2025	\$ 516.95	Purchase of round-trip flight for Transactional Attorney - Roberto Aguinaga, to attend Advanced Government Conference in Austin, TX.
CITY ATTORNEY	Villegas Bergen	Grand Hyatt Vail	7/22/2025	\$ 1,524.64	Purchase of hotel for Assistant City Attorney, Miguel Talamantes, to stay 4 nights at host-hotel while attending TADC Summer Seminar.

P-Card Transactions

7/22/2025 - 8/20/2025

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Villegas Bergen	State Bar Tx-Cle Web	7/22/2025	\$ 495.00	Purchase of registration for Transactional Attorney, Roberto Aguinaga, to earn CLEs from Advanced Government Conference in Austin, TX.
CITY ATTORNEY	Villegas Bergen	Southwestai	7/25/2025	\$ 110.98	Purchase of Southwest roundtrip flight to Austin for City Attorney, Karla M Nieman, to attend Advanced Government Conference in Austin, TX.
CITY ATTORNEY	Villegas Bergen	Southwestai	7/29/2025	\$ 424.61	Purchase of Southwest Round-Trip flight for City Attorney, Carlos Armendariz, to attend Prosecution Seminar in Dallas, TX.
CITY ATTORNEY	Villegas Bergen	Southwestai	7/29/2025	\$ 424.61	Purchase of Southwest Round-Trip flight for City Attorney, Wendi Vineyard, to attend Prosecution Seminar in Dallas, TX.
CITY ATTORNEY	Villegas Bergen	State Bar Tx-Cle Dept	7/31/2025	\$ 595.00	Purchase of full event registration for City Attorney, Ms. Karla M. Nieman, to attend Advanced Government Law CLE (Texas State Bar) in Austin, TX.
CITY ATTORNEY	Villegas Bergen	The Stephen F Austin R	8/1/2025	\$ 45.34	Fees from purchase of host-hotel room for Assistant City Attorney, Roberto Aguinaga, while attending Advanced Government CLE (Destination/Austin Tourism PID Assessment Fee/State Tax/City Tax).
CITY ATTORNEY	Villegas Bergen	The Stephen F Austin R	8/2/2025	\$ 739.52	Purchase of room (3 nights) at host-hotel in Austin, TX for City Attorney, Karla M. Nieman, while attending Advanced Government Law CLE.
CITY ATTORNEY	Villegas Bergen	Cle International	8/4/2025	\$ 1,195.00	Purchase of full registration for Assistant City Attorney, Roberta Brito, to attend the Texas Eminent Domain CLE Conference in Houston, TX.
CITY ATTORNEY	Villegas Bergen	Py *international Municip	8/5/2025	\$ 849.75	Purchase of full registration at IMLA member rate for City Attorney, Eric Gutierrez, to attend and earn CLEs at 2025 Annual IMLA Conference in New Orleans, LA.
CITY ATTORNEY	Villegas Bergen	Southwestai	8/5/2025	\$ 490.96	Purchase of Round-Trip Flight for Assistant City Attorney, Roberta Brito, to attend Texas Eminent Domain CLE in Houston, TX.
CITY ATTORNEY	Villegas Bergen	Southwestai	8/5/2025	\$ 280.08	Purchase of Round-Trip Flight for Assistant City Attorney, Eric Gutierrez, to attend IMLA Seminar CLE in New Orleans, LA.
CITY ATTORNEY	Villegas Bergen	Strafford Publications	8/8/2025	\$ 1,588.95	Purchase of 8 registrations for SH, KAS, ER, JF, SE, MM, MT, and CGB - 2 Deputy City Attorneys and 6 Assistant City Attorneys to attend live webinar and earn CLEs. Webinar on Protests/Public Comment.
CITY ATTORNEY	Villegas Bergen	Strafford Publications	8/8/2025	\$ 297.00	Purchase of recorded webinar for City Attorney, Karla M. Nieman, to view course and earn CLEs.
CITY MANAGER	Albright Paul.D	In *remote Warrior Llc	8/13/2025	\$ 2,100.00	Marketing items for the Borderplex Veterans Service Provider Summit
CITY MANAGER	Albright Paul.D	Radisson Hotel El Paso	8/19/2025	\$ 2,388.00	Event Social for the Borderplex Service Provider Summit scheduled September 2, 2025.

P-Card Transactions

7/22/2025 - 8/20/2025

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY MANAGER	Argumedo Angel	Southwestai	7/31/2025	\$ (696.95)	Mr. Cortinas was going to Austin to testify on behalf of the City on SB9. It was determined that it was not necessary for Mr. Cortinas to testify. All expenses were refunded.
CITY MANAGER	Argumedo Angel	Southwestai	7/31/2025	\$ 696.95	Mr. Cortinas was going to Austin to testify on behalf of the City on SB9. It was later determined that this trip was not needed. All expenses were refunded.
CITY MANAGER	Beard Jackie	Dunkin #302466 Q35	7/21/2025	\$ 39.78	Coffee for New Employee Orientation on 7/21/2025. Food and Beverage Report and receipt attached.
CITY MANAGER	Beard Jackie	Gonzalos Gr Restaurant	7/24/2025	\$ 184.00	A community event to close out the 2025 Summer Home to Texas Internship Program. Food purchase total \$160. There was 15% (\$24.00) gratuity charged for a total of \$184. Approvals and receipt attached.
CITY MANAGER	Beard Jackie	Dunkin #302466 Q35	8/4/2025	\$ 39.78	Coffee for New Employee Orientation on 8/4/2025.
CITY MANAGER	Beard Jackie	Jones School Supply Co.,	8/7/2025	\$ 2,522.10	Service award items for Human Resources. Approval by Mary Wiggins attached. Receipt attached.
CITY MANAGER	Beard Jackie	Sq *tradex Laminating Ser	8/11/2025	\$ 3,000.00	Purchase for HR. Service Awards (Lapel Pins) for Employees. P-card would not allow charge over \$3000.00 so 2 card transactions were made. Approval from Mary Wiggins attached, with invoice and receipt.
CITY MANAGER	Beard Jackie	Sq *tradex Laminating Ser	8/12/2025	\$ 575.00	Purchase for HR. Service Awards (Lapel Pins) for Employees. P-card would not allow charge over \$3000.00 so 2 card transactions were made. Approval from Mary Wiggins attached, with invoice and receipt.
CITY MANAGER	Beard Jackie	Dunkin #302466 Q35	8/18/2025	\$ 39.78	Coffee for New Employee Orientation on 8-18-2025. Receipt and Food & Beverage Report attached.
CITY MANAGER	Cruz-Acosta Laura	Facebk *tx22xyuk2	7/23/2025	\$ 71.35	Facebook and Instagram promotions for Live Active 3K and Vaccinations for Back to School and Be PowerFlu Campaigns
CITY MANAGER	Cruz-Acosta Laura	Facebk *tx22xyuk2	7/23/2025	\$ 59.35	Facebook and Instagram promotions for Live Active 3K and Vaccinations for Back to School and Be PowerFlu Campaigns
CITY MANAGER	Cruz-Acosta Laura	Facebk *tx22xyuk2	7/23/2025	\$ 128.30	Facebook and Instagram promotions for Live Active 3K and Vaccinations for Back to School and Be PowerFlu Campaigns
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	7/25/2025	\$ 45.43	Captions and subtitles for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Facebk *jelylzuuk2	7/26/2025	\$ 165.46	Social media advertising for Live Active, Back to School Vaccinations, and PowerFlu campaign.
CITY MANAGER	Cruz-Acosta Laura	Facebk *jelylzuuk2	7/26/2025	\$ 51.72	Social media advertising for Live Active, Back to School Vaccinations, and PowerFlu campaign.

P-Card Transactions

7/22/2025 - 8/20/2025

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY MANAGER	Cruz-Acosta Laura	Facebk *jelylzuuk2	7/26/2025	\$ 21.67	Social media advertising for Live Active, Back to School Vaccinations, and PowerFlu campaign.
CITY MANAGER	Cruz-Acosta Laura	Facebk *jelylzuuk2	7/26/2025	\$ 20.15	Social media advertising for Live Active, Back to School Vaccinations, and PowerFlu campaign.
CITY MANAGER	Cruz-Acosta Laura	Amazon Mktp	7/28/2025	\$ 8.99	Plant labels used as ceremonial labels for dignitaries at outdoor Aug. 3 ceremony.
CITY MANAGER	Cruz-Acosta Laura	Amazon Prime	7/28/2025	\$ 1.99	Amazon fee in order to expedite labels for Aug. 3 ceremony.
CITY MANAGER	Cruz-Acosta Laura	Facebk *twkgkwcvk2	7/31/2025	\$ 285.00	Social media advertising for Back-to-School Vaccinations and PowerFlu campaign.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	7/31/2025	\$ 45.43	Captions and subtitles for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Facebk *jrhwkwqk2	8/1/2025	\$ 45.01	Social media advertising for Back-to-School Vaccinations and PowerFlu campaign.
CITY MANAGER	Cruz-Acosta Laura	Facebk *y8xpxyuk2	8/1/2025	\$ 28.29	Social media advertising for Back-to-School Vaccinations and PowerFlu campaign.
CITY MANAGER	Cruz-Acosta Laura	Amazon Prime	8/4/2025	\$ 14.99	Annual fee for Amazon Prime for Office Supplies
CITY MANAGER	Cruz-Acosta Laura	Eig	8/7/2025	\$ 703.00	E-newsletter application for City TV programming and Community Outreach.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	8/8/2025	\$ 51.92	Captions and subtitles for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Filmfreeway	8/9/2025	\$ 728.00	City TV Award Application.
CITY MANAGER	Cruz-Acosta Laura	Zoom.Com 888-799-9666	8/11/2025	\$ 16.99	Application to conduct community outreach and media interviews .
CITY MANAGER	Cruz-Acosta Laura	Facebk *h4zcxqk2	8/13/2025	\$ 63.07	Social media advertising for Live Active Baila, Vaccinations and Title 20 Zoning Campaigns (outreach).
CITY MANAGER	Cruz-Acosta Laura	Facebk *h4zcxqk2	8/13/2025	\$ 185.54	Social media advertising for Live Active Baila, Vaccinations and Title 20 Zoning Campaigns (outreach).

P-Card Transactions

7/22/2025 - 8/20/2025

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY MANAGER	Cruz-Acosta Laura	Facebk *h4zcjxquk2	8/13/2025	\$ 33.78	Social media advertising for Live Active Baila, Vaccinations and Title 20 Zoning Campaigns (outreach).
CITY MANAGER	Cruz-Acosta Laura	Facebk *h4zcjxquk2	8/13/2025	\$ 31.61	Social media advertising for Live Active Baila, Vaccinations and Title 20 Zoning Campaigns (outreach).
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	8/15/2025	\$ 45.43	Captions and subtitles for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	8/18/2025	\$ 4.58	Captions and subtitles for City TV programming.
CITY MANAGER	Davis Kimberly	Foreign Affairs Mag	7/21/2025	\$ 54.95	
CITY MANAGER	Esquivel Luz	The Ups Store 0350	7/23/2025	\$ 20.00	Returned an item purchased for the HR event (Employee Years of Service Recognition). this charge was for the packaging to return the item.
CITY MANAGER	Esquivel Luz	Regency Printing Inc	7/30/2025	\$ 320.00	Door hangers for the "Respect Your Pool" Campaign
CITY MANAGER	Esquivel Luz	Wm Supercenter #1015	7/31/2025	\$ 10.12	Purchase scissors for the PIO office, per Laura Cruz-Acosta.
CITY MANAGER	Esquivel Luz	Regency Printing Inc	8/12/2025	\$ 48.00	Mounted poster board for the August 3rd remembrance installed at City Hall chambers for public viewing during the anniversary of the tragedy.
CITY MANAGER	Esquivel Luz	Southwestai	8/18/2025	\$ 538.83	Purchased airfare for the District 4 office to attend the TML conference in October 2025. Approval was obtained and is in the backup.
CITY MANAGER	Esquivel Luz	Texas Municipal League	8/19/2025	\$ 1,395.00	Purchased registration for the District 4 office to attend the TML conference in October 2025. Approval was obtained and is in the backup.
CITY MANAGER	Mack Dionne	W Austin Fd	7/26/2025	\$ 646.62	CM Mack Travel to Large Cities Executive Forum (Austin, TX) 7/24/25-7/26/25
CITY MANAGER	Martinez Omar	Southwestai	7/24/2025	\$ 232.19	Approved travel modification DC Alejandra Gorski
CITY MANAGER	Martinez Omar	Southwestai	7/31/2025	\$ 781.96	Approved travel Jasmin Flores Austin
CITY MANAGER	Martinez Omar	Courtyard Washington C	8/1/2025	\$ 784.99	Approved travel Alejandra Gorski DC

P-Card Transactions

7/22/2025 - 8/20/2025

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY MANAGER	Martinez Omar	Courtyard Washington C	8/1/2025	\$ 784.99	Approved travel Omar Martinez DC
CITY MANAGER	Martinez Omar	The Stephen F Austin R	8/5/2025	\$ 202.18	Approved travel Jasmin Flores Austin
CITY MANAGER	Monsivais Rosa Maria	Jasons Deli El Paso F	7/21/2025	\$ 153.39	as per CM purchases lunch for Mayor & City Council members- Work Session working lunch meeting
CITY MANAGER	Monsivais Rosa Maria	Jasons Deli El Paso F	8/19/2025	\$ 183.69	Working Lunch meeting- purchased sandwiches for Mayor & City Council- Budget discussion
CITY MANAGER	Sepulveda Denice	Icma Online	7/22/2025	\$ 200.00	ICMA training for Performance based budgeting and for ICMA membership for Guadalupe Corral, kronos 034054, our new Chief Data Officer. Approved by Roman Sanchez
CITY MANAGER	Sepulveda Denice	Icma Online	7/22/2025	\$ 99.00	ICMA training for Performance based budgeting and for ICMA membership for Guadalupe Corral, kronos 034054, our new Chief Data Officer. Approved by Roman Sanchez
DISTRICT 01	Chavez Alejandra	Eig	7/21/2025	\$ 527.76	This purchase was a 12 month subscription for Constant Contact, which we use for biweekly newsletter and other constituent correspondence communications.
DISTRICT 01	Chavez Alejandra	Eig	7/23/2025	\$ (32.76)	This credit was for the tax exempt reimbursement from the Constant Contact purchase on 7-21-25.
DISTRICT 01	Chavez Alejandra	Dunkin #355708	8/13/2025	\$ 66.56	Donuts and Coffee were purchased for constituents who attended our Connected Communities Neighborhood meeting.
DISTRICT 01	Chavez Alejandra	Texas Municipal League	8/15/2025	\$ 420.00	Registration fee for TML 2025 Conference. Attending this conference serves the municipal purpose of setting the standard for sound governance
DISTRICT 01	Chavez Alejandra	American Air	8/15/2025	\$ 154.97	Roundtrip flight for TML 2025 Conference. Attending this conference serves the municipal purpose of setting the standard for sound governance.
DISTRICT 02	Carlos Diego	Mailchimp	8/3/2025	\$ 26.50	newsletter service
DISTRICT 02	Carlos Diego	Canva* I04597-35631078	8/3/2025	\$ 14.99	graphic design subscription
DISTRICT 03	Jimenez Melody	Premiere Cinema - El P	7/22/2025	\$ 809.80	Movies at the park but indoors for D3 constituents.
DISTRICT 03	Jimenez Melody	La Estrella	7/22/2025	\$ 514.00	Staff shirts with City logo embroidered on

P-Card Transactions

7/22/2025 - 8/20/2025

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 03	Jimenez Melody	Linktree* Linktree	7/24/2025	\$ 9.54	Monthly subscription for Link Tree for community meetings
DISTRICT 03	Maldonado-Rocha Deanna	Eig	8/5/2025	\$ 91.00	Yearly constant contact subscription for newsletter
DISTRICT 03	Maldonado-Rocha Deanna	Dunkin #302466 Q35	8/13/2025	\$ 68.44	Community meeting at sun metro
DISTRICT 03	Maldonado-Rocha Deanna	Canva* I04608-47663353	8/14/2025	\$ 12.99	Monthly subscription for Canva for office use
DISTRICT 04	Trejo Cynthia	Eig	7/22/2025	\$ 1,800.00	Professional services- Software for District 4 Newsletters
DISTRICT 04	Trejo Cynthia	Sams Club #6246	8/8/2025	\$ 188.31	Operating Expenses- Office Supplies
DISTRICT 04	Trejo Cynthia	Canva* I04605-56116723	8/11/2025	\$ 30.00	Professional Services- Software for newsletters
DISTRICT 04	Trejo Cynthia	Samsclub #6502	8/15/2025	\$ 99.00	Mini-Fridge-Office equipment-
DISTRICT 05	Aguilar Mike	The Home Depot #0428	8/6/2025	\$ 798.00	Expenditure approval by council dated 6/10/2025 In support of Pet Pantries at El Paso Public Libraries.
DISTRICT 05	Nino Ivan	Costco Whse #0768	7/23/2025	\$ 324.75	SUPPORT FOR MOVIES AT THE PARK, APPROVED BY RESOLUTION 3/24/2015. Fund: 2205 Division: 10040 Account: 544200 Project: PDIST5MOVIE Activity: OTHER. VERIFIED USE. TAX REIMBURSEMENT ATTACHED.
DISTRICT 05	Nino Ivan	Costco Whse #0768	7/23/2025	\$ 36.44	SUPPORT FOR MOVIES AT THE PARK, APPROVED BY RESOLUTION 3/24/2015. Fund: 2205 Division: 10040 Account: 544200 Project: PDIST5MOVIE Activity: OTHER. VERIFIED USE.
DISTRICT 05	Nino Ivan	Marcos Pizza - 5189	7/25/2025	\$ 41.09	SUPPORT FOR MOVIES AT THE PARK, APPROVED BY RESOLUTION 3/24/2015. Fund: 2205 Division: 10040 Account: 544200 Project: PDIST5MOVIE Activity: OTHER. VERIFIED USE. TAX REIMBURSEMENT ATTACHED.
DISTRICT 05	Nino Ivan	Dollartree	7/25/2025	\$ 23.82	SUPPORT FOR MOVIES AT THE PARK, APPROVED BY RESOLUTION 3/24/2015. Fund: 2205 Division: 10040 Account: 544200 Project: PDIST5MOVIE Activity: OTHER. VERIFIED USE. TAX REIMBURSEMENT ATTACHED.
DISTRICT 06	Maldonado Mariaelena	Samsclub #6502	8/7/2025	\$ 44.98	Table for events hosted by the office.
DISTRICT 06	Maldonado Mariaelena	Sams Club #6502	8/7/2025	\$ 29.94	Otter Pops for Movies at the Park event

P-Card Transactions

7/22/2025 - 8/20/2025

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 06	Maldonado Mariaelena	Big Boy Concessions	8/8/2025	\$ 915.30	Popcorn, paletas, ice cream cart rental, and dry ice for Movies in the Park.
DISTRICT 06	Maldonado Mariaelena	Big Boy Concessions	8/19/2025	\$ (50.00)	refund of ice cream cart rental deposit.
DISTRICT 07	Saucedo Lizette	Gannettnewspprtx-Nm-Co	8/7/2025	\$ 40.00	Newspaper subscription
DISTRICT 08	Rodriguez Alma	The Home Depot #0428	8/6/2025	\$ 399.00	Storage sheds for Library Pet Supply Pantries. El Paso City Council approved expenditure on March 12, 2025 item # 25-373.



Legislation Text

File #: 25-1153, 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
International Bridges, Roberto Tinajero, (915) 212-7509

AGENDA LANGUAGE:

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

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

The request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order(s) to increase contract 2023-0275 Armed Security Guard Services to Nighteyes Protective Services Inc. This change order will increase referenced contract by \$180,000.00 for a total estimated amount not to exceed \$2,971,935.00. This Change Order is to include additional security guard services to the Stanton and Zaragoza international bridges.

Department:	International Bridges
Award to:	Nighteyes Protective Services Inc.
City & State:	El Paso, TX
Current Contract Estimated Award:	\$2,791,935.00
Change Order Amount:	\$180,000.00
Total Estimated Award	\$2,971,935.00
Account(s)	564-3300-64830-522120
Funding Source(s):	Enterprise Funds
District(s):	All

This was a Best Value - Services Contract.

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



REVISED

1:54 pm, Sep 04, 2025

DEPARTMENT: International Bridges
Purchasing & Strategic Sourcing
AGENDA DATE: September 16, 2025
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON NAME: Roberto Tinajero, International Bridges **PHONE NUMBER:** (915) 212-7509
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 2023-0275 Armed Security Guard Services to Nighteyes Protective Services, Inc. This change order will increase referenced contract by \$180,000.00 for a total estimated amount not to exceed \$2,971,935.00.

BACKGROUND / DISCUSSION:

This Change Order is to include additional security guard services to the Stanton and Zaragoza international bridges.

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 April 11, 2023, City Council approved the award of contract 2023-0275 Armed Security Guard Services to Nighteyes Protective Services, Inc., for a three (3) year term and two (2) year-option to extend for a total estimated award of \$2,791,935.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$ 2,971,935.00

Funding Source: Enterprise Funds

Account: 564-3300-64830-522120

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

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


NAME	AMOUNT (\$)
Form was provided to the applicant	N/A

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

DEPARTMENT HEADS:



Roberto Tinajero, International Bridges Director



Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form
Change Order

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

Please place the following item on the Consent Agenda for the City Council Meeting of September 16, 2025.

Award Summary:

The request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order(s) to increase contract 2023-0275 Armed Security Guard Services to Nighteyes Protective Services Inc. This change order will increase referenced contract by \$180,000.00 for a total estimated amount not to exceed \$2,971,935.00. This Change Order is to include additional security guard services to the Stanton and Zaragoza international bridges.

Department:	International Bridges
Award to:	Nighteyes Protective Services Inc.
City & State:	El Paso, TX
Current Contract Estimated Award:	\$2,791,935.00
Change Order Amount:	\$180,000.00
Total Estimated Award	\$2,971,935.00
Account(s)	564-3300-64830-522120
Funding Source(s):	Enterprise Funds
District(s):	All

This was a Best Value – Services Contract.



Legislation Text

File #: 25-1151, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may
include more language after the table. Just make sure all posting language is populated between "TITLE" and "END".*

The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Orders(s) to increase contract 2025-0157 Security Guard Services - Museums and Cultural Affairs Department (MCAD) to Nighteyes Protective Services, Inc. This change order will increase referenced contract by \$295,383.75 for a total amount not to exceed \$1,476,918.75. This change order will provide security guard services to the Mexican American Cultural Center (MACC).

Department:	Museums & Cultural Affairs
Award to:	Nighteyes Protective Services, Inc.
City & State:	El Paso, TX
Current Contract Estimated Amount:	\$1,181,535.00
Change Order Award:	\$295,383.75
Total estimated Amount not to Exceed:	\$1,476,918.75
Account(s):	454-1000-54000-522120 454-1000-54020-522120 454-1000-54030-522120 454-1000-54240-522120
Funding Source(s):	General Fund
District(s):	All

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

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



DEPARTMENT: Museums & Cultural Affairs
Purchasing & Strategic Sourcing
AGENDA DATE: September 16, 2025
PUBLIC HEARING DATE: N/A
CONTACT PERSON NAME: Benjamin Fyffe, Managing Director
Claudia A. Garcia, Director
PHONE NUMBER: (915) 212-1766
PHONE NUMBER: (915) 212-0043
DISTRICT(S) AFFECTED: All

SUBJECT:

The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Orders(s) to increase contract 2025-0157 Security Guard Services – MCAD to Nighteyes Protective Services, Inc. This change order will increase referenced contract by \$295,383.75 for a total amount not to exceed \$1,476,918.75.

BACKGROUND / DISCUSSION:

The change order is to include security guard services to the Mexican American Cultural Center (MACC) location.

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 May 13, 2025 City Council approved the award of contract 2025-0157 Security Guard Services - MCAD to Nighteyes Protective Services, Inc. for a three (3) year term contract for at total amount of \$1,181,535.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,476,918.75

Funding Source: General Fund

Account: 454-1000-54000-522120

454-1000-54020-522120

454-1000-54030-522120

454-1000-54240-522120


REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:


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

NAME	AMOUNT (\$)
Form was provided to the applicant	N/A

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

DEPARTMENT HEAD:


Benjamin Fyffe, Managing Director – Museums & Cultural Affairs


Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form
(Change Order)

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

Please place the following item on the Consent Agenda for the City Council of September 16, 2024.

Award Summary:

The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Orders(s) to increase contract 2025-0157 Security Guard Services – MCAD to Nighteyes Protective Services, Inc. This change order will increase referenced contract by \$295,383.75 for a total amount not to exceed \$1,476,918.75. This change order will provide security guard services to the Mexican American Cultural Center (MACC).

Department:	Museums & Cultural Affairs
Award to:	Nighteyes Protective Services, inc.
City & State:	El Paso, TX
Current Contract Estimated Amount:	\$1,181,535.00
Change Order Award:	\$295,383.75
Total estimated Amount not to Exceed:	\$1,476,918.75
Account(s):	454-1000-54000-522120 454-1000-54020-522120 454-1000-54030-522120 454-1000-54240-522120
Funding Source(s):	General Fund
District(s):	All

This was a Best Value Bid Award - unit price 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

Fernando J. Rodriguez

Business Name

Night Rys Protective Services, Inc.

Agenda Item Type

2025-0157 Security Guard Services - MCAD

Relevant Department

Museums & Cultural Affairs 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: _____

[Handwritten Signature]

August 8, 2025



Legislation Text

File #: 25-1149, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

Planning and Inspections, Saul J. G. Pina, (915) 212-1604

AGENDA LANGUAGE:

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

An Ordinance releasing all conditions placed on property by Ordinance No. 4928, which changed the zoning of Lot 2, Block 34, Mesa Hills Unit Seventeen, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition release request 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: 5662 N. Mesa Street

Applicant: Karla DiPasquale, PZCR25-00002

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



DEPARTMENT: Planning and Inspections

AGENDA DATE: 9/16/25

PUBLIC HEARING DATE: 10/14/25

CONTACT PERSON NAME: Philip F. Etiwe

PHONE NUMBER: (915) 212-1553

2nd CONTACT PERSON NAME: Saul J. G. Pina

PHONE NUMBER: (915) 212-1604

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

An ordinance releasing all conditions placed on property by Ordinance No. 4928 which changed the zoning of Lot 2, Block 34, Mesa Hills Unit Seventeen, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition release request 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: 5662 N. Mesa Street
Applicant: Karla DiPascuale, PZCR25-00002

BACKGROUND / DISCUSSION:

The applicant is requesting to release all conditions imposed by Ordinance No. 4928, dated September 5, 1972, to permit an addition to the existing medical office facility. City Plan Commission recommended 7-0 to approve the proposed condition release on July 17, 2025. As of September 2, 2025, the Planning Division has not received any communication in support or opposition to the condition release request. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

The subject property is located within the Upper Mesa Hills Neighborhood Association, which the applicant contacted. The applicant also conducted additional outreach by contacting the Mesa Hills Neighborhood Association. Public notice was sent to property owners within 300 feet of the subject property on July 3, 2025.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: Philip Fiore

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

ORDINANCE NO. _____

AN ORDINANCE RELEASING ALL CONDITIONS PLACED ON PROPERTY BY ORDINANCE NO. 4928 WHICH CHANGED THE ZONING OF LOT 2, BLOCK 34, MESA HILLS UNIT SEVENTEEN, CITY OF EL PASO, EL PASO COUNTY, TEXAS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the zoning of the property described as *LOT 2, BLOCK 34, MESA HILLS UNIT SEVENTEEN, City of El Paso, El Paso County, Texas*, was changed by Ordinance No. 4928 approved by City Council on SEPTEMBER 5, 1972; and,

WHEREAS, the rezoning was subject to certain zoning conditions, and

WHEREAS, placement of such conditions were necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

WHEREAS, the owner (applicant) submitted an application requesting the removal all of the conditions because these conditions have been satisfied or are current requirement of the City Code; and,

WHEREAS, a public hearing regarding removal of the conditions was held before the City Plan Commission, and the Commission recommended approval of the release of all conditions; and,

WHEREAS, the City Council of the City of El Paso has determined that the release of certain conditions will protect the best interest, health, safety, and welfare of the public in general.

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

That all of the zoning conditions imposed by Ordinance No. 4928 approved by City Council on *SEPTEMBER 5, 1972, RELEASED ON SEPTEMBER 8, 1980 AND LATER AMENDED ON AUGUST 6, 1996*, on the portion of land identified in Exhibit "A" be released because the conditions have been satisfied and are no longer necessary, or are current requirements of the City Code.

Conditions as follows:

1) *NOT MORE THAN 700 APARTMENT UNITS SHALL BE CONSTRUCTED OR MAINTAINED ON THE 47.303 ACRES OF A-O (APARTMENT-OFFICE) ZONED PART OF THE PROPERTY. NO PORTION OF THE LAND SHALL HAVE MORE THAN AN AVERAGE OF 22 APARTMENT UNITS PER ACRE.*

2) *NO BUILDINGS OR PART THEREOF SHALL BE CONSTRUCTED ON THE PROPERTY CLOSER THAN FIFTY (50) FEET TO THE PROPERTY LINE WHICH RUNS ALONG NORTH*

ORDINANCE NO. _____

PZCR25-00002

HQ25-5294|Tran#615561|P&I|JAQ
5662 N. Mesa Zoning Condition Release

Page 1 of 3

MESA STREET, HOWEVER, APPROVED SIGNAGE, MEETING THE REQUIREMENTS OF THE APPROPRIATE ZONING CLASSIFICATION, MAY BE PLACED WITHIN THE FIFTY (50) FOOT SETBACK. ON THE NORTHWESTERLY TWO HUNDRED FIFTY (250) FEET OF THE C-1 ZONED PROPERTY, A CANOPY OR APPURTENANCE SHALL BE PERMITTED TO BE CONSTRUCTED NO CLOSER THAN THIRTY (30) FEET TO THE PROPERTY LINE WHICH RUNS ALONG NORTH MESA STREET.

3(A) C-1 (COMMERCIAL) ZONED PROPERTY: BEFORE CERTIFICATES OF OCCUPANCY AND COMPLIANCE ARE ISSUED FOR ANY BUILDINGS TO BE CONSTRUCTED ON THE PROPERTY, THE OWNERS OF THE PROPERTY WILL, AT THE OWNERS' EXPENSE, FOR THAT PORTION OF THE PROPERTY WHICH IS DEVELOPED, LANDSCAPE THE WESTERLY 15 FEET OF THE PROPERTY ADJACENT TO NORTH MESA STREET, EXCEPT DRIVEWAYS FOR INGRESS AND EGRESS AND EXCEPTING THE NORTHWESTERLY 250 FEET OF THE C-1 ZONED PROPERTY. DESERT OR NATURAL LANDSCAPING SHALL BE PERMITTED. NO VEHICLES SHALL BE ALLOWED TO PARK ON THE WESTERLY 50 FEET OF THE PROPERTY, WHICH IS NOT REQUIRED TO BE LANDSCAPED; HOWEVER, AN ON-SITE DRIVE TO FACILITATE INTERIOR TRAFFIC CIRCULATION MAY BE PERMITTED.

3(B) A-O (APARTMENT-OFFICE) ZONED PROPERTY: BEFORE CERTIFICATES OF OCCUPANCY AND COMPLIANCE ARE ISSUED FOR ANY BUILDING TO BE CONSTRUCTED ON THE PROPERTY, FIRST PARTY WILL, AT ITS EXPENSE FOR THAT PORTION OF THE PROPERTY WHICH IS DEVELOPED, LANDSCAPE THE WESTERLY 25 FEET OF THE PROPERTY ADJACENT TO NORTH MESA STREET. DESERT OR NATURAL LANDSCAPING SHALL BE PERMITTED. NO VEHICLES SHALL BE ALLOWED TO STOP, STAND OR PARK ON THE WESTERLY 25 FEET OF THE PROPERTY, EXCEPT INGRESS AND EGRESS SHALL BE PERMITTED ACROSS THE 25 FEET OF THE PROPERTY AS APPROVED BY THE CITY OF EL PASO CITY COUNCIL.

4) NO BUILDING PERMITS SHALL BE ISSUED FOR CONSTRUCTION ON THE PROPERTY UNTIL SITE DEVELOPMENT PLANS AND ARCHITECTURAL REVIEW OF THE PROPOSED DEVELOPMENT ON THE PROPERTY HAVE BEEN APPROVED BY THE CITY PLAN COMMISSION OF THE CITY OF EL PASO.

ADOPTED this _____ day of _____, 2025.

(Signatures of Following Page)

ORDINANCE NO. _____

HQ25-5294|Tran#615561|P&I|JAQ
5662 N. Mesa Zoning Condition Release

PZCR25-00002

Page 2 of 3

THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____
HQ25-5294|Tran#615561|P&I|JAQ
5662 N. Mesa Zoning Condition Release

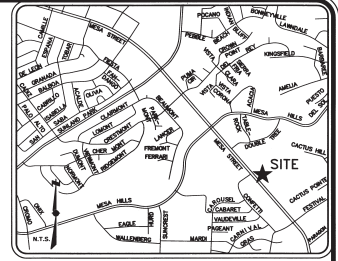
PZCR25-00002

Page 3 of 3

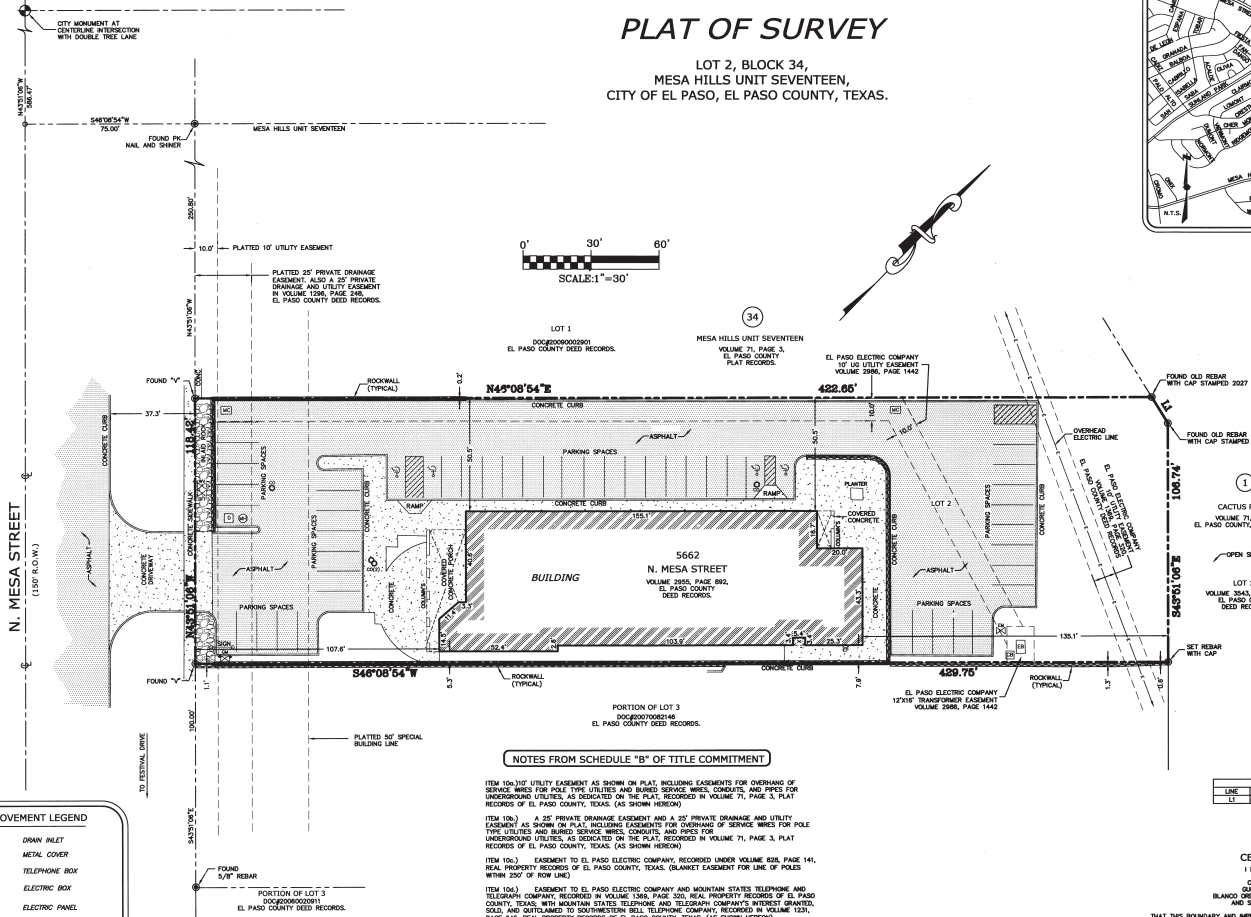
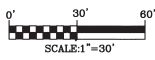
EXHIBIT "A"

PLAT OF SURVEY

LOT 2, BLOCK 34,
MESA HILLS UNIT SEVENTEEN,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.



VICINITY MAP



NOTES FROM SCHEDULE "B" OF TITLE COMMITMENT

ITEM 10a(1) UTILITY EASEMENT AS SHOWN ON PLAT, INCLUDING EASEMENTS FOR OVERHEAD OF SERVICE WIRES FOR POLE TYPE UTILITIES AND BURIED SERVICE WIRES, CONDUITS, AND PIPES FOR UNDERGROUND UTILITIES, AS DEDICATED ON THE PLAT, RECORDED IN VOLUME 71, PAGE 3, PLAT RECORDS OF EL PASO COUNTY, TEXAS, (AS SHOWN HEREON)

ITEM 10b(1) A 25' PRIVATE DRAINAGE EASEMENT AND A 25' PRIVATE DRAINAGE AND UTILITY EASEMENT AS SHOWN ON PLAT, INCLUDING EASEMENTS FOR OVERHEAD OF SERVICE WIRES FOR POLE TYPE UTILITIES AND BURIED SERVICE WIRES, CONDUITS, AND PIPES FOR UNDERGROUND UTILITIES, AS DEDICATED ON THE PLAT, RECORDED IN VOLUME 71, PAGE 3, PLAT RECORDS OF EL PASO COUNTY, TEXAS, (AS SHOWN HEREON)

ITEM 10c(1) EASEMENT TO EL PASO ELECTRIC COMPANY, RECORDED UNDER VOLUME 303, PAGE 141, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS, (BLANKET EASEMENT FOR LINE OF POLES WITHIN 250' OF ROW LINE)

ITEM 10d(1) EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, RECORDED IN VOLUME 1369, PAGE 303, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS, WITH MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY'S INTEREST GRANTED, SOLD, AND OUTLINED TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 1231, PAGE 848, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS, (AS SHOWN HEREON)

ITEM 10e(1) EASEMENT TO EL PASO ELECTRIC COMPANY, RECORDED IN VOLUME 2898, PAGE 1442, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS, (AS SHOWN HEREON)

ITEM 10f(1) (NO SURVEY ITEMS)

ITEM 10g(1) RECONTRACT CONTRACT BETWEEN MESA VISTA, INC. AND THE CITY OF EL PASO, RECORDED IN VOLUME 411, PAGE 214 AMENDED IN VOLUME 853, PAGE 1143 AND PARTIALLY RELEASED IN VOLUME 1139, PAGE 1251, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS, (NO SURVEY ITEMS)

ITEM 10h(1) PRIVATE DRAINAGE AND UTILITY EASEMENTS AS SET OUT IN AFFIDAVIT BETWEEN SCHAEFER DEVELOPMENT COMPANY LIMITED AND MONTWOOD INVESTMENTS LIMITED, RECORDED IN VOLUME 1291, PAGE 244, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS, (AS SHOWN HEREON)

ITEM 10i(1) UNRECORDED LEASE BETWEEN GOR JOINT VENTURE, AS LESSOR (LANDLORD) AND SCHAEFER DEVELOPMENT COMPANY, INC. AS LESSEE (TENANT) AS SET OUT IN SUBORDINATION, NON-POSSESSION, AND ATTACHMENT AGREEMENT DATED 11/16/2003 BETWEEN GOR JOINT VENTURE, SCHAEFER DEVELOPMENT COMPANY, INC. AND JPMORGAN CHASE BANK OF TEXAS, N.A. FILED ON 11/23/2003, RECORDED IN CLERK'S FILE NO. 2003070655, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS, (NO SURVEY ITEMS)

LINE	LENGTH	BEARING
1	13.87	S72°10'25"E

CERTIFICATION

I HEREBY CERTIFY TO:

GOR JOINT VENTURE,
BLANCO ORDONEZ MATA & WALLACE, P.C.
AND STEWART TITLE COMPANY

THAT THIS BOUNDARY AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPILED WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PRACTICES AND TECHNICAL STANDARDS

JOHN A. EBY, R.P.L.S. TX-5372, NM-17779

REVISED 01/05/2015
REVISED 12/23/2014
REVISED 12/19/2014



LOT 2, BLOCK 34,
MESA HILLS UNIT SEVENTEEN,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT RECORD:
VOLUME: 71
PAGE: 3

TITLE CO: STEWART TITLE FILE# 01004-7375 DATED: 01/05/2015
FIRM ZONE: C PANEL# 480214-0027 D DATED: 01/03/1997
DATE OF SURVEY: 11/26/2014 OFFICE: LM FIELD: JAE, AG, JC
PASO DEL NORTE SURVEYING INC. PH: 915-241-1841
13998 BRADLEY ROAD, EL PASO, TEXAS 79938 FAX: 915-855-8925
© COPYRIGHT

IMPROVEMENT LEGEND

- 1 DRAIN INLET
- 2 METAL COVER
- 3 TELEPHONE BOX
- 4 ELECTRIC BOX
- 5 ELECTRIC PANEL
- 6 GAS METER
- 7 BACK FLOW PREVENTER
- 8 ELECTRIC METER
- 9 GUARD POST
- 10 CLEAN OUT
- 11 MANHOLE

NOTE: THIS SURVEY SHOWS EASEMENTS REFLECTED ON SCHEDULE "B" OF THE TITLE COMMITMENT REFERENCED HEREON. FOR THOSE OVERLAPPING WITH THE SURVEY, THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.

5662 N. Mesa

City Plan Commission — July 17, 2025



REZONING

CASE NUMBER:	PZCR25-00002
CASE MANAGER:	Saul J. G. Pina, (915) 212-1604, PinaSJ@elpasotexas.gov
PROPERTY OWNER:	MKD Real Estate, LLC
REPRESENTATIVE:	Fokus on Architecture, Inc.
LOCATION:	5662 N. Mesa Street (District 8)
PROPERTY AREA:	1.17 acres
REQUEST:	To release conditions imposed by Ordinance No. 4928
RELATED APPLICATIONS:	None
PUBLIC INPUT:	No communication received as of July 10, 2025

SUMMARY OF REQUEST: The applicant is requesting to release conditions imposed by Ordinance No. 4928 on the subject property to permit an addition to the existing medical office facility.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the condition release request. This recommendation is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-4, Suburban (Walkable) Future Land Use Designation.

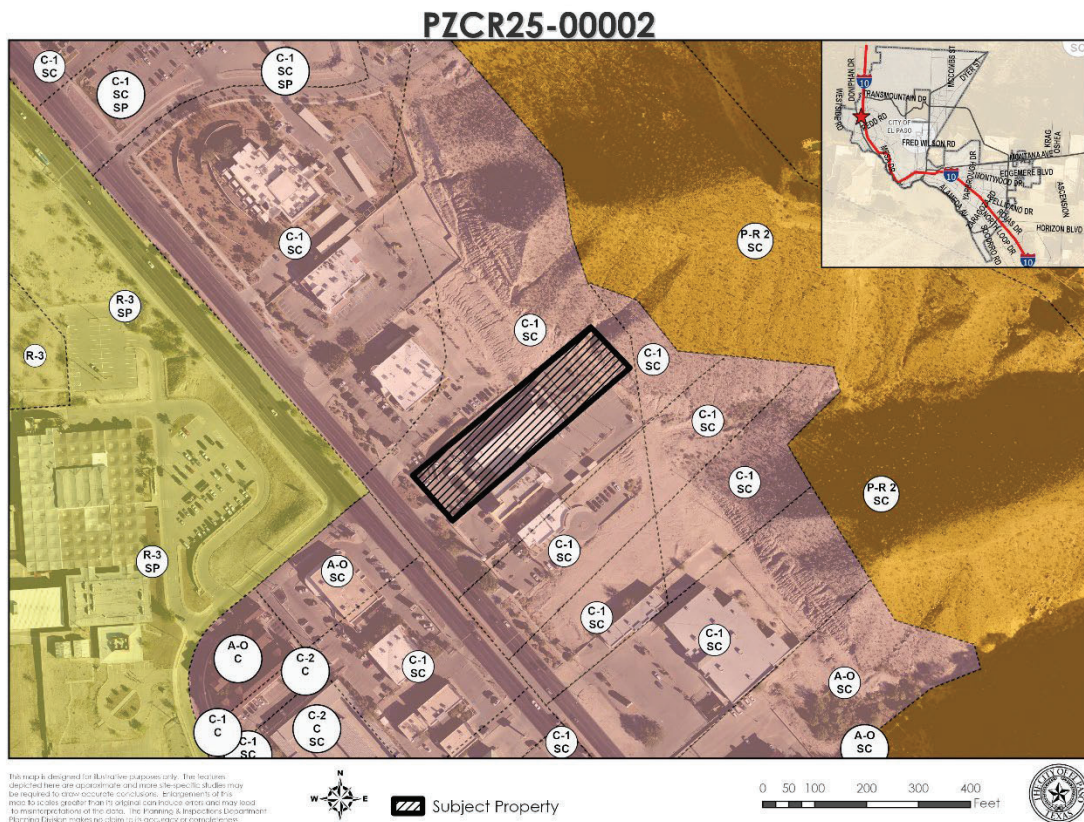


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to release conditions imposed by Ordinance No. 4928, to permit an addition to the existing medical office facility. The subject property is approximately 1.17 acres in size. The conceptual plan shows the facility, with parking, landscape, and a proposed 784 square foot canopy. Main access to the subject property is provided from N. Mesa Street.

PREVIOUS CASE HISTORY: Ordinance 4928, dated September 5, 1972 (attachment 3), changed the zoning of Parcel 1 to C-1 (Commercial) and Parcel 2 to A-O (Apartment-office) and imposed conditions via a special contract, which were released on September 8, 1980 and later amended on August 6, 1996. Applicable conditions are the following:

- 1) *Not more than 700 apartment units shall be constructed or maintained on the 47.303 acres of A-O (Apartment-office) zoned part of the property. No portion of the land shall have more than an average of 22 apartment units per acre.*
- 2) *No buildings or part thereof shall be constructed on the property closer than fifty (50) feet to the property line which runs along North Mesa Street, however, approved signage, meeting the requirements of the appropriate zoning classification, may be placed within the fifty (50) foot setback. On the northwesterly two hundred fifty (250) feet of the C-1 zoned property, a canopy or appurtenance shall be permitted to be constructed no closer than thirty (30) feet to the property line which runs along North Mesa Street.*
- 3(a) *C-1 (Commercial) zoned property: Before Certificates of Occupancy and Compliance are issued for any buildings to be constructed on the property, the owners of the property will, at the owners' expense, for that portion of the property which is developed, landscape the westerly 15 feet of the property adjacent to North Mesa Street, except driveways for ingress and egress and excepting the northwesterly 250 feet of the C-1 zoned property. Desert or natural landscaping shall be permitted. No vehicles shall be allowed to park on the westerly 50 feet of the property, which is not required to be landscaped; however, an on-site drive to facilitate interior traffic circulation may be permitted.*
- 3(b) *A-O (Apartment-office) zoned property: Before certificates of occupancy and compliance are issued for any building to be constructed on the property, First Party will, at its expense for that portion of the property which is developed, landscape the westerly 25 feet of the property adjacent to North Mesa Street. Desert or natural landscaping shall be permitted. No vehicles shall be allowed to stop, stand or park on the westerly 25 feet of the property, except ingress and egress shall be permitted across the 25 feet of the property as approved by the City of El Paso City Council.*
- 4) *No building permits shall be issued for construction on the property until site development plans and architectural review of the proposed development on the property have been approved by the City Plan Commission of the City of El Paso.*

Note: *All conditions are to be released. The conditions have either been satisfied, are current requirements, or are not applicable.*

STAFF ANALYSIS: Staff recommends the release of all conditions as the subject property and neighboring properties are already developed with conditions having been satisfied, current requirements, or are not applicable. The conditions were originally imposed to a large area during the rezoning as means to protect neighboring properties in the area from uncontrolled development. These properties have been developed along Mesa Street, which is a Transit Oriented Development (TOD) corridor with the conditions being in conflict with this classification.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The medical facility is in character with surrounding properties. Furthermore, the proposed condition release will not affect the existing properties and uses. To the north is a medical office, zoned C-1/sc (Commercial/special contract); to the south are medical offices zoned A-O/sc (Apartment/Office/special contract) and C-1/sc (Commercial/special contract); to the east is a restaurant zoned C-1/sc (Commercial/special contract); and to the west is a vacant property zoned R-3 (Residential). The nearest school, Charles Murphree PK-8 School, is 0.86 miles and the nearest park, Galatzan Park, is 1.26 miles in proximity to the subject property.

POLICY – When evaluating whether a proposed condition release is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed change is compatible with the Future Land Use designation for the property:</p> <p>G-4, Suburban (Walkable): This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The existing medical office is compatible with the future land use designation as it integrates with the various types of light-commercial uses buffering apartments and residential dwellings.</p>
<p>Compatibility with Surroundings: The proposed request and the existing zoning district are compatible with those surrounding the site:</p> <p>C-1 (Commercial): The purpose of this district is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.</p>	<p>Yes. The proposed condition release is compatible with the existing surrounding zoning districts. The current commercial zoning permits the use of medical office and other light-commercial uses. The condition release will permit design flexibility and efficient use of the land without limiting landscape and parking requirements.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The property is accessible from Mesa Street, a major arterial designated in the City's Major Thoroughfare Plan. This road's classification is suitable for the development of light-commercial uses.</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small area plans, including land-use maps in those plans.</p>	<p>None. The property is not located within any historic districts nor any other special designation areas.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>None. There are no anticipated adverse impacts. The proposed change will only permit the expansion of the facility without impacting neighboring properties.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>None. The proposed development does not involve green field or environmentally sensitive land or arroyo disturbance.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>Yes. The area is stable with no changes in zoning.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>None.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Primary access is provided from Mesa Street, which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate for the existing medical office use. Furthermore, Mesa Street is a Transit-Oriented Development (TOD) corridor, with the site currently accessible by bicycle, pedestrian, and public transit, including Brio and regular bus service. The closest bus stop is located approximately 0.07 miles from the site.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from the reviewing departments.

PUBLIC COMMENT: The subject property is located within the Upper Mesa Hills Neighborhood Association. The applicant also conducted additional outreach by contacting the Mesa Hills Neighborhood Association. Public notice was sent to property owners within 300 feet of the subject property on July 3, 2025. As of July 10, 2025, the Planning Division has not received any communication in support of or opposition to the 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:

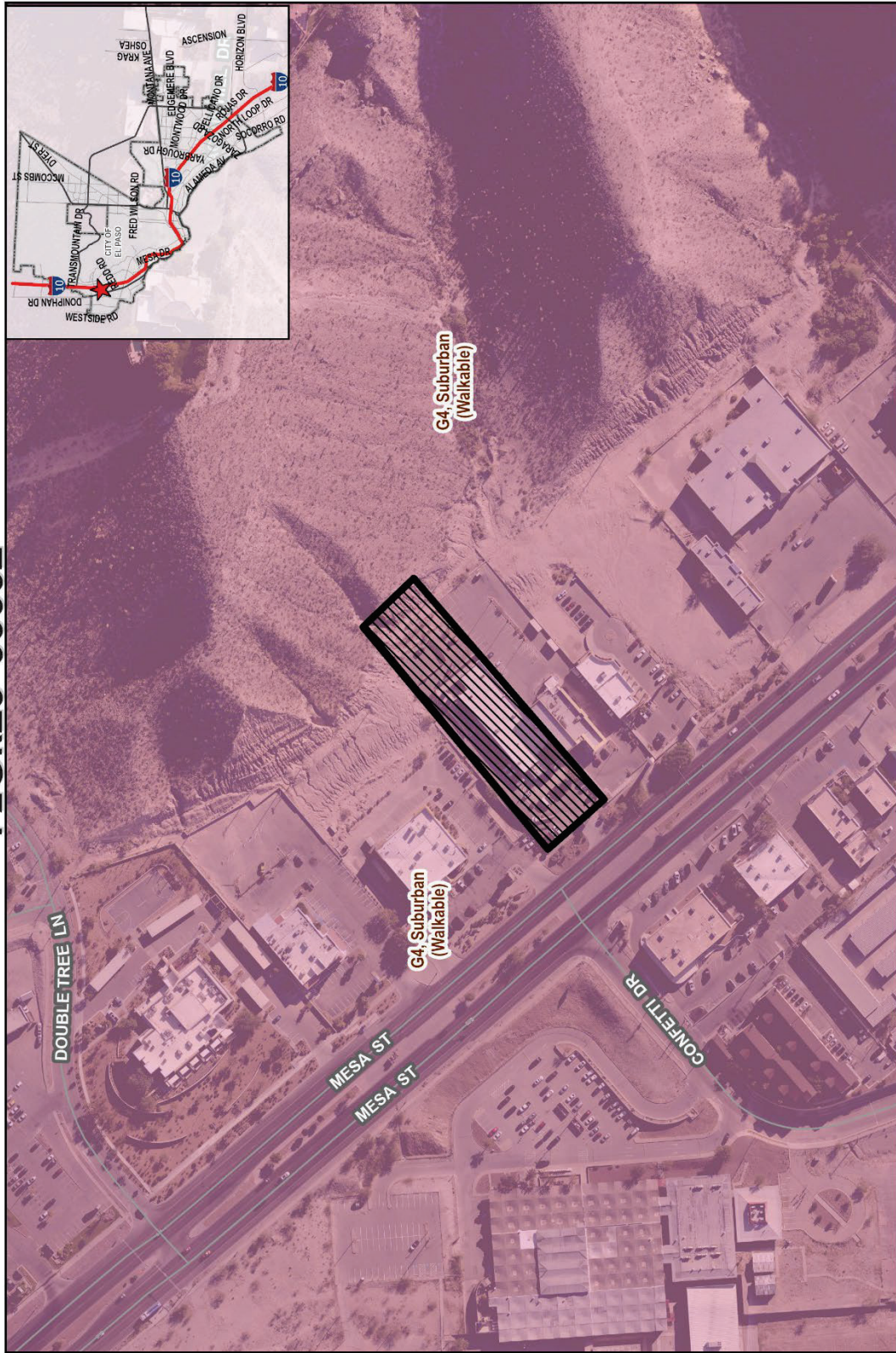
1. **Recommend Approval** of the condition release request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
2. **Recommend Approval of the condition release 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 condition release request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Plan
3. Ordinance No. 16385
4. Department Comments
5. Neighborhood Notification Boundary Map

ATTACHMENT 1

PZCR25-00002

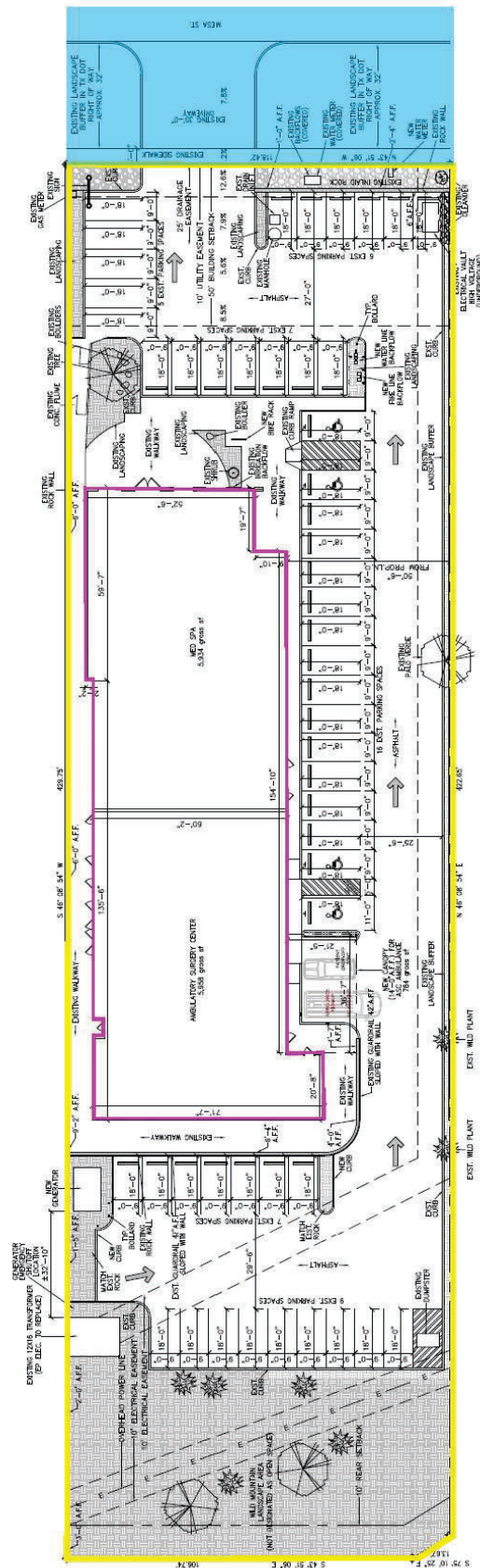


Subject Property



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.

ATTACHMENT 2



ATTACHMENT 3

8/31/12
City Clerk R.H.G.
ADOPTED
Date 9/17/12
City Clerk R.H.G.
505 8 1103
25 130 1103
OK

AN ORDINANCE CHANGING THE ZONING OF PORTIONS OF TRACTS 2A AND 2F, A. F. MILLER SURVEY 215, AND A PORTION OF TRACT 1A, A. F. MILLER SURVEY, THE PENALTY BEING AS PROVIDED IN SECTION 25-10 OF THE EL PASO CITY CODE

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

That the zoning of portions of Tracts 2A and 2F, A. F. Miller Survey 215 and a portion of Tract 1A, A. F. Miller Survey 216, as more particularly described below, be changed as indicated within the meaning of the Zoning Ordinance, and the zoning map of the City be revised accordingly:

Parcel #1 - C-1 Zoning

A portion of A. F. Miller Survey 215, more particularly described by metes and bounds as follows, to wit:

From a point, said point being the intersection of the westerlymost right of way line of Mesa Street with the centerline of Festival Drive; thence North 46° 06' 00" East a distance of 150.00 feet to a point lying in the easterlymost right of way line of Mesa Street; thence North 43° 54' 00" West along said easterlymost right of way line a distance of 1717.84 feet to the point of beginning;

Thence North 43° 54' 00" West along said easterlymost right of way line a distance of 1459.68 feet;

Thence North 46° 06' 00" East a distance of 201.31 feet;

Thence 80.00 feet along the arc of a curve to the left whose interior angle is 10° 47' 28", whose radius is 424.74 feet and whose chord bears North 40° 42' 16" East a distance of 78.88 feet;

Thence 79.76 feet along the arc of a curve to the right whose interior angle is 10° 47' 28", whose radius is 423.51 feet and whose chord bears North 40° 42' 16" East a distance of 79.65 feet;

Thence 534.34 feet along the arc of a curve to the right whose interior angle is 56° 16' 00", whose radius is 544.12 feet and whose chord bears North 74° 14' 00" East a distance of 513.13 feet;

Thence South 77° 38' 00" East a distance of 460.48 feet;

Thence 350.58 feet along the arc of a curve to the left whose interior angle is 32° 44' 21", whose radius is 613.53 and whose chord bears North 85° 59' 50" East a distance of 345.33 feet;

Thence 166.11 feet along the arc of a curve to the right whose interior angle is $20^{\circ} 46' 16''$, whose radius is 458.20 feet and whose chord bears North $80^{\circ} 00' 47''$ East a distance of 165.20 feet;

Thence 33.70 feet along the arc of a curve to the right whose interior angle is $96^{\circ} 33' 07''$, whose radius is 20.00 feet and whose chord bears South $41^{\circ} 19' 31''$ East a distance of 29.85 feet;

Thence South $6^{\circ} 57' 02''$ West a distance of 92.14 feet;

Thence 279.86 feet along the arc of a curve to the right whose interior angle is $58^{\circ} 08' 44''$, whose radius is 275.77 feet and whose chord bears South $36^{\circ} 01' 24''$ West a distance of 268.01 feet;

Thence South $65^{\circ} 05' 46''$ West a distance of 420.33 feet;

Thence 539.94 feet along the arc of a curve to the left whose interior angle is $93^{\circ} 35' 28''$, whose radius is 330.55 feet and whose chord bears South $18^{\circ} 18' 02''$ West a distance of 481.88 feet;

Thence South $28^{\circ} 29' 42''$ East a distance of 120.50 feet;

Thence 348.93 feet along the arc of a curve to the right whose interior angle is $74^{\circ} 35' 42''$, whose radius is 268.01 feet and whose chord bears South $8^{\circ} 48' 09''$ West a distance of 324.80 feet;

Thence South $46^{\circ} 06' 00''$ West a distance of 20.00 feet to the point of beginning and containing in all 26.045 acres of land more or less.

Parcel #2 - A-O Zoning

A portion of A. F. Miller Survey 215 and a portion of A. F. Miller Survey 216, El Paso County, Texas, more particularly described by metes and bounds, to wit:

From a point, said point being the intersection of the westerlymost right of way line of Mesa Street with the centerline of Festival Drive; thence North $46^{\circ} 06' 00''$ East a distance of 150.00 feet to a point lying in the easterlymost right of way line of Mesa Street; thence North $43^{\circ} 54' 00''$ West along said easterlymost right of way line a distance of 30.00 feet to the point of beginning;

Thence North $43^{\circ} 54' 00''$ West along said easterlymost right of way line a distance of 1627.84 feet;

Thence North $46^{\circ} 06' 00''$ East a distance of 20.00 feet;

Thence 427.04 feet along the arc of a curve to the left whose interior angle is $74^{\circ} 35' 42''$, whose radius is 328.01 feet and whose chord bears North $8^{\circ} 48' 09''$ East a distance of 397.51 feet;

Thence North $28^{\circ} 29' 42''$ West a distance of 120.50 feet;

Thence 441.93 feet along the arc of a curve to the right whose interior angle is $93^{\circ} 35' 28''$, whose radius is 270.55 feet and whose chord bears North $18^{\circ} 18' 02''$ East a distance of 394.41 feet;

Thence North 65° 05' 46" East a distance of 245.00 feet;
 Thence South 44° 28' 34" East a distance of 603.62 feet;
 Thence South 71° 38' 19" East a distance of 492.05 feet;
 Thence South 51° 52' 37" East a distance of 283.47 feet;
 Thence South 44° 24' 34" East a distance of 342.96 feet;
 Thence South 46° 06' 06" West a distance of 367.76 feet;
 Thence South 44° 07' 24" East a distance of 496.02 feet;
 Thence South 64° 34' 47" West a distance of 85.00 feet;
 Thence 267.42 feet along the arc of a curve to the left whose interior angle is 18° 28' 47", whose radius is 829.12 feet and whose chord bears South 55° 20' 24" West a distance of 266.26 feet;
 Thence South 46° 06' 00" West a distance of 517.00 feet to the point of beginning, containing in all 47.303 acres of land, more or less.

PASSED AND APPROVED this 17th day of September,

1972.

[Signature]
 Mayor

ATTEST:

[Signature]
 City Clerk

I CERTIFY THAT THE FOLLOWING ZONING MAPS
 HAVE BEEN REVISED: Joe Henderson
 10-24-72 COUNCIL
 10-24-72 ORIGINAL
 10-24-72 Blair Dusseldorf
 10-25-72 CONTROL [Signature]
 10-24-72 EDP

I certify that the zoning map has been revised to
 reflect the amendment of ordinance #4928
 By [Signature] Date 10-25-72

CONTRACT

This contract, made this 5th day of September, 1972, by and between Mesa Vista, Inc., a corporation, First Party; Charles H. Leavell, H. D. Fulwiler, and Dutchie Boyd, James Egbert Boyd, Jan Boyd Blackwell and Donald P. Bandy (as Independent Executors of the Estate of William E. Boyd, deceased), and Times Enterprises, Inc., a corporation, Second Parties; and the City of El Paso, Third Party, WITNESSETH:

First Party has applied to the City of El Paso for rezoning of portions of Tracts 2A and 2F, A. F. Miller Survey 215 and a portion of Tract 1A, A. F. Miller Survey 216, all in the City of El Paso, El Paso County, Texas, such property being more particularly described in Ordinance No. 4928, now pending before the City Council of the City of El Paso, a copy of which is marked "Exhibit A", attached hereto and made a part hereof by reference.

In order to remove certain objections to such rezoning, First Party covenants that if the property is zoned as indicated in the attached ordinance, it shall be subject to the following restrictions, conditions and covenants:

1. No apartments shall be permitted on the C-1 (commercial) zoned part of the property.

2. Not more than 700 apartment units shall be constructed or maintained on the 47.303 acres of A-O (apartment-office) zoned part of the property. No portion of the land shall have more than an average of 22 apartment units per acre.

3. No building, structure or part thereof shall be constructed on the property closer than 50 feet to the property line which runs along North Mesa Street, except on the northwesterly 250 feet of the C-1 zoned property, a canopy or appurtenance shall be permitted to be constructed no closer than 30 feet to the property line which runs along North Mesa Street.

4 (a). C-1 (commercial) zoned property: Before certificates of occupancy and compliance are issued for any buildings to be constructed on the property, First Party will, at its expense for that portion of the property which is developed, landscape the westerly 50 feet of the property adjacent to North Mesa Street, except the northwesterly 250 feet of the C-1 zoned property. Desert or natural landscaping shall be permitted. No vehicles shall be allowed to stop, stand or park on the westerly 50 feet of the property; however, such 50 feet may be used for utility services, such as water, sewer and gas mains, and electrical services.

4 (b). A-O (apartment-office) zoned property: Before certificates of occupancy and compliance are issued for any buildings to be constructed on the property, First Party will, at its expense for that portion of the property which is developed, landscape the westerly 25 feet of the property adjacent to North Mesa Street. Desert or natural landscaping shall be permitted. No vehicles shall be allowed to stop, stand or park on the westerly 25 feet of the property, except ingress and egress shall be permitted across the 25 feet of property as approved by the City of El Paso City Council.

5. No building permits shall be issued for construction on the property until site development plans and architectural review of the proposed development on the property have been approved by the City Plan Commission of the City of El Paso.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Party, Second Parties and their successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

Second Parties, the holders of recorded liens on the above property, consent to the placing of the above restrictions on the property.

Witness the following signatures and seals:

ATTEST:

MESA VISTA, INC., a corporation

Elayne B. Honess
Elayne B. Honess, Ass't Sec.

By Harry W. Buckley
Harry W. Buckley, President

Charles H. Leavell
Charles H. Leavell

H. D. Fulwiler
H. D. Fulwiler

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends **Approval** of the condition release as the current conditions are not necessary or applicable for the proposed construction to the medical office.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend Approval: No comments on the condition release.

Planning and Inspections Department – Land Development

Recommend Approval with condition:

1. TXDOT review and approval are required of the proposed subdivision for drainage and access requirements at the time of grading permit.
2. Any modification of the existing condition on the “wild mountain area” (Existing berm / detention pond) mentioned in the detailed site development plan, a grading (drainage) permit is required.

Streets and Maintenance Department

Traffic and Transportation Engineering:

No objections to application.

Street Lights Department:

Do not object to this request.

Mesa St. is a Texas Department of Transportation (TXDOT) right-of-way (ROW).

Street Lights Department requires that all projects that involve a roadway are to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

For the development of a project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

City of El Paso Codes to be followed:

*Title 19 - 19.16.010 - Streetlighting.

**18.18.190 – Submission contents.

*** 19.02.040 Criteria for approval.

Contract Management Section:

1. Indicate that any damaged structure must be restored to same or better condition, this goes for asphalt, concrete, manholes, or water valves. Follow DSC and City of El Paso Municipal Codes as applicable for all proposed and improvements on the project.
2. Indicate that any infrastructure that is on city right of way must be done as per Design Standards for Construction and Municipal Code

Environment Services

No comments to provide. If construction requires a Traffic Control Permit, please provide a copy in order prevent any disruption of Sun Metro Transit services and operations.

El Paso Water

EPWater-PSB does not object to this request.

Mesa Street is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Mesa Street right-of-way requires written permission from TxDOT.

Water:

There is an existing 24-inch diameter water transmission main that extends along Mesa St., located approximately 2-feet north of the south right-of-way line. No direct service connections are allowed to this main as per EPWater-PSB Rules and Regulations.

There is an existing 12-inch diameter water main that extends along an existing 25-foot PSB easement north of and parallel to Mesa Street. This main is available for service.

There is an existing 12-inch diameter water main that extends along Mesa St., located approximately 73-feet north of the south right-of-way line. This main is available for service.

Previous water pressure reading from fire hydrant #02707, located on Mesa St. fronting 5664 Mesa St., has yielded a static pressure of 140 psi, a residual pressure of 130 psi, and a discharge of 1,113 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 existing 1½-inch service, with service address of 5662 N. Mesa St.

Sanitary Sewer:

There is an existing 12-inch diameter sanitary sewer main that extends along an existing 25-foot PSB easement north of and parallel to Mesa Street. This main is available for service.

General:

No building, reservoir, structure, parking stalls, trees, 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. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign, or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater requires access to the proposed water, 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 additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EP Water-SW reviewed the property described above and provided the following comments:

- What is the purpose of removing the restrictions imposed by an ordinance? Do they plan to expand? If so

the comment below applies.

- 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.

El Paso County 911 District

The 911 District has no comments or concerns.

Texas Department of Transportation

No TxDOT comments as there appears to be no work affecting the ROW.

Texas Gas Service

In reference to case PZCR25-00002 - 5662 N Mesa St, Texas Gas has a service line at 5662 N Mesa St.

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 Electric

No comments for 5662 N Mesa St.

Sun Metro

No comments received.

El Paso County Water Improvement District No. 1

No comments received.

Police Department

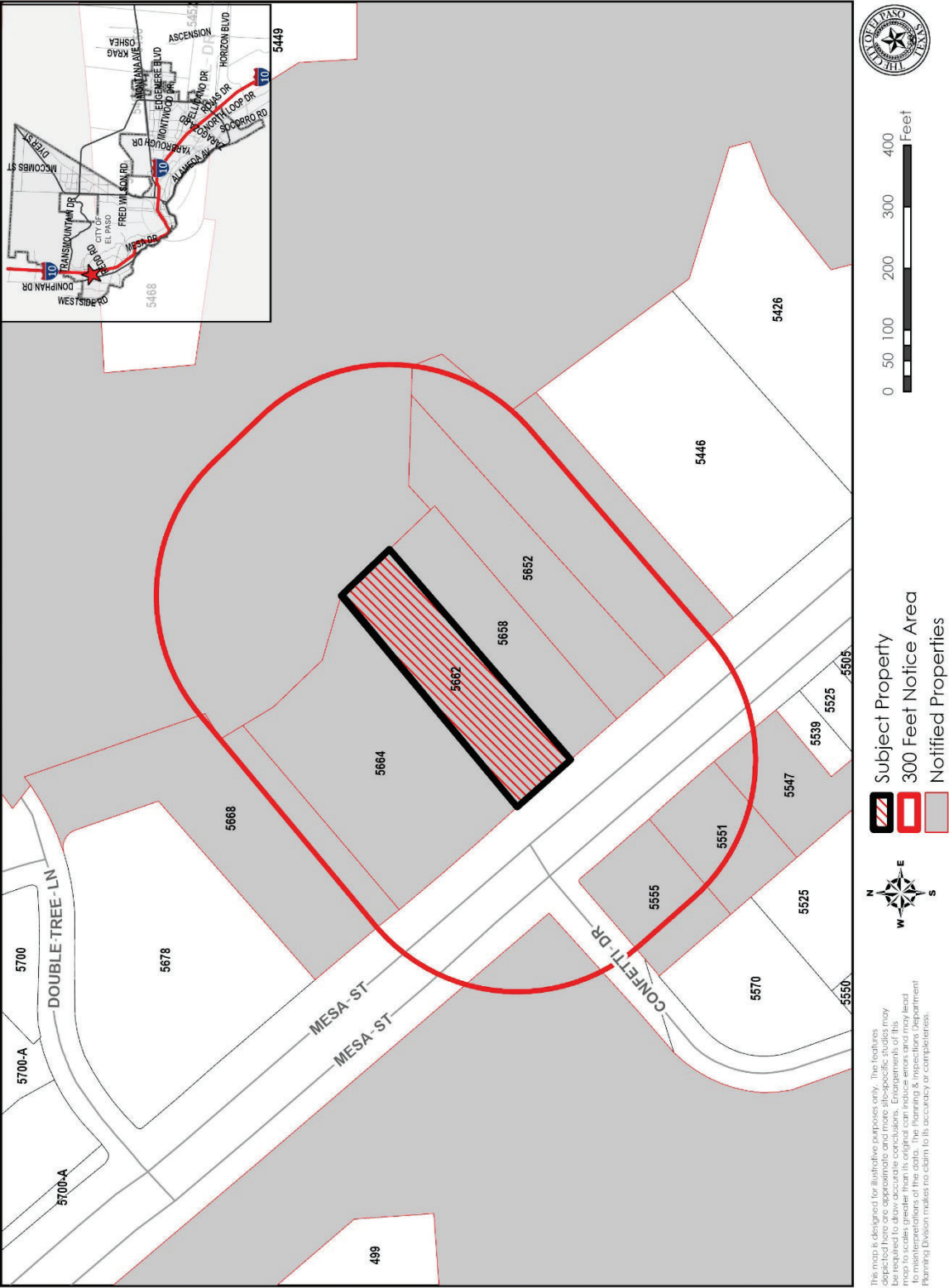
No comments received.

Fire Department

No comments provided.

ATTACHMENT 5

PZCR25-00002



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name _____

Business Name _____

Agenda Item Type _____

Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8	Chris Canales	0

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____

Date: _____

04/30/2025



Legislation Text

File #: 25-1154, 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) 212-1556

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 Provisions and Definitions), by amending Article II (Definitions) Section 20.02.464 (HUD-Code Manufactured Home (Manufactured Home)) in order to comply with the updated zoning notification requirements in accordance with Senate Bill 1341 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:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: Philip Tiive

(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 PROVISIONS AND DEFINITIONS), BY AMENDING ARTICLE II (DEFINITIONS) SECTION 20.02.464 (HUD-CODE MANUFACTURED HOME (MANUFACTURED HOME)) IN ORDER TO COMPLY WITH THE UPDATED ZONING NOTIFICATION REQUIREMENTS IN ACCORDANCE WITH SENATE BILL 1341 OF THE TEXAS 89TH LEGISLATIVE SESSION. THE PENALTY IS AS PROVIDED IN 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Senate Bill 1341 (“SB 1341”) was enacted on June 9, 2025 by the Texas 89th Legislative Session, with an effective date of September 1, 2025; and

WHEREAS, SB 1341 seeks to update the current statute to reflect innovations in the manufactured housing industry and make adjustments recognizing other changes in technology and process; and

WHEREAS, this Ordinance amends Title 20 (Zoning) of the El Paso City Code to comply with SB 1341.

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 Provisions) Article II (Definitions), Section 20.02.464 (Hud-Code Manufactured Home (Manufactured Home)) is replaced as follows:

20.02.464 HUD-code manufactured home (manufactured home) has the meaning assigned by 42 U.S.C. Section 5402(6) and means a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary and complies with the standards established under this chapter; and except that such term shall not include any self-propelled recreational vehicle. The term does not include a recreational vehicle as defined by 24 C.F.R. Section 3282.15(b).

Section 2. 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

SB 1341 Update

Formatted: Centered

20.02.464 HUD-code manufactured home (manufactured home).

"HUD-code manufactured home (manufactured home)" has the meaning assigned by 42 U.S.C. Section 5402(6) and means a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary and complies with the standards established under this chapter; and except that such term shall not include any self-propelled recreational vehicle. ~~means a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems.~~ The term does not include a recreational vehicle as defined by 24 C.F.R. Section 3282.15(b)~~3282.8(g)~~.

(Ord. 16653 § 2 (part), 2007)



Legislation Text

File #: 25-1155, 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) 212-1556

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 20.10 (Supplemental Use Regulations), Section 20.10.270 (Home Occupation Uses), Subsection 20.10.270 B.14. to include No-Impact Home Businesses as an exception to home occupation licensing requirements.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: Philip Tiive

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 20 (ZONING), CHAPTER 20.10 (SUPPLEMENTAL USE REGULATIONS), SECTION 20.10.270 (HOME OCCUPATION USES), SUBSECTION 20.10.270 B.14. TO INCLUDE NO-IMPACT HOME BUSINESSES AS AN EXCEPTION TO HOME OCCUPATION LICENSING REQUIREMENTS.

WHEREAS, on June 12, 2025, the Governor of Texas signed House Bill 2464 into law which relates to the authority of a municipality to regulate certain home-based business; and

WHEREAS, City Code 20.10.270 is the relevant code that regulates home occupation uses in the City of El Paso and requires an update to adhere to the aforementioned law.

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

Section 1. That Title 20 (Zoning), Chapter 20.10 (Supplemental Use Regulations), Section 20.10.270 (Home Occupation Uses), Subsection 20.10.270 B.14. is hereby amended to read as follows:

14. A no-impact home-based business as defined in Section 229.902 of the Local Government Code.

Section 2. 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.

CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

(Signatures Continued on Next Page)

APPROVED AS FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip Etiwe, Director
Planning & Inspections



Legislation Text

File #: 25-1156, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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 20.04 (Administrative Provisions), by amending Article VI (Changes and Amendments) Section 20.04.460 (Protest Procedure) and Article VII (Public Hearings) Section 20.04.520 (Notice) in order to comply with the updated zoning notification requirements in accordance with House Bill 24 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: 9/16/25

PUBLIC HEARING DATE: 10/14/25

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 20.04 (Administrative Provisions), by amending Article VI (Changes and Amendments) Section 20.04.460 (Protest Procedure) and Article VII (Public Hearings) Section 20.04.520 (Notice) in order to comply with the updated zoning notification requirements in accordance with House Bill 24 of the Texas 89th Legislative Session. The penalty is as provided in 20.24 of the El Paso City Code.

BACKGROUND / DISCUSSION:

House Bill 24 was adopted as part of the 89th Texas Legislature, with this Bill modifying the notification requirements for changes to the zoning code or map. This item is modifying the El Paso City Code to comply with the State Law. The City Plan Commission recommended approval of this change on August 14, 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 Fave

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 20 (ZONING), CHAPTER 20.04 (ADMINISTRATIVE PROVISIONS), BY AMENDING ARTICLE VI (CHANGES AND AMENDMENTS) SECTION 20.04.460 (PROTEST PROCEDURE) AND ARTICLE VII (PUBLIC HEARINGS) SECTION 20.04.520 (NOTICE) IN ORDER TO COMPLY WITH THE UPDATED ZONING NOTIFICATION REQUIREMENTS IN ACCORDANCE WITH HOUSE BILL 24 OF THE TEXAS 89TH LEGISLATIVE SESSION. THE PENALTY IS AS PROVIDED IN 20.24 OF THE EL PASO CITY CODE.

WHEREAS, House Bill 24 (“HB 24”) was enacted on June 6, 2025 by the Texas 89th Legislative Session, with an effective date of September 1, 2025; and

WHEREAS, HB 24 seeks to return property rights to landowners in the protest process for proposed zoning changes by explicitly exempting comprehensive zoning changes from that process, limiting the scope of the process and modernizing the law; and

WHEREAS, this Ordinance amends Title 20 (Zoning) of the El Paso City Code to update zoning notices provisions and procedures as required by HB 24.

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

Section 1. That Title 20 (Zoning), Chapter 20.04 (Administrative Provisions) Article VI (Changes and Amendments), Section 20.04.460 (Protest Procedure) is replaced as follows:

20.04.460 Protest procedure.

In case of a protest, the procedure outlined in and the law set out in Section 211.0061 of the Texas Local Government Code, and as amended, shall be applicable.

Section 2. That Title 20 (Zoning), Chapter 20.04 (Administrative Provisions) Article VII (Public Hearings), Section 20.04.520 (Notice) is replaced as follows:

20.04.520 Notice.

Where a public hearing is required by State law, notice shall be given in the manner specified below:

- A. Content of Notice. Required mailed notices and notices by publication shall include the date, time, and place of the hearing, a description of the subject matter of the hearing and the body holding the hearing. The mailed notices shall be in the form of a standard letter or a postcard and shall include the information in both English and Spanish. The postcard shall be a minimum size of 5.5 inches by 8.5 inches. Required on-site posting of notice shall be as specified in subsection B.2.d. of this section.

- B. Provision of Notice. Notice will be given in the following manner and as per Chapter 2.102 of this Code, as applicable:
1. In all cases, by mail to the applicant, or owner of the property that is subject of the application, if different;
 2. On applications for special permits, amendments to zoning conditions and amendments to the district map, additional notice shall be given as follows:
 - a. Notice of hearing before the city plan commission shall be given to all owners of real property by mail, as indicated by the most recently approved municipal tax roll within three hundred feet of the lot line of the subject property.
 - i. In addition to notice given to the owners of the real property within three hundred feet of the lot line of the subject property, if a multifamily dwelling is located on any parcel of real property within the three hundred feet of the lot line of the subject property, notice shall be provided to the property manager of the multifamily dwelling.
 - b. When applications for special permits, amendments to zoning conditions, and amendments to the district map involve a personal wireless service facility (PWSF) or public utility facility, notice of hearing before the city plan commission shall be given by mail to all owners of real property, as indicated by the most recently approved municipal tax roll within five hundred feet of the lot line of the subject property.
 - i. In addition to notice given to the owners of the real property within five hundred feet of the lot line of the subject property, if a multifamily dwelling unit is located on any parcel of real property within the five hundred feet of the lot line of the subject property, notice shall be provided to the property manager of the multifamily dwelling.
 - ii. The applicant for a special permit, an amendment to zoning conditions, or an amendment to the district map involving a public utility facility is responsible for providing the required notice and for all costs of providing the required notice. The applicant shall provide written documentation to the city that the required notices have been provided unless the applicant has requested that the city provide the notices of the hearing and reimburses the city for all its expenses upon receipt of a city invoice.
 - c. Notice of hearing before the city council shall be given as follows:
 - i. On first reading—by publication in a newspaper of general circulation in the city and posted on the City’s website, not less than fifteen days prior to the day

of the public hearing and posted in accordance with provisions of Chapter 551 of the Texas Government Code (the Texas Open Meetings Act).

ii. The published notice shall contain:

1. The name of the property owner(s) requesting the special permits, amendments to zoning conditions, or amendments to the district map;
2. The legal description of the property or the physical address assigned to the property; if no address has been assigned, the notice shall contain the name and block number of the street(s), if any, abutting the property for which the special permit, amendment to zoning conditions, or amendment to the district map has been requested, and
3. An electronic link on the city's website containing the city council agendas at which the application will be introduced and the identified public hearing date at which the application will be considered.

d. On-site posting of notice by an applicant is required for parcels of one acre or more in size. The on-site posting of notice shall comply with the following:

i. Location. The notice should be placed on the proposed site so that it is clearly visible and legible from each right-of-way abutting the property.

1. The sign(s) shall be placed perpendicular to the street frontage and be double sided.
2. One sign per right-of-way shall be required. However, if a property identified in an application is separated by a right-of-way, on-site postings shall be required on each side of the property divided by the right-of-way.
3. Required signage shall be made of durable material. Signage shall be properly anchored to the ground with at least two posts, a building, a fence, or a wall. The top of the text portion of such signage shall be a minimum of five feet above ground.

ii. Duration of Posting. On-site posting shall be continuous until final city council action on the application. Posting shall commence at least fifteen days prior to the date of the first public hearing at the city plan commission. The applicant shall provide a digital or printed photograph to the city showing that all required signage has been properly placed on the property. Failure to provide such photograph proving compliance with signage requirements shall result in postponement of the application until such time as a photograph is received.

Any sign required by this provision shall be removed no later than ten days after final action on the application. Posting is continuous so long as lost, stolen, or vandalized signage is replaced within five days following the mailing of a letter to the applicant by the city notifying the applicant that the sign has been lost, stolen, or vandalized.

iii. Size and Content. A sign area with a minimum width of eight feet and a minimum height of four feet shall be required. The sign shall provide a caption stating "Location of Proposed Rezoning (or other type of application). Public Hearings are Scheduled. Please Call (telephone number provided by the planning official." The caption shall also be provided in Spanish. The caption shall be a minimum of four-inch bolded block in black lettering and appear on a light green background.

3. On applications for amendments to the text of this chapter, notice of hearing before the city plan commission shall be posted in accordance with provisions of Chapter 551 of the Texas Government Code (the Texas Open Meetings Act).

4. Notice of hearing before the city council shall be as follows:

On first reading—by publication in a newspaper of general circulation in the city and posted on the City's website, not less than fifteen days prior to the day of the public hearing and posted in accordance with provisions of Chapter 551 of the Texas Government Code (the Texas Open Meetings Act);

5. On appeals or applications to the zoning board of adjustment, notice of time, place and purpose of hearing before the board shall be given by letter or postcard not less than ten days prior to the date of hearing to the owners of real property, as indicated by the most recently approved municipal tax roll within two hundred feet of the area to be considered.

Section 3. 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

ATTEST:

Renard U. Johnson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln

Senior Assistant Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director

Planning & Inspections Department

20.04.460 Protest procedure.

In case of a protest, the procedure outlined in and the law set out in Section 211.006~~1(d)~~ of the Texas Local Government Code, ~~2006 Edition~~ and as amended, shall be applicable.

(Ord. 16653 § 2 (part), 2007)

20.04.520 Notice.

Where a public hearing is required by State law, notice shall be given in the manner specified below:

- A. Content of Notice. Required mailed notices and notices by publication shall include the date, time, and place of the hearing, a description of the subject matter of the hearing and the body holding the hearing. The mailed notices shall be in the form of a standard letter or a postcard and shall include the information in both English and Spanish. The postcard shall be a minimum size of 5.5 inches by 8.5 inches. Required on-site posting of notice shall be as specified in subsection B.2.d. of this section.
- B. Provision of Notice. Notice will be given in the following manner and as per Chapter 2.102 of this Code, as applicable:
 - 1. In all cases, by mail to the applicant, or owner of the property that is subject of the application, if different;
 - 2. On applications for special permits, amendments to zoning conditions and amendments to the district map, additional notice shall be given as follows:
 - a. Notice of hearing before the city plan commission shall be given to all owners of real property by mail, as indicated by the most recently approved municipal tax roll within three hundred feet of the lot line of the subject property.
 - i. In addition to notice given to the owners of the real property within three hundred feet of the lot line of the subject property, if a multifamily dwelling is located on any parcel of real property within the three hundred feet of the lot line of the subject property, notice shall be provided to the property manager of the multifamily dwelling.
 - b. When applications for special permits, amendments to zoning conditions, and amendments to the district map involve a personal wireless service facility (PWSF) or public utility facility, notice of hearing before the city plan commission shall be given by mail to all owners of real property, as indicated by the most recently approved municipal tax roll within five hundred feet of the lot line of the subject property.
 - i. In addition to notice given to the owners of the real property within five hundred feet of the lot line of the subject property, if a multifamily dwelling unit is located on any parcel of real property within the five hundred feet of the lot line of the subject property, notice shall be provided to the property manager of the multifamily dwelling.
 - ii. The applicant for a special permit, an amendment to zoning conditions, or an amendment to the district map involving a public utility facility is responsible for providing the required notice and for all costs of providing the required notice. The applicant shall provide written documentation to the city that the required notices have been provided unless the applicant has requested that the city provide the notices of the hearing and reimburses the city for all its expenses upon receipt of a city invoice.
 - c. Notice of hearing before the city council shall be given as follows:
 - i. On first reading—by publication in a ~~newspaper of~~ [newspaper of](#) general circulation in the city [and posted on the City's website](#), not less than fifteen days prior to the day of the public hearing and posted in accordance with

provisions of Chapter 551 of the Texas Government Code (the Texas Open Meetings Act).

- ii. The published notice shall contain:
 - 1. The name of the property owner(s) requesting the special permits, amendments to zoning conditions, or amendments to the district map;
 - 2. The legal description of the property or the physical address assigned to the property; if no address has been assigned, the notice shall contain the name and block number of the street(s), if any, abutting the property for which the special permit, amendment to zoning conditions, or amendment to the district map has been requested, and
 - 3. An electronic link on the city's website containing the city council agendas at which the application will be introduced and the identified public hearing date at which the application will be considered.
- d. On-site posting of notice by an applicant is required for parcels of one acre or more in size. The on-site posting of notice shall comply with the following:
 - i. Location. The notice should be placed on the proposed site so that it is clearly visible and legible from each right-of-way abutting the property.
 - 1. The sign(s) shall be placed perpendicular to the street frontage and be double sided.
 - 2. One sign per right-of-way shall be required. However, if a property identified in an application is separated by a right-of-way, on-site postings shall be required on each side of the property divided by the right-of-way.
 - 3. Required signage shall be made of durable material. Signage shall be properly anchored to the ground with at least two posts, a building, a fence, or a wall. The top of the text portion of such signage shall be a minimum of five feet above ground.
 - ii. Duration of Posting. On-site posting shall be continuous until final city council action on the application. Posting shall commence at least fifteen days prior to the date of the first public hearing at the city plan commission. The applicant shall provide a digital or printed photograph to the city showing that all required signage has been properly placed on the property. Failure to provide such photograph proving compliance with signage requirements shall result in postponement of the application until such time as a photograph is received. Any sign required by this provision shall be removed no later than ten days after final action on the application. Posting is continuous so long as lost, stolen, or vandalized signage is replaced within five days following the mailing of a letter to the applicant by the city notifying the applicant that the sign has been lost, stolen, or vandalized.
 - iii. Size and Content. A sign area with a minimum width of eight feet and a minimum height of four feet shall be required. The sign shall provide a caption stating "Location of Proposed Rezoning (or other type of application). Public Hearings are Scheduled. Please Call (telephone number provided by the planning official)." The caption shall also be provided in Spanish. The caption

shall be a minimum of four inch bolded block in black lettering and appear on a light green background.

~~iv. — Zoning Validity. Any otherwise properly enacted zoning classification shall not be invalidated by failure to comply with these on-site posting requirements.~~

3. On applications for amendments to the text of this chapter, notice of hearing before the city plan commission shall be posted in accordance with provisions of Chapter 551 of the Texas Government Code (the Texas Open Meetings Act).
4. Notice of hearing before the city council shall be as follows:

On first reading—by publication in a newspaper of general circulation in the city and posted on the City's website, not less than fifteen days prior to the day of the public hearing and posted in accordance with provisions of Chapter 551 of the Texas Government Code (the Texas Open Meetings Act);

5. On appeals or applications to the zoning board of adjustment, notice of time, place and purpose of hearing before the board shall be given by letter or postcard not less than ten days prior to the date of hearing to the owners of real property, as indicated by the most recently approved municipal tax roll within two hundred feet of the area to be considered.

(Ord. 16653 § 2 (part), 2007)

(Ord. No. 17442, § 12, 10-26-2010; Ord. No. 18105, § 1, 12-17-2013; Ord. No. 19016, § 1, 1-7-2020)



Legislation Text

File #: 25-1107, Version: 3

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

Parks and Recreation, Pablo Caballero, (915) 212-0092

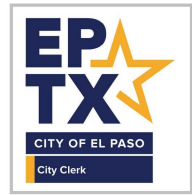
City Attorney's Office, Jesus Quintanilla, (915) 212-0033

AGENDA LANGUAGE:

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

An Ordinance amending Title 13 (Streets, Sidewalks, and Public Places), Chapter 13.24 (City Parks and Recreation Areas), Section 13.24.090 (Motor Vehicles) and Section 13.24.010 (Creation and Purpose of Parks and Recreation Department; Definitions; and Sale of Goods and Services) to allow motor vehicles to drive and park at Lincoln Park for permitted Cultural Events with a penalty as provided by Section 13.24.220.

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



DEPARTMENT: Parks and Recreation Department

AGENDA DATE: 9/3/25

PUBLIC HEARING DATE: 9/16/25

CONTACT PERSON NAME: Pablo Caballero

PHONE NUMBER: 1-915-212-0092

2nd CONTACT PERSON NAME: Jesus Quintanilla

PHONE NUMBER: 1-915-212-0033

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

Goal 4

SUBGOAL:

SUBJECT:

Discussion and Action on an Ordinance amending Title 13 (Streets, Sidewalks, and Public Places), Chapter 13.24 (City Parks and Recreation Areas), Section 13.24.090 (Motor Vehicles) and Section 13.24.010 (Creation and Purpose of Parks and Recreation Department; Definitions; and Sale of Goods and Services) to allow motor vehicles to drive and park at Lincoln Park for permitted Cultural Events.

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

8/12/25 Motion to Direct the City Manager and City Attorney to amend the Parks Ordinance to allow for parking at Lincoln Park during Cultrual Events

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 13 (STREETS, SIDEWALKS, AND PUBLIC PLACES), CHAPTER 13.24 (CITY PARKS AND RECREATION AREAS), SECTION 13.24.090 (MOTOR VEHICLES) AND SECTION 13.24.010 (CREATION AND PURPOSE OF PARKS AND RECREATION DEPARTMENT; DEFINITIONS; AND SALE OF GOODS AND SERVICES) TO ALLOW MOTOR VEHICLES TO DRIVE AND PARK AT LINCOLN PARK FOR PERMITTED CULTURAL EVENTS WITH A PENALTY AS PROVIDED BY SECTION 13.24.220.

WHEREAS, Lincoln Park, also known as “Chicano Park,” has a rich history of celebrating the Chicano culture in the City of El Paso; and

WHEREAS, on August 12, 2025, City Council directed the City Manager and City Attorney to amend the parks ordinance to allow for parking at Lincoln Park during cultural events and to include provisions that require event organizers to be financially responsible for any and all damage, repair, and necessary maintenance as a result of these events; and

WHEREAS, City Code Chapter 13.24 is the relevant Chapter of the Code that regulates use of motor vehicles on city parks and trails.

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

Section 1. That Title 13 (Streets, Sidewalks, and Public Places), Chapter 13.24 (City Parks and Recreation Areas), Section 13.24.090 (Motor Vehicles) is hereby amended to read as follows:

“A. No person shall drive, or ride in or on, any motor vehicle, four-wheeler, all-terrain vehicle, motorcycle, go cart, dirt bike, or any other similar motorized device except for a motorized wheelchair, in any city park or trail, except licensed vehicles may drive or travel on streets that are graded or surfaced for vehicular travel and of sufficient width for use by the vehicle. This section shall not apply to the following persons when engaged in the performance of their duties: peace officers, ambulance operators or attendants, physicians, employees of the city, employees of a public utility company, or persons under contract with the city performing construction, maintenance, or other necessary work in city park or a trail.

B. Subsection A restrictions do not apply to Cultural Events at Lincoln Park if an event organizer meets the following criteria:

1. Event organizer provides to the City Manager or designee a certificate of insurance for general liability coverage or other financial security deemed acceptable by the City Manager or designee. If providing insurance, event organizer will also provide a copy

of the insurance policy which lists Lincoln Park as a covered location on the dates of the event and listing the City of El Paso as a certificate holder. If providing other financial security, event organizer shall provide a copy of such financial security documentation; and

2. Event organizer provides the City Manager or designee with a list of all participating vehicles that will be driven or parked on Lincoln Park and proof of automobile liability coverage for each vehicle. Alternatively, event organizer may provide proof of automobile liability insurance to the City on the same general liability certificate of insurance. Event Organizer may also provide other automobile financial security documentation deemed acceptable by the City Manager or designee; and
3. Event organizer participates in a walkthrough of Lincoln Park with Parks and Recreation staff at least two weeks prior to Cultural Event to avoid areas of Lincoln Park that may be extra sensitive to parking or driving to include, but not be limited to, the irrigation system; and
4. Event organizer shall cooperate with Parks staff to appropriately drive and park at designated spaces on Lincoln Park on the dates of the Cultural Event.
5. Event organizer will provide material that will prevent oil leakage from causing environmental harm to Lincoln Park. Event organizer and Parks staff shall agree on acceptable means and material to prevent leakage of motor vehicle oil or other fluid from causing environmental harm.

Section 2. That Title 13 (Streets, Sidewalks, and Public Places), Chapter 13.24 (City Parks and Recreation Areas), Section 13.24.010 (Creation and Purpose of Parks and Recreation Department; Definitions; and Sale of Goods and Services) Subsection B be amended to read as follows:

“B. Definitions. The following definitions apply to these terms as used in this chapter.

1. "Alcoholic beverage" means alcohol or any beverage containing alcohol that is capable of being used for beverage purposes, either alone or when diluted, including but not limited to beer, wine, distilled spirits and mixed beverages containing alcohol.
2. "Amusement device" means any item that is temporarily installed for the purpose of playing on, including but not limited to climbing walls, dunking booths or inflatable items such as jumping balloons, slides, castles and similar items and temporary playground equipment.
3. "Appeals official" means the city manager or a deputy city manager as designated by the city manager.
4. "City park" means any property in the city that is designated, set aside or operated by the city for public recreational purposes, whether dedicated or developed as a park or

- not, or that is located in any street right-of-way and is maintained as public open space, including all buildings, recreation facilities, playgrounds, parking lots, driveways, pathways, trails and other areas within a park, to include Scenic Drive. Designation of property as a city park pursuant to this subsection is solely for the purposes of identifying areas governed by this chapter and shall not be construed to be a dedication of any property as a park.
5. "Cultural Event" means an event that celebrates Cesar Chavez Day, Lincoln Park Day, Cinco De Mayo, 16th of September, Dia de Los Muertos, Dia de La Virgen de Guadalupe. A Cultural Event may take place on an extra day either immediately preceding or immediately succeeding one of the aforementioned days if planned on the weekend. A Cultural Event includes a lowrider event organized by a local organization. Council may, by resolution, approve another event as a Cultural Event.
 6. "Department" means the parks and recreation department.
 7. "Director" means the director of the parks and recreation department or a designee.
 8. "Facility" shall have the meaning as defined in Section [13.24.200](#).
 9. "Identifiable area" means a building, a shelter, a fenced athletic field, or other area subject to controlled ingress and egress as determined by the director.
 10. "Roadway" means the portion of a street, alley or highway designed or ordinarily used for vehicular travel.
 11. "Security guard or officer" means a uniformed private security guard who is duly licensed as provided in the Texas Occupations Code, or a uniformed peace officer.
 12. "Sidewalk" means all portions of a street, alley or highway between the curblines, or the lateral lines of the roadway and the adjacent boundary lines, whether or not the same have been improved for pedestrian travel.
 13. "Stand" means any structure, machine, box, table, container, vessel, vehicle, utility, post or pole, traffic control signs or signals, building or any other thing located, placed, stopped or allowed to remain upon, over or along any city park or street, sidewalk, alley, square, or public right of way abutting a city park or Scenic Drive.
 14. "Street," "alley," or "highway" means the entire width between the boundary lines of every publicly maintained way when any part thereof is open to the use of the public for purposes of vehicular or pedestrian travel, to include but not be limited to the roadway and the sidewalk.

Section 3. Except as herein amended, Title 13 (Streets, Sidewalks, and Public Places) 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 FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Pablo Caballero, Director
Parks and Recreation

13.24.010 - Creation and purpose of parks and recreation department; definitions; and sale of goods and services. Subsection B.

B. Definitions. The following definitions apply to these terms as used in this chapter.

1. "Alcoholic beverage" means alcohol or any beverage containing alcohol that is capable of being used for beverage purposes, either alone or when diluted, including but not limited to beer, wine, distilled spirits and mixed beverages containing alcohol.
2. "Amusement device" means any item that is temporarily installed for the purpose of playing on, including but not limited to climbing walls, dunking booths or inflatable items such as jumping balloons, slides, castles and similar items and temporary playground equipment.
3. "Appeals official" means the city manager or a deputy city manager as designated by the city manager.
4. "City park" means any property in the city that is designated, set aside or operated by the city for public recreational purposes, whether dedicated or developed as a park or not, or that is located in any street right-of-way and is maintained as public open space, including all buildings, recreation facilities, playgrounds, parking lots, driveways, pathways, trails and other areas within a park, to include Scenic Drive. Designation of property as a city park pursuant to this subsection is solely for the purposes of identifying areas governed by this chapter and shall not be construed to be a dedication of any property as a park.
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7. "Director" means the director of the parks and recreation department or a designee.
8. "Facility" shall have the meaning as defined in Section 13.24.200.
9. "Identifiable area" means a building, a shelter, a fenced athletic field, or other area subject to controlled ingress and egress as determined by the director.
10. "Roadway" means the portion of a street, alley or highway designed or ordinarily used for vehicular travel.

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11. "Security guard or officer" means a uniformed private security guard who is duly licensed as provided in the Texas Occupations Code, or a uniformed peace officer.

12. "Sidewalk" means all portions of a street, alley or highway between the curblines, or the lateral lines of the roadway and the adjacent boundary lines, whether or not the same have been improved for pedestrian travel.

13. "Stand" means any structure, machine, box, table, container, vessel, vehicle, utility, post or pole, traffic control signs or signals, building or any other thing located, placed, stopped or allowed to remain upon, over or along any city park or street, sidewalk, alley, square, or public right of way abutting a city park or Scenic Drive.

14. "Street," "alley," or "highway" means the entire width between the boundary lines of every publicly maintained way when any part thereof is open to the use of the public for purposes of vehicular or pedestrian travel, to include but not be limited to the roadway and the sidewalk.

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13.24.090 - Motor vehicles.

A. No person shall drive, or ride in or on, any motor vehicle, four-wheeler, all-terrain vehicle, motorcycle, go cart, dirt bike, or any other similar motorized device except for a motorized wheelchair, in any city park or trail, except licensed vehicles may drive or travel on streets that are graded or surfaced for vehicular travel and of sufficient width for use by the vehicle.

~~Provided this~~ This section shall not apply to the following persons when engaged in the performance of their duties: ~~Peacepeace~~ officers, ambulance operators or attendants, physicians, employees of the city, employees of a public utility company, or persons under contract with the city performing construction, maintenance, or other necessary work in city park or a trail.

B. Subsection A restrictions do not apply to Cultural Events at Lincoln Park if an event organizer meets the following criteria:

1. Event organizer provides to the City Manager or designee a certificate of insurance for general liability coverage or other financial security deemed acceptable by the City Manager or designee. If providing insurance, event organizer will also provide a copy of the insurance policy which lists Lincoln Park as a covered location on the dates of the event and listing the City of El Paso as a certificate holder. If providing other financial security, event organizer shall provide a copy of such financial security documentation; and

2. Event organizer provides the City Manager or designee with a list of all participating vehicles that will be driven or parked on Lincoln Park and proof of automobile liability coverage for each vehicle. Alternatively, event organizer may provide proof of automobile liability insurance to the City on the same general liability certificate of insurance. Event Organizer may also provide other automobile financial security documentation deemed acceptable by the City Manager or designee; and

3. Event organizer participates in a walkthrough of Lincoln Park with Parks and Recreation staff at least two weeks prior to Cultural Event to avoid areas of Lincoln Park that may be extra sensitive to parking or driving to include, but not be limited to, the irrigation system; and

4. Event organizer shall cooperate with Parks staff to appropriately drive and park at designated spaces on Lincoln Park on the dates of the Cultural Event.

5. Event organizer will provide material that will prevent oil leakage from causing environmental harm to Lincoln Park. Event organizer and Parks staff shall agree on acceptable means and material to prevent leakage of motor vehicle oil or other fluid from causing environmental harm.



Legislation Text

File #: 25-1168, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 4

Economic and International Development, Karina Brascalla, (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 authorizing the City Manager to sign a First Amendment to Entitlement Agreement between the City of El Paso ("City"), a Texas home rule municipal corporation, and FSW Investments, LP, a Texas limited partnership ("FSW Parent"), FSW Investments I, LP, a Texas limited partnership ("FSW I"), FSW Investments II, LP, a Texas limited partnership ("FSW II"), FSW Investments III, LP, a Texas limited partnership ("FSW III"), FSW Investments IV, LP, a Texas limited partnership ("FSW IV"), FSW Investments V, LP, a Texas limited partnership ("FSW V"), FSW Investments VI, LP, a Texas limited partnership ("FSW VI"), FSW Investments VII, LP, a Texas limited partnership ("FSW VII"), FSW Investments VIII, LP, a Texas limited partnership ("FSW VIII"), FSW Investments IX, LP, a Texas limited partnership ("FSW IX"), FSW Investments X, LP, a Texas limited partnership ("FSW X" and together with FSW Parent, FSW I, FSW II, FSW III, FSW IV, FSW V, FSW VI, FSW VII, FSW VIII, and FSW IX, "FSW") and Scarborough ELP Development, LLC, a Texas limited liability company, (together with FSW, the "Owner") to add a definition for an "Exclusion Parcel" to accommodate the development of a State of Texas facility.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:


PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: 

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

RESOLUTION

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

That the City Manager is authorized to sign a First Amendment to Entitlement Agreement between the City of El Paso ("City"), a Texas home rule municipal corporation, and **FSW Investments, LP**, a Texas limited partnership ("FSW Parent"), **FSW Investments I, LP**, a Texas limited partnership ("FSW I"), **FSW Investments II, LP**, a Texas limited partnership ("FSW II"), **FSW Investments III, LP**, a Texas limited partnership ("FSW III"), **FSW Investments IV, LP**, a Texas limited partnership ("FSW IV"), **FSW Investments V, LP**, a Texas limited partnership ("FSW V"), **FSW Investments VI, LP**, a Texas limited partnership ("FSW VI"), **FSW Investments VII, LP**, a Texas limited partnership ("FSW VII"), **FSW Investments VIII, LP**, a Texas limited partnership ("FSW VIII"), **FSW Investments IX, LP**, a Texas limited partnership ("FSW IX"), **FSW Investments X, LP**, a Texas limited partnership ("FSW X" and together with FSW Parent, FSW I, FSW II, FSW III, FSW IV, FSW V, FSW VI, FSW VII, FSW VIII, and FSW IX, "FSW") and **Scarborough ELP Development, LLC**, a Texas limited liability company, (together with FSW, the "Owner") to add a definition for an "Exclusion Parcel" to accommodate the development of a State of Texas facility.

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:



Karina Brasgalla, Director
Economic and International Development

THE STATE OF TEXAS)

COUNTY OF EL PASO)

FIRST AMENDMENT TO

ENTITLMENT AGREEMENT

THIS FIRST AMENDMENT TO THE ENTITLED AGREEMENT (“First Amendment”) is made by and between the **City of El Paso, Texas** (the “City”), a Texas home rule municipal corporation, and **FSW Investments, LP**, a Texas limited partnership (“FSW Parent”), **FSW Investments I, LP**, a Texas limited partnership (“FSW I”), **FSW Investments II, LP**, a Texas limited partnership (“FSW II”), **FSW Investments III, LP**, a Texas limited partnership (“FSW III”), **FSW Investments IV, LP**, a Texas limited partnership (“FSW IV”), **FSW Investments V, LP**, a Texas limited partnership (“FSW V”), **FSW Investments VI, LP**, a Texas limited partnership (“FSW VI”), **FSW Investments VII, LP**, a Texas limited partnership (“FSW VII”), **FSW Investments VIII, LP**, a Texas limited partnership (“FSW VIII”), **FSW Investments IX, LP**, a Texas limited partnership (“FSW IX”), **FSW Investments X, LP**, a Texas limited partnership (“FSW X” and together with FSW Parent, FSW I, FSW II, FSW III, FSW IV, FSW V, FSW VI, FSW VII, FSW VIII, and FSW IX, “FSW”) and **Franklin Mountain Communities, LLC**, a Texas limited liability company, formerly known as Scarborough ELP Development, LLC, a Texas limited liability company (“FMC” and together with FSW, the “Owner”). The City and Owner are individually referred to as a “Party” and are collectively referred to as the “Parties.”

RECITALS

WHEREAS, on March 30, 2020, City and FSW entered into an Entitlement Agreement (“Agreement”), a copy of which is available on record with the City of El Paso City Clerk’s Office for 2,313 acres of property more particularly described in the Agreement (“Property”); and

WHEREAS, the Property is subject to the Northeast Master Zoning Plan prepared by Kimley Horn and approved on March 17, 2020, by Ordinance No. 019038 (“Zoning Plan”); and

WHEREAS, Section 5 of the Agreement requires that the Developer establish Development Standards for the Property and record those Development Standards in Covenants, Conditions and Restrictions (“CC&R’s”); and

WHEREAS, Sections 5 and 31 of the Agreement require that the Property be developed in accordance with applicable City Regulations; and

WHEREAS, the City has determined that the Agreement will ensure that the City grows in an orderly manner in order to protect the health, safety and welfare of the City's present and future citizens; preserve the environment; enhance property values; and provide for the expansion of the City's tax base; and

WHEREAS, the State of Texas desires to construct a regional facility for state offices, including, but not limited to, the Texas Department of Public Safety (“State Facility”) on a 45-acre portion of the Property, more particularly described on Exhibit A-1, attached hereto (“Exclusion Parcel”); and

WHEREAS, the State Facility is an investment in the City that will greatly enhance and improve local law enforcement services in the region; and

WHEREAS, the Owner is currently developing Pod 1 in the Agreement, and the Exclusion Parcel is located in Pod 3; and

WHEREAS, the Agreement provides for the payment of incentives to the Owner to facilitate the MMD's obligations to construction and maintain public improvements on the Property on behalf of the City; and

WHEREAS, Owner and City desire to amend the Agreement to facilitate the development of the State Facility and revise the incentive commencement date for Pod 3 to not commence with the construction of the State Facility and confirm the Parties' obligations under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Section 2, Definitions, is modified to add the following section in its entirety:

TT. "Exclusion Parcel" is the 45-acre site shown on Exhibit A-1 which is included within the "Property" and subject to the "Development Standards" and all other obligations, except for purposes of calculating the "Available TIRZ Revenue". Completion of Construction by the State of Texas shall not trigger the 25-year reimbursement period within Pod 3.

2. The Parties acknowledge and agree that a survey is being prepared and will replace the drawing currently provided as a part of Exhibit A-1. Upon completion, said survey shall be attached and made a part of Exhibit A-1. No further action shall be required of the Parties to include said survey as part of this Amendment. Said survey shall be automatically incorporated herein by this reference and shall be a legally binding part of this Amendment.
3. Except as expressly amended in this First Amendment, the Agreement remains in full force and effect and the obligations and rights of the Owner and City under the Agreement will remain as provided therein.
4. The Effective Date of this First Amendment is the date that the City Council of the City of El Paso approves this First Amendment.

(Signatures begin on following page.)

IN WITNESS WHEREOF, the Parties have executed this First Amendment.

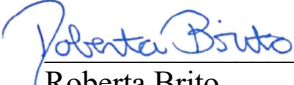
CITY OF EL PASO

Dionne L. Mack
City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



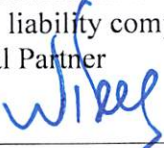
Roberta Brito
Senior Assistant City Attorney

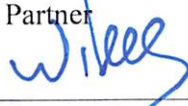
APPROVED AS TO CONTENT:

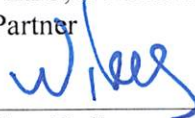



Karina Brasgalla, Director
Economic and International Development

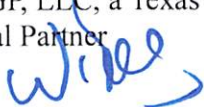
(Additional signatures continue on following pages.)

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By: FSW Investments Management, LLC, a Texas
limited liability company
Its: General Partner
By: 
William Kell
Its: Chief Operating Officer

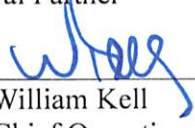
FSW INVESTMENTS I, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner
By: 
William Kell
Its: Chief Operating Officer

FSW INVESTMENTS II, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner
By: 
William Kell
Its: Chief Operating Officer

FSW INVESTMENTS III, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner
By: 
William Kell
Its: Chief Operating Officer

FSW INVESTMENTS IV, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner
By: 
William Kell
Its: Chief Operating Officer

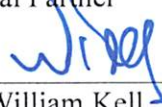
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By: FSW GP, LLC, a Texas limited liability company
Its: General Partner

By: 
William Kell
Its: Chief Operating Officer

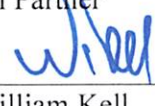
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Its: General Partner

By: 
William Kell
Its: Chief Operating Officer

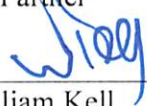
FSW INVESTMENTS VII, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner

By: 
William Kell
Its: Chief Operating Officer

FSW INVESTMENTS VIII, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner

By: 
William Kell
Its: Chief Operating Officer

FSW INVESTMENTS IX, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner

By: 
William Kell
Its: Chief Operating Officer

FSW INVESTMENTS X, LP, a Texas limited partnership
By: FSW GP, LLC, a Texas limited liability company
Its: General Partner

By: 
William Kell
Its: Chief Operating Officer

FRANKLIN MOUNTAIN COMMUNITIES, LLC, a Texas
limited liability company

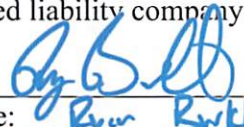
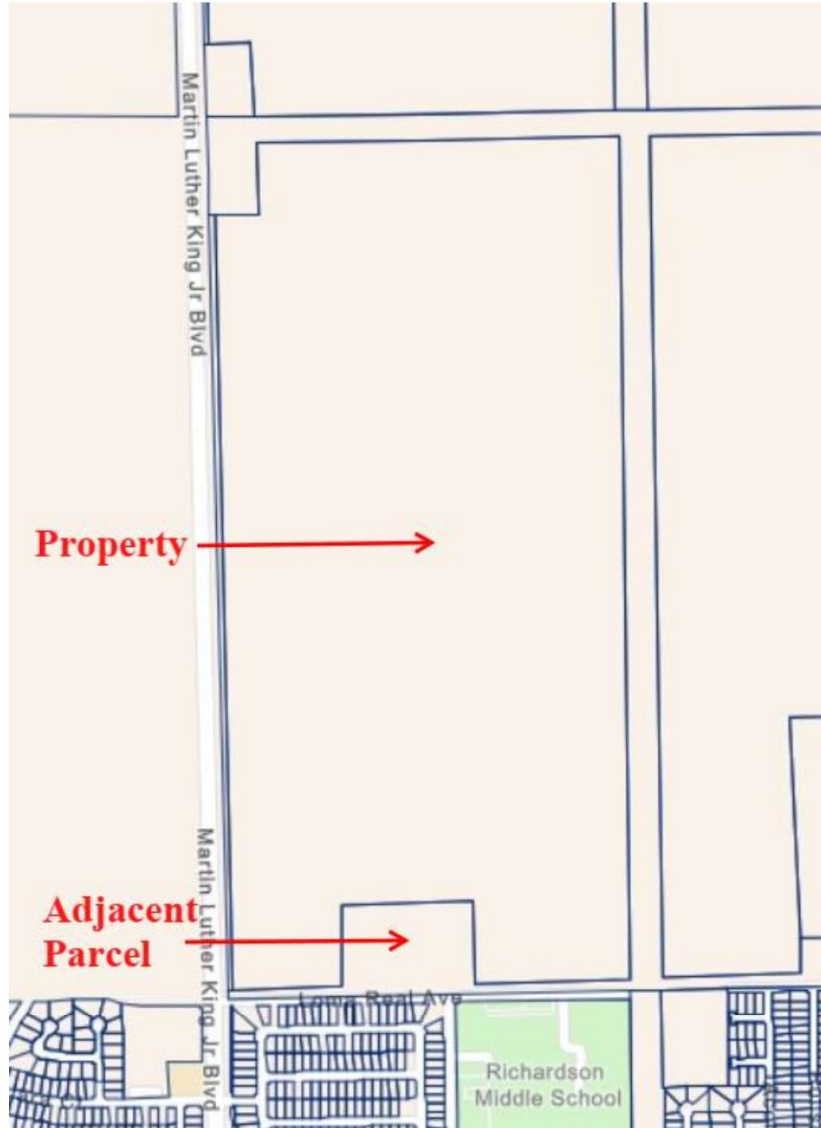
By: 
Name: Ryan Burkhardt
Its: President

EXHIBIT A-1

A tract of land containing approximately 45.00 acres located on the corner of Martin Luther King, Jr. Boulevard and Loma Real Avenue, El Paso County, El Paso, Texas 79934, A PORTION OF 81 TSP 1 SEC 19 T & P SURV SECTION 19 TRACT 1-B (273.0173 AC), as shown or more fully described on second page of this Exhibit A-1, attached hereto and incorporated herein by reference for all purposes.

Exhibit "A"





Legislation Text

File #: 25-1179, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Members of the City Council, Representative Ivan Niño, (915) 212-0005

AGENDA LANGUAGE:

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

Discussion and action directing the City Manager and City Attorney to return within 60 days with recommendations for establishing a City of El Paso Adopt-a-Street Program.

This program would give schools, neighborhood associations, civic groups, businesses, and other organizations the opportunity to partner with the City to keep El Paso's streets clean. Modeled after TxDOT's Adopt-a-Highway and similar municipal programs in Round Rock, Ft. Worth, Dallas, San Antonio, Austin, and Lubbock, it would provide a structured way to support litter control, beautification, and community pride.

The proposal should: Review successful models from other municipalities; Allow eligible groups to adopt segments of city-maintained streets; Provide City support (litter bags, safety vests, recognition signage, and waste collection); Include safety guidelines, volunteer waivers, and cleanup frequency requirements; Present cost estimates and possible funding sources; and Explore expansion into Adopt-a-Park, Adopt-a-Spot, and other public space options.

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



DEPARTMENT:

AGENDA DATE:

CONTACT PERSON NAME

PHONE NUMBER:

2nd CONTACT PERSON

PHONE NUMBER:

3rd CONTACT PERSON

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

COMMUNITY AND STAKEHOLDER OUTREACH:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)	DATE

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

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

District 5 – Summary / Back Up

Discussion and action directing the City Manager and City Attorney to return within 60 days with recommendations for establishing a City of El Paso Adopt-a-Street Program.

This program would give schools, neighborhood associations, civic groups, businesses, and other organizations the opportunity to partner with the City to keep El Paso's streets clean. Modeled after TxDOT's Adopt-a-Highway and similar municipal programs in Round Rock, Ft. Worth, Dallas, San Antonio, Austin, and Lubbock, it would provide a structured way to support litter control, beautification, and community pride.

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Benefits to El Paso

- Cleaner, more attractive neighborhoods.
- Stronger civic pride and engagement.
- Partnerships between residents, schools, businesses, and the City.
- Shared responsibility for litter control, easing the burden on City staff.

Program Elements for El Paso

- Eligibility: Schools, businesses, neighborhood associations, civic clubs, nonprofits, faith-based groups, and families.
- Commitment: 3–6 cleanups per year.
- City Support: Safety vests, gloves, trash bags, and litter pickup.
- Recognition: Signage acknowledging adopting groups.
- Safety: Required waivers and training.

Texas – Municipal Programs include:

City of Round Rock, Texas: Adopt-a-street program: [Adopt A Street Program - City of Round Rock](#)

City of Fort Worth, Texas: Adopt-a-spot: [Adopt-A-Spot – Welcome to the City of Fort Worth](#)

City of Mansfield, Texas: Adopt-a-street: [Adopt-A-Street Program | Mansfield, TX](#)



Adopt A Street Program

[HOME](#) » [DEPARTMENTS](#) » [COMMUNITY AND NEIGHBORHOOD SERVICES](#) » [KEEP ROUND ROCK BEAUTIFUL](#) » [ADOPT A STREET PROGRAM](#)

ON THIS PAGE



About the Program
Program Requirements



Safety Guidelines

Road Safety Tips

Adopt A Street Team Application

About the Program

As part of our continued effort to Keep Round Rock Beautiful, we invite you to Adopt A Street. This program provides an opportunity for participants to take care of roads and surrounding public spaces throughout the City of Round Rock, picking up trash along their adopted street segment.

Program Requirements



Before holding a cleanup, teams notify Community and Neighborhood Services of their cleanup date and may request supplies through Community and Neighborhood Services.

Teams conduct six clean ups a year. The City of Round Rock can terminate the agreement if the team misses cleanup dates.

- January 1 – February 29
- March 1 – April 31
- May 1 – June 30
- July 1 – August 31
- September 1 – October 31
- November 1 – December 31



Program Support



The City of Round Rock will supply trash bags and tools for the group in the cleanup of their adopted area. Requests for supplies must be made a week before the cleanup.

Supplies needed to conduct the cleanup can be picked up from City Hall located at 221 E Main Street, Round Rock, Texas 78664.

The City of Round Rock will pick up and dispose of the trash bags filled by the adopters after they complete each clean up. The filled trash bags may be left in a neat pile in the adopted area.



- The Adopters will appoint or select a team member to serve as spokesperson/contact person for the group if there is more than one individual adopting the area.

Street Segments



007 Adopted

S. Mays from Nash
St to Hesters
Crossing

016 Adopted

University Blvd -
Lunata Way to CR
110

015 Adopted

University Blvd -
A.W. Grimes to
Lunata Way

014 Adopted

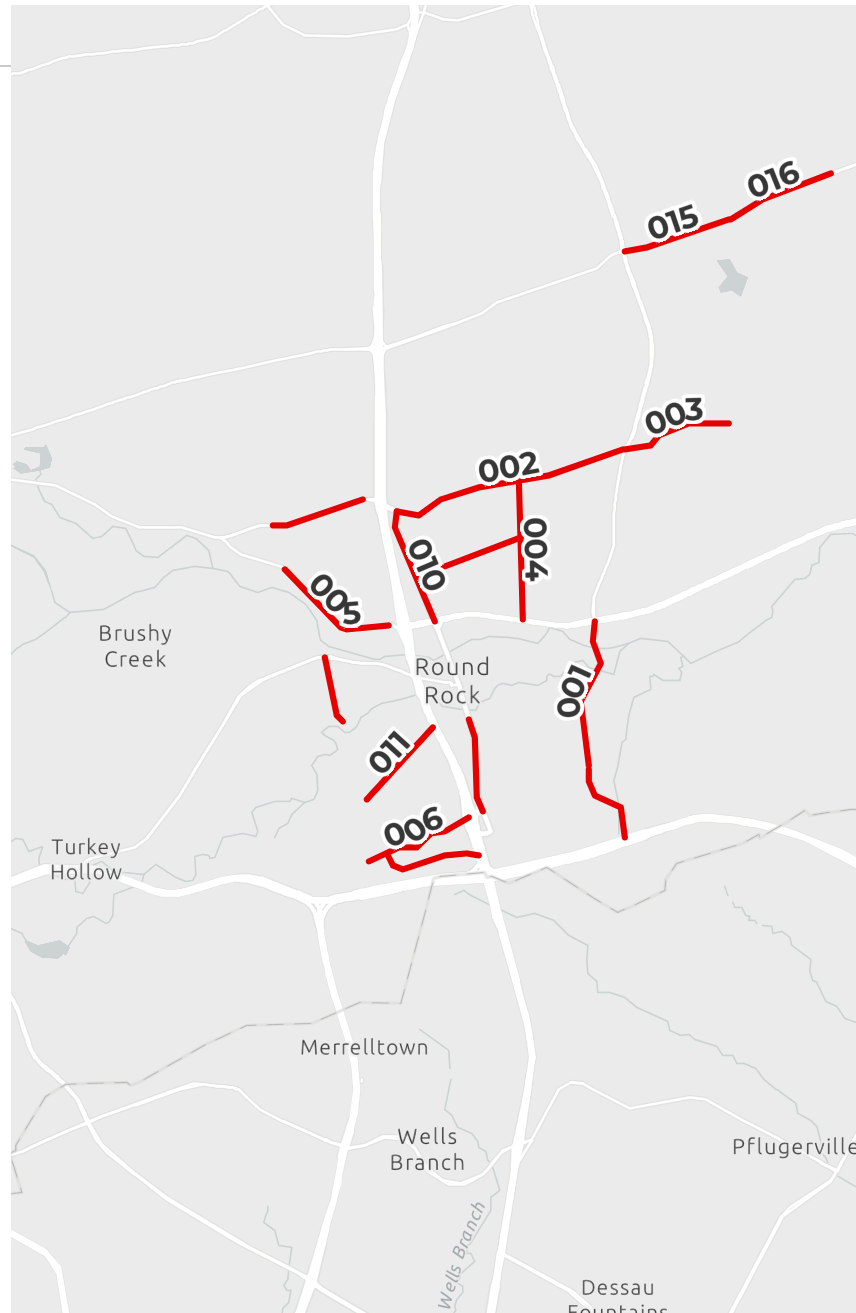
Sundance Parkway
from Hesters
Crossing to the I-35
Frontage Road

009 Adopted

AW Grimes from
Gattis School to 45

011 Adopted

McNeil Rd from
Deep Woods Rd to
Round Rock W Dr





NOTE: Even if all segments are adopted, we still accept applications for future segments that will become available. Please [complete the application](#) to be placed on a waiting list. Thank you for your interest in our Adopt A Street program!

Cleanup Guidelines

- The City of Round Rock must be notified in advance of the cleanup date so that arrangements can be made with a Neighborhood Services Coordinator to have the filled trash bags disposed of promptly.
- All volunteers must sign a waiver before beginning a cleanup. They can be submitted to the Neighborhood Services Coordinator after the cleanup event.
- Should bulk items such as old furniture, large appliances, etc. be found during the litter pick up, the Adopters should note the location and notify a Neighborhood Services Coordinator.
- The Adopters should not pick up any hazardous materials such as chemicals or sharp objects and instead report them to a Neighborhood Services Coordinator.

Safety Guidelines

- Volunteers must wear the safety vests provided by the City of Round Rock during the cleanup.
- Keep a first aid kit on hand during the cleanup.
- Only wear thick soled, closed-toe, comfortable shoes for the cleanup.
- Volunteers must wear gloves to protect hands and it is recommended to use trash grabbers available from the city to pick up items.
- Dress accordingly for the weather and apply sunscreen and bug spray. A hat and long sleeves will help to avoid sunburn.
- Please make sure to stay hydrated.
- Be aware of your surroundings and potential safety hazards: passing cars, road debris, poison ivy/oak, snakes, etc.




Road Safety Tips


- Stay in the right of way. Only cross the roadway at designated crosswalks when necessary.
- Groups should keep 5 feet of distance from the pavement edge.
- Always work facing traffic. Never turn your back to oncoming cars.
- All children must be supervised. The suggested ratio is at least one supervisor for every three children under age 15. Children under the age of seven (7) may not participate in the program.
- Never walk on guardrails, and do not lean over bridge railings.
- Watch your footing around steep slopes, trenches, or any type of elevation change.
- Avoid using headsets, which can prevent you from hearing oncoming traffic.
- Do not enter the roadway or its shoulder areas to pick up trash.
- Obey all traffic laws during the entire duration of your event. Participant vehicles need to be legally parked and not blocking traffic lanes during the activity.
- At no time are participants permitted to be in active roadway travel lanes or attempting to direct traffic.


Community and Neighborhood Services

221 E. Main Street
Round Rock, Texas 78664



-  **Quick Links**
- [News](#)
- [Calendar](#)
- [Jobs](#)
- [City Council](#)
- [Sitemap](#)
- [Website Feedback](#)

-  **Services**
- [Service Request](#)
- [Service Directory](#)
- [Payment Center](#)
- [Development/Permit Tracker](#)
- [Open Records Center](#)
- [Public Notices](#)

-  **Stay Connected**
- [Staff Directory](#)
- [Mobile Apps](#)
- [Alerts Sign Up](#)
- [E-Subscribe](#)

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City of Round Rock
221 East Main Street
Round Rock, TX 78664
512-218-5400

Important Budget, Tax Rate and Public Hearing Information
(<https://fortworthtexas.gov/home#budget>).

Home (<https://www.fortworthtexas.gov/Home>) / Departments (<https://www.fortworthtexas.gov/departments>) / Environmental Services (<https://www.fortworthtexas.gov/departments/environmental-services>) / Environmental Quality (<https://www.fortworthtexas.gov/departments/environmental-services/environmental-quality>) / Adopt-A-Spot

Adopt-A-Spot

Adopt-A-Spot is a volunteer program for individuals or groups that want to take pride and ownership in their own part of Fort Worth. Picking up litter at your very own spot and make it beautiful! Adopters can choose litter-only agreements and regularly remove litter. You can also choose beyond litter control with options to support landscaping and facilities.

Start the process today by completing the interest form!

Get Started

(<https://app.smartsheet.com/b/form/f563c3ad015d40e3b09edd784c97d6f4>)





Registration Information

Adoptions require a team leader (must be 18 years or older) and a secondary contact. Required information for an interest form is as follows:

- Location/Area you are considering for adoption
- Volunteer/Volunteer Organization Name
- Contact Person
- Contact Email Address
- Contact Phone Number

Program Benefits

When you adopt an area in Fort Worth, you can receive support and supplies. Our goal is to help get people excited about the environment and take measures to remove litter in our city.

Benefits include:

- Help to control litter
- Beautification of Fort Worth
- Engaging your family, friends, coworkers, or team in serving your community
- Fostering community pride

Frequently Asked Questions

What is the goal for this program?

Keep Fort Worth Beautiful works to ensure our city is a clean, attractive place to live. No one individual can do this alone; it takes all of us working together. The heart of KFWB is our volunteers, and this is one of several ways you can get involved to pick up litter and enhance our community.

What can be adopted?

Almost anything! Adoptions are reserved for public spaces such as streets, parks, medians, trails, creeks, stormwater inlets and more. Have an idea? Contact us!

Who can participate?

Anyone can participate! Volunteer groups adopting areas can be very small or very large. Some examples include: families, businesses, neighborhood associations, clubs, civic organizations, faith-based groups, service organizations, or even individuals. For safety, we typically encourage *at least two* people, when possible.

What happens after I complete an Adopt-A-Spot interest form?

Our team will contact you to discuss the site(s) you are considering. After discussing the site with you and your ideas for the site, we will work with you to complete an easy site agreement. After that, we will help you get started with

for the site, we will work with you to complete an easy site agreement. After that, we will help you get started with supplies for your first cleanup.

I want to do more than just remove litter at my site, can I do that?

Absolutely! Litter-only adoptions to control litter is one option. There are other opportunities. As examples, some volunteers elect to maintain landscaping or park equipment. Some agreements beyond litter control may require insurance. Email us at KFWB@fortworthtexas.gov (<mailto:kfwb@fortworthtexas.gov?subject=kfwb@fortworthtexas.gov>) for more information.

Do I have to have insurance to agree to litter-only adoptions?

No, insurance is not required for litter-only adoptions.

Can volunteers choose any public location to clean up?

Yes. Volunteers are encouraged to choose a location that is important to them. Some available locations can be found at [Trash Free Texas](https://www.trashfreetexas.org/) (<https://www.trashfreetexas.org/>). If you are wondering about a specific site's availability, please contact us, and we can help you explore it or other options.

What about private locations?

Private properties are supposed to be maintained and free of litter by the property owner. If there is a concern with private property litter control, please report it to the Call Center (817) 392-1234 or via email 1234@fortworthtexas.gov (<mailto:1234@fortworthtexas.gov>). You can also use the [MyFW app](https://www.fortworthtexas.gov/report-issues) (<https://www.fortworthtexas.gov/report-issues>) to report litter concerns. A Code Compliance officer can address concerns with the owner. KFWB supports litter awareness on all types of property, but the Adopt-A-Spot program is reserved for public spaces.

How long do adoptions last?

Adoption agreements are for a minimum of two years. At the end of two years, adopters have the option to renew their site agreements.

Is there a way to clean up an area without a formal adoption?

Of course! We are happy to help you with one-time or occasional cleanups without any agreement. [Request litter supplies](https://www.fortworthtexas.gov/departments/environmental-services/environmental-quality/litter) (<https://www.fortworthtexas.gov/departments/environmental-services/environmental-quality/litter>) at any time for you and your group. We actually recommend anyone considering a site adoption begin with a single cleanup to experience it before committing to the site adoption.

to experience it before committing to the site adoption.

How many times a year will we pick up litter?

Litter cleanups are encouraged to happen at least six times each year (every other month). We strongly recommend monthly cleanups and additional cleanups, as needed, to keep your site looking its best.

What supplies are provided?

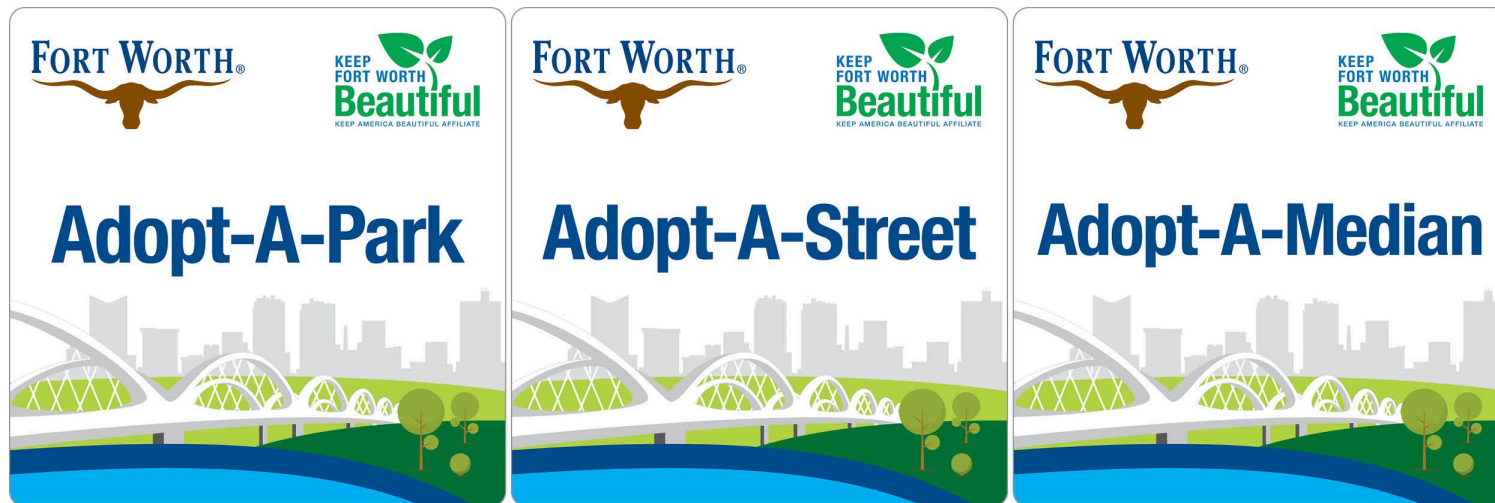
KFWB is happy to provide your group with bags, gloves, and grabbers to get your group started.

Is there a cost to adopting?

No, adopting a spot is absolutely free!

What do the signs look like?

The adoption sign will show the type of adoption (park, street, median, etc.) Beneath that, we will work with your group to prepare a decal with your group's name. Group names cannot include profane or inappropriate language.



I saw an adoption sign that says "Available." Can I adopt it?

Yes, please contact us at [KFWB@fortworthtexas.gov](mailto:kfwb@fortworthtexas.gov) (<mailto:kfwb@fortworthtexas.gov>?subject=kfwb@fortworthtexas.gov) or give us a call about the location. We can help you get started with an adoption agreement.

Does every site receive a sign?

Does every site receive a sign?

No. The best way to be recognized through signage is to adopt a location with an existing sign. Several locations already have signs in place. New signs may be installed in some instances, but wait times may vary. In some areas, signs are not an option due to infrastructure or safety reasons.

What do I do with the trash bags and/or recycling that is collected during a cleanup?

Individuals can take trash and recyclables to the nearest [Drop-Off Station](https://www.fortworthtexas.gov/departments/environmental-services/solidwaste/dropoff) (<https://www.fortworthtexas.gov/departments/environmental-services/solidwaste/dropoff>). Free vouchers will be provided upon request. Adopters can also dispose of their trash and recyclables in their own cans or dumpsters, if desired.

Log Volunteer Hours

Adopters are encouraged to log their volunteer hours in our Better Impact system to keep track of cleanups and volunteer hours.

Log Hours (https://fortworthtexas.galaxydigital.com/agency/detail/Keep_Fort_Worth_Beautiful/)

Contact Information**Keep Fort Worth Beautiful**

- Phone: 817-392-2046
- Email: KFWB@fortworthtexas.gov (<mailto:kfwb@fortworthtexas.gov?subject=kfwb@fortworthtexas.gov>)

Customer Call Center

- Phone: 817-392-1234

- Email: 1234@fortworthtexas.gov (<mailto:1234@fortworthtexas.gov>)

Customer Service

For questions or to report an issue by phone **817-392-1234**.

The call center is open 7 a.m. to 6 p.m., Monday through Friday, and 7 a.m. to 4 p.m. Saturdays.

Don't Mess With Texas

Don't Mess with Texas® campaign, developed by the Texas Department of Transportation, fosters state pride and encourages everyone to keep litter off of Texas roads. If you see someone littering from their vehicle, you can report them through the [Report a Litterer](http://www.dontmesswithtexas.org/get-involved/report-a-litterer/) app (<http://www.dontmesswithtexas.org/get-involved/report-a-litterer/>) or the [Don't Mess with Texas website](http://www.dontmesswithtexas.org/) (<http://www.dontmesswithtexas.org/>).

Related Information

[Citywide Litter Cleanup](https://www.fortworthtexas.gov/departments/environmental-services/environmental-quality/litter/city-cleanup) (<https://www.fortworthtexas.gov/departments/environmental-services/environmental-quality/litter/city-cleanup>)

[KFWB](https://www.fortworthtexas.gov/departments/environmental-services/kfwb) (<https://www.fortworthtexas.gov/departments/environmental-services/kfwb>)

[Illegal Dumping - Report it!](https://www.fortworthtexas.gov/departments/environmental-services/env-issues-information/illegal-dumping) (<https://www.fortworthtexas.gov/departments/environmental-services/env-issues-information/illegal-dumping>)

[Litter \(https://www.fortworthtexas.gov/departments/environmental-services/environmental-quality/litter\)](https://www.fortworthtexas.gov/departments/environmental-services/environmental-quality/litter)

[Major Source of Litter \(https://www.fortworthtexas.gov/departments/environmental-services/environmental-quality/litter/litter-source\)](https://www.fortworthtexas.gov/departments/environmental-services/environmental-quality/litter/litter-source)

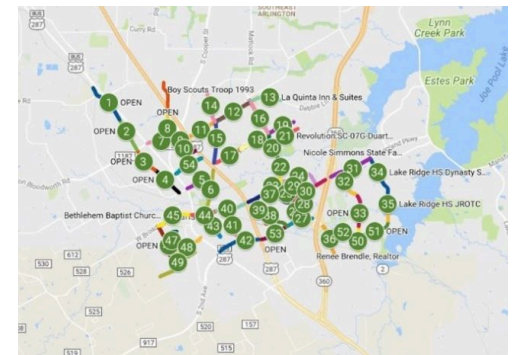
[Organize Your Local Cleanup \(https://www.fortworthtexas.gov/departments/environmental-services/environmental-quality/litter/organize\)](https://www.fortworthtexas.gov/departments/environmental-services/environmental-quality/litter/organize)

[Request a Speaker \(https://www.fortworthtexas.gov/departments/environmental-services/environmental-quality/litter/request\)](https://www.fortworthtexas.gov/departments/environmental-services/environmental-quality/litter/request)

Adopt-A-Street Program

The Adopt-a-Street program, sponsored by Keep Mansfield Beautiful, enhances the quality of life and pride in our city by maintaining roadways, ensuring they are clean and attractive for residents and visitors.

- Please check the [map for available streets](#)
- Please read the [general information \(PDF\)](#) to find out more information.



What You Do

- Each organization or business is limited to a maximum of three adopted streets.
- Each group must commit to conducting a cleanup of its adopted street a minimum of three times a year.

- The enrollment fee is \$120 for the initial two-year adoption period. Renewal fees in subsequent years are \$45 per year.

What We Do

- Provide supplies (trash bags, gloves, litter tongs, safety vests)
- Order and install Adopt-A-Street signs
- Provide dumpsters at the Chris W. Burkett Service Center (620 S Wisteria Street) to collect recycling
- Keep track of your cleanup reports

What We All Get

Pride in our community by making a commitment to its appearance.

How To Apply

If your group is interested in adopting a street, please submit an [Application/Terms and Agreement Form \(PDF\)](#) and then:

1. Submit an [Adopt-A-Street Supplies Request Form](#) for cleanup supplies
2. Have all volunteers in your group fill out an [Adopt-a-Street Liability Form \(PDF\)](#) and email to [KMBC](#)
3. Pick-up your supplies at the Chris W. Burkett Service Center at 620 S Wisteria St.

After completing your cleanup, return the supplies and complete your [Adopt-a-Street Cleanup Report Form](#).



Thank you Packard
Building Services!

1234567

Documents

- [Adopt-A-Street Program General Information \(PDF\)](#)
- [Adopt-A-Street Program Safety Tips \(PDF\)](#)
- [Adopt-a-Street-Terms and Agreement Form](#)

 Government Websites by [CivicPlus®](#)



Legislation Text

File #: 25-1181, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Members of the City Council, Representative Josh Acevedo, (915) 212-0002

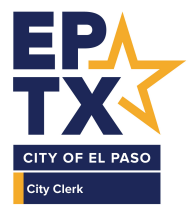
Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

AGENDA LANGUAGE:

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

Receive a presentation from America Alvarez with the United States Geological Survey (USGS) New Mexico Water Science Center (NMWSC) regarding the Urban Waters Federal Partnership (UWFP) to discuss the appointment of a member to the UWFP steering committee by the City of El Paso.

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



DEPARTMENT:

AGENDA DATE:

CONTACT PERSON NAME

PHONE NUMBER:

2nd CONTACT PERSON

PHONE NUMBER:

3rd CONTACT PERSON

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

COMMUNITY AND STAKEHOLDER OUTREACH:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)	DATE

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

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

Middle Rio Grande/Albuquerque Urban Waters Partnership Quarterly Project Report

Project Reporting Period: October-December 2024

February 15th 2025

For additional information or questions about this report, please contact:

Annie Montes

Urban Waters Ambassador, Middle Rio Grande/Albuquerque

Ciudad Soil & Water Conservation District

annie@ciudadswcd.org

Laurel Ladwig

Friends of Valle de Oro National Wildlife Refuge

laurel@friendsofvalledeoro.org

Urban Waters Workplan Overview

During the project reporting period, the Middle Rio Grande/Albuquerque (MRG) Urban Waters (UW) Federal Partnership made significant progress toward the goals outlined in the [2024-2029 Work Plan](#). The national Urban Waters Partnership program is guided by the vision of restoring urban water quality, revitalizing communities, and reconnecting people to their urban waterways, with a particular focus on overburdened or economically distressed areas.

The MRG UW Partnership operates under four primary goals: (1) investing in healthy watersheds, (2) engaging in education and outreach, (3) facilitating economic revitalization and prosperity, and (4) fostering active collaboration and true partnership. For the 2024-2025 fiscal year, the Partnership is prioritizing efforts to enhance its sustainability, expand Steering Committee participation, and continue advancing its core goals. Additional objectives include refining the format of quarterly partnership meetings, exploring methods for tracking collective outcomes, and implementing the Artist in Residence Program.

A summary of progress toward these goals is provided below.

Urban Waters Projects

Middle Rio Grande Urban Waters Success Story

A major success for the MRG UW Program was securing a local home for long-term sustainability. One of the Urban Waters Federal Partnership's initiatives is to ensure that the program remains locally invested and community-driven. Previously, the Urban Waters Ambassador role was structured as an internship, limiting the ability to advance projects and build lasting partnerships. Now, with Ciudad Soil and Water Conservation District stepping in to host the program, MRG Urban Waters has a permanent, full-time presence. This transition has already led to increased partnerships and expanded project opportunities, strengthening local engagement and ensuring that Urban Waters efforts continue to thrive in the watershed.

Friends of Valle de Oro National Wildlife Refuge Backyard Refuge Program

During the project reporting period, the Backyard Refuge Program (ByRP) established a Steering Committee, which held its inaugural meeting. Ciudad Soil and Water Conservation District (Ciudad SWCD) joined as a core committee member, further strengthening the

program's leadership and support. Additionally, Urban Waters Ambassador Annie Montes joined both the Project and Fundraising subcommittees, contributing to the program's strategic growth. By the end of December, the ByRP had certified 454 backyard refuges, covering a total of 151.96 acres. To maintain program momentum, Ms. Montes drafted, finalized, and signed a Professional Services Agreement between Laurel Ladwig and Ciudad SWCD, ensuring continued progress.

During the reporting period, the program also conducted five outreach events, engaging a total of 65 participants in habitat restoration, environmental education, and conservation efforts.

Friends of Valle de Oro National Wildlife Refuge Development Committee

Between October and December 2024, the Friends Development Committee was reestablished to support development initiatives at Valle de Oro National Wildlife Refuge (NWR). The committee's goals include raising funds for habitat restoration, advocating for a bus line extension to improve access to the refuge, and supporting the Backyard Refuge Program (ByRP).

In December, the committee began preparing an application for the [2025 Five Star and Urban Waters Restoration Grant Program](#). Additionally, a strategic plan was drafted to guide the committee's efforts, and a Memorandum of Understanding (MOU) was drafted between Ciudad SWCD and Friends of Valle de Oro to formalize their partnership.

Committee representation and outreach efforts included participation in the Valle de Oro NWR Quarterly Community Update Night on November 21st and active involvement in the Friends Fundraiser on December 12th, where partner organizations were engaged to support fundraising and awareness efforts.

Artist in Residence Program

Significant progress was made on the Artist in Residence (AiR) program during the reporting period. A Request for Qualifications (RFQ) was drafted and officially launched on December 2nd, with the application period closing on December 31st. To ensure broad outreach, the program's informational flyer was updated—including a Spanish version—and distributed through the partnership's network and the biweekly Urban Waters Newsletter.

The MRG UW Partnership also continued efforts to amend the agreement between the U.S. Fish and Wildlife Service and Ciudad SWCD to support the program. With guidance from the Advisory Committee, a rubric was developed to evaluate artist submissions, ensuring a structured and equitable selection process. Additionally, a pre-proposal conference was held on December 17th, providing potential applicants with an opportunity to learn more about the program and ask questions.

Tijeras Creek Watershed Restoration Project

The Tijeras Creek Watershed Restoration Project (TCWRP) is a key initiative supporting the MRG UW Partnership's goal of investing in healthy watersheds. Construction is scheduled to resume in January 2025, with completion anticipated by May 2025. Following construction, revegetation and native plant seeding will take place in January 2026, led by Rio Grande Return, to enhance habitat quality and ecosystem resilience.

Progress during the reporting period included securing Kimo Constructors as the construction contractor in December. Additionally, Ciudad SWCD and project partners requested an

extension for the River Stewards Grant from the New Mexico Environment Department, as revegetation efforts will extend beyond the current funding deadline of June 2025.

Efforts also continued to source root wads and footer logs for streambank stabilization and erosion prevention along Tijeras Creek, ensuring long-term watershed health and sustainability.

Tijeras Creek BioZone Education Center

Further downstream from the TCWRP, the Tijeras Creek BioZone Education Center continues to develop as a hub for community engagement and environmental education. During the reporting period, Ciudad SWCD staff began drafting a monitoring plan to support community-led data collection at the BioZone. The plan includes tracking the phenology of keystone species such as cottonwoods, conducting macroinvertebrate and arthropod surveys, and monitoring precipitation to assess watershed health.

On October 17th, Ciudad SWCD staff participated in a work session with City of Albuquerque Open Space (COAOS) staff to remove kochia, a non-native plant, from the creek bed to improve habitat quality. A major milestone was also achieved in December with the completion of an ADA-certified trail, enhancing accessibility for visitors.



Progress continued on the refurbishment of the Education Building, with meetings held between the project architect, Ciudad SWCD, and COAOS to review renovation plans. Additionally, efforts are underway to secure funding for green stormwater infrastructure (GSI), including a bioswale. Potential funding sources being explored include an application with the [Greater Rio Grande Watershed Alliance](#) and a [Water Quality and Conservation grant](#).

EMNRD Urban Waters Small Grant Program

The EMNRD Urban Waters Small Grant Program supports local communities, watershed health, and environmental education, aligning with the four primary goals of the MRG UW Partnership. In early October, the evaluation panel reviewed and scored five applications for community forestry projects within the MRG Watershed. As a result, \$42,317.65 was awarded to [Ancestral Lands Conservation Corps](#) (ALCC) to support wildfire risk mitigation in the Pueblo of Sandia bosque.



Throughout the reporting period, purchases and reimbursements for the ALCC project were managed, with final invoices submitted at the end of December. The project was successfully completed in December, contributing to the health of the bosque ecosystem while providing valuable professional development opportunities for youth engaged in conservation work.

Additionally, in late December, the Request for Applications (RFA) for the 2025 grants program was drafted and finalized, with plans to post it in January 2025, ensuring continued investment in community-led watershed initiatives.

Land and Water Summit

The Land and Water Summit remains a valuable platform for fostering collaboration among organizations within the MRG UW Partnership and facilitating knowledge exchange among land managers. By bringing together diverse stakeholders, the summit continues to invest in future partnerships and collective action.

During the reporting period, significant progress was made in planning and logistics. A call-for-posters flyer was created, along with content for a dedicated landing page to streamline poster submissions. Inquiries from potential poster presenters were managed to ensure broad participation. Efforts were also made to enhance accessibility of flyers and related materials to ensure a reach to a wider audience.

In December, Urban Waters and its partners, alongside Ciudad SWCD Board Chair Steve Glass, applied for a \$60,000 EMNRD Community Forestry Assistance Grant. If awarded, these funds will help increase accessibility for the summit by supporting ASL and Spanish interpretation services, student scholarships, and poster printing for student participants. Ongoing work includes finalizing key logistics such as ticketing and organizing the poster session and associated workshop.

Candelaria Nature Preserve

During the reporting period, progress continued at the Candelaria Nature Preserve (CNP). On October 15th, a walkthrough meeting was held to map out the route for a planned tour of the Tree Nursery Tract and the broader CNP site. Additionally, feedback was provided on interpretive signage to enhance visitor engagement and education about the preserve's ecological significance.

Youth Engagement

Advancing the MRG UW Partnership's goal of engaging in education and outreach, several youth-focused activities were conducted during the reporting period. Participation in the Rocky Mountain Youth Corps Mentor Mixer provided career guidance to 22 young participants, fostering their interest in conservation and environmental careers.



At the Rio Rancho Children's Water Festival, approximately 200 students learned about the MRG Watershed through hands-on activities using the Rolling River model. Additionally, through the RiverXchange program, stormwater pollution curriculum was delivered using the EPA Enviroscope Model at multiple schools, including North Valley Academy (~20 students), Martin Luther King Jr. Elementary (~80 students), and Puesta del Sol (~50 students). These efforts continue to build

environmental literacy and stewardship among youth in the region.

Urban Waters Partnership Meetings and Steering Committee

Urban Waters Partnership Meetings

On December 10, 2024, the MRG UW Partnership hosted a Walk and Talk event in collaboration with Pueblo of Sandia and Ancestral Lands Conservation Corps. This gathering provided an opportunity for partners to engage directly with the Pueblo's landscape, learn about

ongoing conservation efforts, and discuss ways to strengthen collaboration in watershed restoration and stewardship. The event was a big success, with 34 attendees representing 16 partner organizations.

This Walk and Talk served as a valuable platform for knowledge exchange, relationship-building, and fostering deeper connections between partners and the Pueblo of Sandia community.

Urban Waters Steering Committee

The Urban Waters Steering Committee continued to play a vital role in guiding the MRG UW Partnership. During the reporting period, UW quarterly partnership meetings for 2025 were scheduled, ensuring a structured approach to collaboration and decision-making. In addition to these, the committee maintained regular monthly meetings to discuss ongoing initiatives and strategic priorities.

Efforts to expand committee membership remain a focus, with continued outreach to potential new members. Notably, Raven Zellers, Urban and Community Forestry Specialist with the U.S. Forest Service has expressed interest in joining, further strengthening the committee's expertise and connections.



San Antonio/Bexar County Urban Waters Partnership Semi-annual Report

Reporting Period: October 2024- March 2025

For additional information or questions about this report, please contact:

Keith Mecum

Urban Waters Federal Partnership Ambassador,

U.S Geological Survey

kmecum@usgs.gov

Accomplishments

The San Antonio/Bexar County Urban Waters Federal Partnership has made great strides during the first half of FY 2025 to complete the Ambassador Workplan despite the ambassador welcoming a new addition to the family resulting in five weeks of leave during the 2nd quarter of FY2025, hence the delay in this report.

Steering Committee

A goal was set for FY2025 to establish a steering committee for the location. After a call for participants during a quarterly meeting, the steering committee slowly started forming. After some time, the participating organizations expanded to eight then contracted slightly to six active participating partners. Steering committee partners have been helping to guide the workplan, attending monthly meetings and assist in hosting quarterly meetings among other partner related tasks.

The active partners are as follows:

U.S. Geological Survey (Ambassador, USGS)

San Antonio River Authority (SARA)

National Parks Service (NPS)

The City of San Antonio (CoSA)

Greater Edwards Aquifer Alliance (GEAA)

University of Texas at San Antonio (UTSA)

Gate 5 Camera

The camera at Gate 5 has been a critical resource for the CoSA and the community highlighting the value of imagery provided by static cameras. Unfortunately, the sign for increased community engagement planned for installation at Gate 5 had a broken QR code due to changes in the structure of Hydrologic Imagery Visualization and Information System (HIVIS) URLs (Figure 1). As a result, edits were made to the sign and the sign is currently being printed for installation with expected install in June 2025.

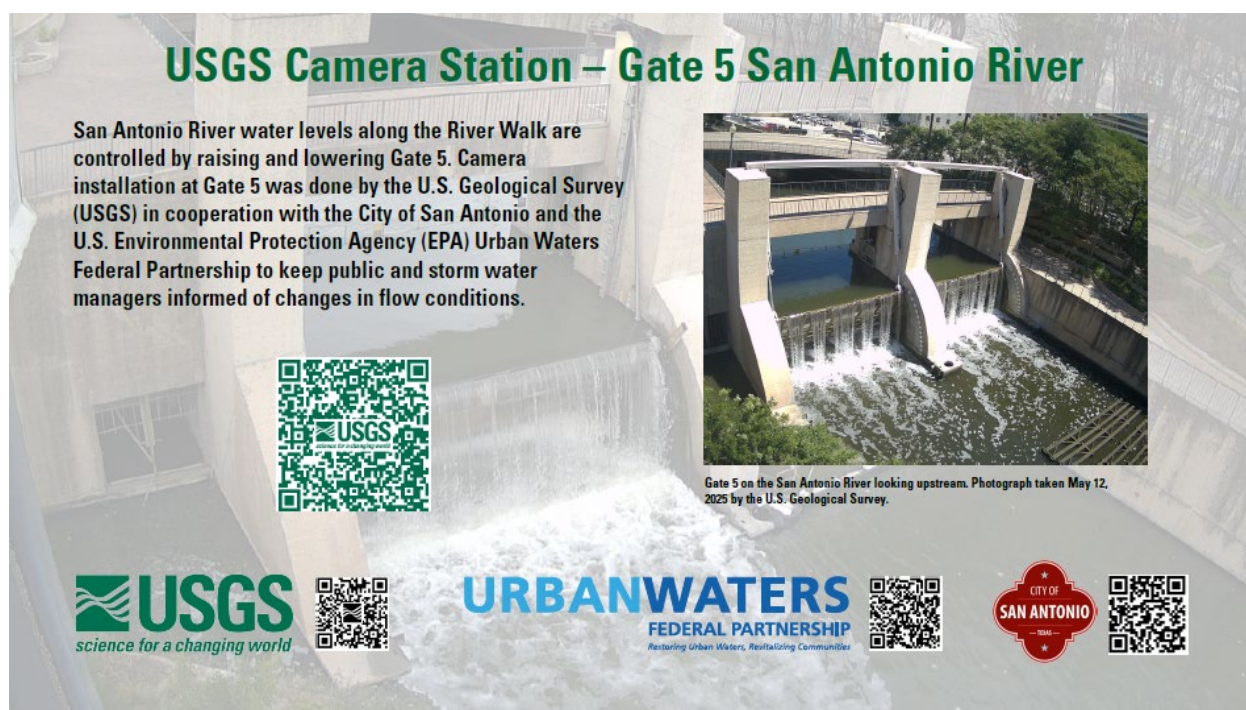


Figure 1. Gate 5 camera sign

CrowdHydrology

Efforts to install a community science sign hosted by CrowdHydrology is currently at a stand-still. The previous contact with the NPS moved into a different position prior to gaining permissions to install the sign on NPS property. Currently, the ambassador is waiting for a response from the NPS on permissions and considering other install locations suitable for the sign.

Location Workplan

The San Antonio/Bexar County UWFP location has not had an active workplan since 2017. Creating a workplan for the location has been the highest priority and a focal point of the steering committee's efforts (Figure 2). Through multiple visioning exercises and planning discussions the partnership has developed seven focus areas using the mission, vision, and principles of the National Urban Waters Federal Partnership discussed earlier in this workplan. After the visioning exercise and subsequent edits, by the steering committee, to the workplan, these six focus areas were established:

1. Education & Outreach and Community Engagement
2. Water quality and quantity
3. Urban Development and Regional Planning
4. Ecosystem Restoration
5. Adaptation and Resiliency
6. Cultural and Historical Preservation of Water Resources

Currently partners are populating tables with past and current initiatives as well as potential initiatives the partnership could pursue related to the focus areas. The workplan set for FY2026 is set to be complete in the next 1-2 months.

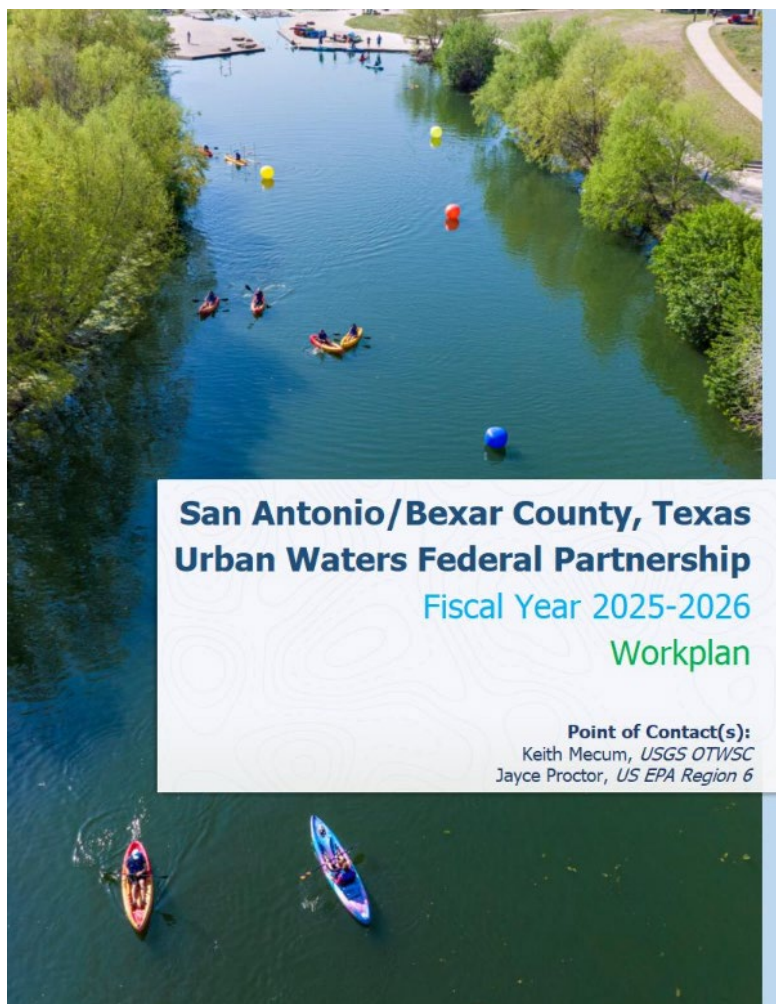


Figure 2. Cover page for the FY2026 workplan.

Collaboration Initiatives and Partnership Efforts

Regional-ORD Applied Research Program (ROAR): Multiple meetings were held to discuss potential projects the partnership could propose for the ROAR program. Ultimately, a project proposed by the City of San Antonio to look assess risk of not diverting construction demolition debris (CDD), commercial value of CDD, and process for converting CDD to a commodity was put together. Ultimately, the project was not moved forward for potential funding by the ROAR program.

Lady Bird Johnson Park Stream Restoration: During the FY2025 Q1 meeting a potential project partnership was identified between the San Antonio River Authority and the Greater Edwards Aquifer Alliance to work on a stream restoration project near Lady Bird Johnson Park. Partnership on this project is a success of the UWFP quarterly meetings and goes to show how communication about project initiatives is vital to finding great partners.

Texas AgriLife extension: After a partner meeting to discuss potential ROAR projects a need by the City of San Antonio to identify a suitable turfgrass for city projects was identified. The EPA regional lead for region 6, Jayce Proctor, initiated a call with the Texas A&M AgriLife Research and Extension Service turfgrass expert, Augustin Boeri. During the call Augustin suggested a partnership with the City of San Antonio and the San Antonio River Authority to provide a parcel or parcels of land to demonstrate alternative lawn types. Unfortunately, the project was not accepted for funding, but the partnership looks forward to future collaboration with the Texas A&M AgriLife Research and Extension Service.

Urban Waters Partnership and Steering Committee Meetings

Urban Waters Partnership Meetings

Quarter 1, 2025

Location: Virtual

Date: 12/05/2024

Topics: Provided an update on the partnership and discussed ongoing work by the steering committee to complete the location workplan. Mikel Wilkins with the SARA provided an incubator presentation discussing a potential stream restoration project they are looking at doing near Lady Bird Johnson Park.

Special Mention: The SARA and the GEAA found common goals surrounding stream restoration near Lady Bird Johnson Park and are currently collaborating on a proposal for funding a joint project.

Quarter 2, 2025

Location: Hybrid, San Antonio River Authority – Guenther office

Date: 03/06/2025

Topics: Provided an update on the partnership and discussed ongoing collaboration initiatives and partnership efforts mentioned earlier in this update report. Dr. Steve Opsahl from the U.S. Geological Survey (USGS) provided a presentation on the Edwards Aquifer Urban Hydrology Network USGS web application funded by the UWFP.

Special Mention: The SARA took the group on a walking tour to explore various Low Impact Development (LID) features, including multiple bioretention/rain gardens, permeable pavement, multiple cisterns, and the San Antonio River itself, around the SARA Guenther office building.

Urban Waters Steering Committee

The San Antonio/Bexar County Steering committee held a meeting each month during the first half of FY2025 except for April while the ambassador was on parental leave. Monthly meetings focused on developing location focus areas, workplan progress, and open discussion amongst the group about partner related activities or opportunities for the partnership. Each meeting was productive and had active participation from several steering committee members.

New Host Location for the Ambassador

As part of ongoing efforts to improve the effectiveness of the UWFP at the San Antonio/Bexar County partnership a decision was made to move the ambassador to a new host organization. During a steering committee meeting solicitation for a new host organization was made with two organizations showing interest in hosting the ambassador. In the end, Michelle Garza from the SARA was selected to be the new ambassador starting in FY2026. This is a great choice and will without a doubt benefit the partnership and build upon the momentum made in FY2025.



ABOVE: Baltimore's vacant properties are being transformed through the use of green redevelopment strategies and tree plantings.

The Urban Waters Federal Partnership (UWFP) seeks to reconnect urban communities, particularly those that are overburdened or economically distressed, with their waterways to become stewards for clean urban waters. Through the Partnership, communities gain economic, environmental, and social benefits, and collaborate with Federal agencies, state and local agencies, and community-led efforts to achieve common goals.

The UWFP designated 19 locations between 2011 to 2014. The 19 geographically dispersed locations are working to revitalize urban waterways and the communities that surround them, transforming overlooked watersheds into community assets.

The Urban Waters Federal Partnership: Connecting Communities to their Urban Waterways

The UWFP is supported by 14 Federal agencies and more than 28 non-governmental organization (NGO) partners working in 19 designated locations. Examples of Partnership Accomplishments are highlighted below.

UWFP Accomplishments

Toxics Cleanup in a New Jersey Watershed

The Lower Passaic River was severely impacted by the early 1900s Industrial Revolution and still contains contaminants, such as mercury and dioxins. Due to the polluted conditions and industry along the riverfront, local underserved communities have been denied river access.

To address this, the U.S. EPA Superfund Program and the U.S. Army Corps of Engineers are leading toxic sediment cleanups, improving the health of the Passaic River, reducing human and wildlife exposure to toxic hazards, and creating opportunities for habitat restoration. Other locally driven improvements include Newark's rebuilt Riverfront Park, which is the site of new community-based recreational programs and events. In addition, the UWFP is supporting future plans that include parks and new habitats for fish and wildlife.

Restoring Rapids in Michigan

Efforts to restore and recreate the namesake rapids to downtown Grand Rapids, Michigan will improve habitats for fish, including the threatened lake sturgeon, which is spiritually important to Native American tribes. New recreational activities will increase revenue at local businesses in Grand Rapids. Expanded recreational use of the river is estimated to add \$15.9 - \$19.1 million per year and 1,520 new jobs to the local economy.



ABOVE: The Lower Passaic River has become the site of new community-based recreational programs and events, and has attracted local residents to kayak on the river.

Redeveloping Vacant Lands in Maryland

Led by the U.S. Department of Agriculture's Forest Service, approximately 60 partners are working to redevelop Baltimore's vacant lands and clean the Patapsco watershed. The Patapsco watershed flows to the Baltimore City Harbor and into the Chesapeake Bay. Baltimore's 30,000 vacant properties pose economic, public health, and environmental problems. Location partners are adopting green redevelopment strategies to reduce polluted stormwater from those lots.

Partnering with Tribes for an Urban Wildlife Refuge

The Middle Rio Grande watershed, in New Mexico, is situated between several tribes, including the Isleta Pueblo to the south of Albuquerque, and the Sandia Pueblo and other tribes to the north. There are a number of underserved communities where residents face high levels of unemployment and poverty. The Middle Rio Grande faces numerous challenges because long-term drought is affecting ecosystems and communities along the river.

Through the UWFP, partners are cleaning up and restoring the ecosystem, redeveloping the Bridge Boulevard corridor, and supporting education through citizen science projects. Partners created the Valle de Oro National Wildlife Refuge, the first urban wildlife refuge in the Southwest. Nine Federal agencies, which are led by the U.S. Department of Housing and Urban Development and the U.S. EPA, are working with state and tribal agencies to implement these projects.

Guiding Principles of the Urban Waters Federal Partnership

- **Promote clean urban waters** - The Partnership enhances the value of urban waters, recognizing their importance for the environment, public health, natural beauty, and economic and recreational potential. The Partnership seeks to also protect, manage, and restore the lands that surround those waters.
- **Reconnect people to their waterways** - Urban communities need access to their waterways to draw on commercial, recreational, and educational benefits. Reconnecting underserved communities to their waterways fosters economic growth and improvements in residents' well-being.
- **Encourage water conservation** - The Partnership strives to promote sustainability of water resources. New educational and conservation programs geared toward urban communities inspire such efforts to improve infrastructure and conserve local water resources.
- **Use urban water systems as a way to promote economic revitalization and prosperity** - Access to healthy urban waters enhances economic competitiveness by revitalizing local businesses and creating jobs. Efforts are especially focused on communities disproportionately impacted by pollution or economic burdens.
- **Encourage community improvements through active partnerships** - Strong partnerships at the Federal, state, and local levels, and with tribes, integrate services needed for community revitalization. Federal partners are removing barriers to collaboration and increasing the effectiveness of their actions.
- **Listen to communities in order to engage them** - The Partnership seeks to understand community values and to see environmental issues through their eyes. The Partnership works with underserved populations from the bottom up, rather than taking a top-down approach.
- **Focus on measuring results and evaluation to fuel future success** - Finding ways to measure success allows the Partnership to better invest resources at the local and Federal level. The Partnership is committed to monitoring progress to respond quickly when change is needed.

The Urban Waters Federal Partnership: Revitalizing Urban Watersheds and Local Communities

USGS New Mexico Water Science Center

America Alvarez, Hydrologist (americaalvarez@usgs.gov)

Rob Henrion, Retired Hydrologic Technician (rhenrion@centurylink.net)

Urban Waters Federal Partnership (UWFP)

The UWFP is a federal program launched by the EPA in 2011 to help communities reconnect with their waterways and surrounding lands.

- Improves coordination among **14 federal agencies**, and partners from tribal, state, and local government, and non-governmental organizations (NGOs)
- Collaborates with community-led revitalization efforts to improve water systems and promote their economic, environmental, and social benefits
- Advances government efficiency and breaks down federal program silos to connect local priorities to federal resources and stimulate local economies



Urban Waters Partnership Guiding Principles

- **Promote clean urban waters**
- **Reconnect people to their waterways**
- **Encourage water conservation**
- **Use urban water systems to promote economic revitalization and prosperity**
- **Encourage community improvements through active partnerships**
- **Listen to communities to engage them**
- **Focus on measuring results and evaluation to fuel future success**



Photo Credit: EPA

21 Urban Waters Partnership Locations

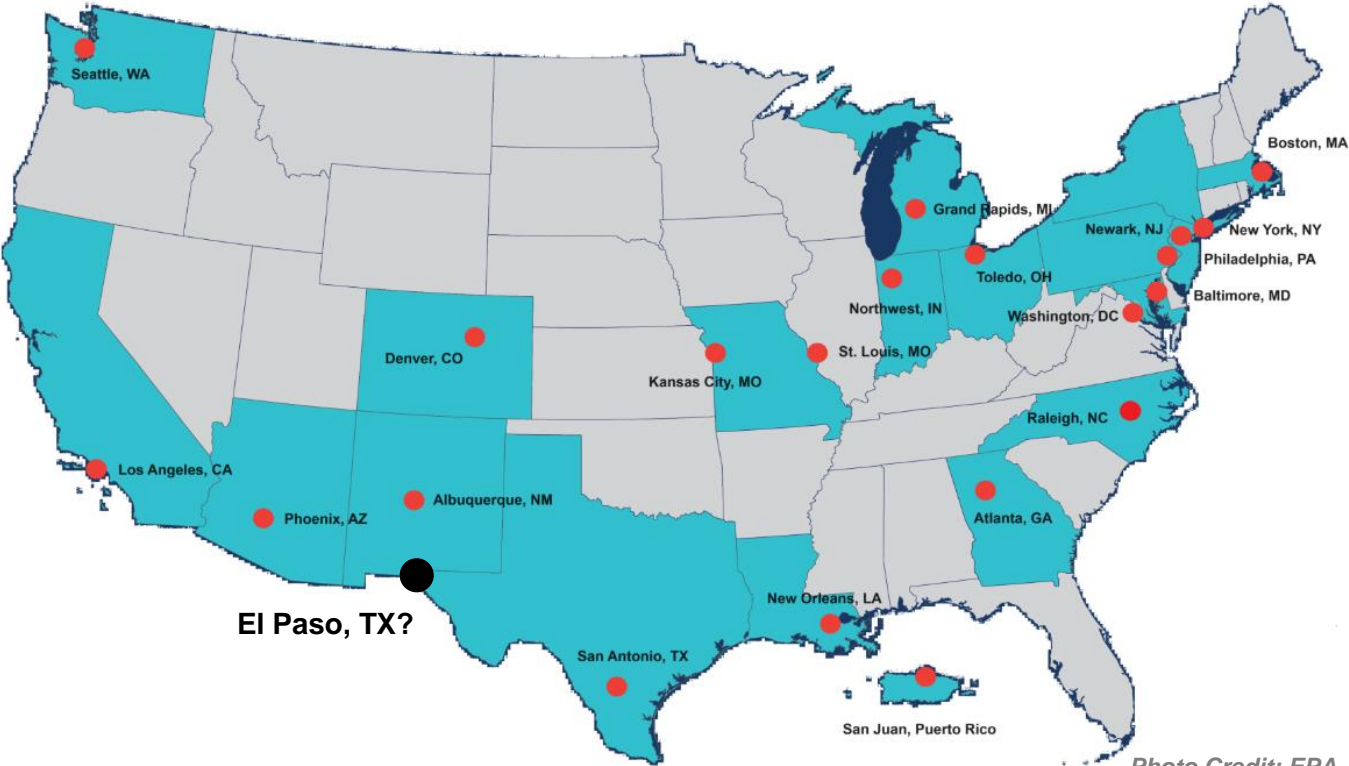


Photo Credit: EPA



Urban Waters Program Overview

Components for Success:

1. Urban Waters Federal Partnership
2. Urban Waters Ambassador
3. Urban Waters Learning Network*
4. Five Star and Urban Waters Restoration Grant Program*
5. USGS Cooperative Matching Funds*

***optional but helpful for partnership goals**

Urban Waters Ambassador

Ambassadors are local staff from NGOs or government agencies who serve as the local leader and liaison to the federal partners and the community.

- Lead collaboration among partners
- Identify community needs
- Support on-the-ground projects that align with the community's vision
- Facilitate community-wide planning and consensus

UWFP can provide grants to fund an Ambassador position at a Partnership location.

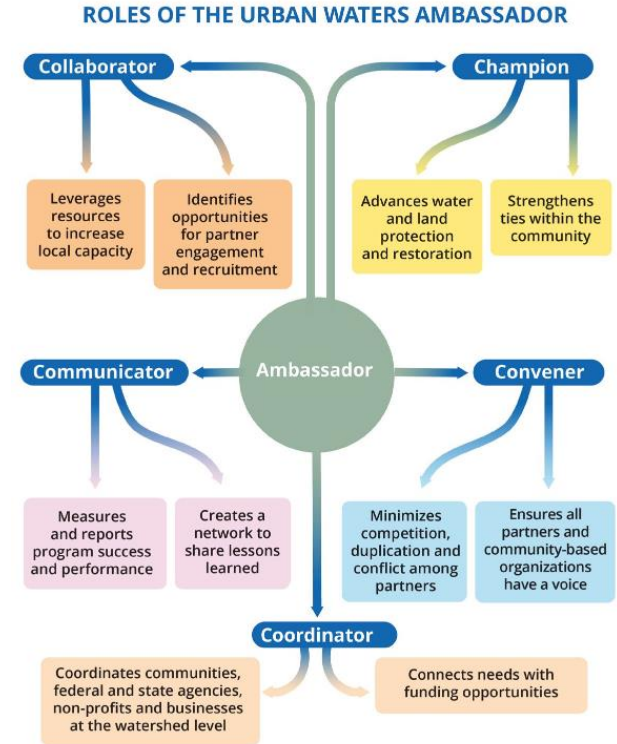


Photo Credit: EPA

Urban Waters Learning Network (UWLN)

UWLN is a peer-to-peer network of people and organizations working to restore and revitalize local waterways and build capacity.

- Networking
- Training and knowledge-sharing
- Mentoring and coaching
- Boosted effectiveness
- Funding and technical resources

www.urbanwaterslearningnetwork.org

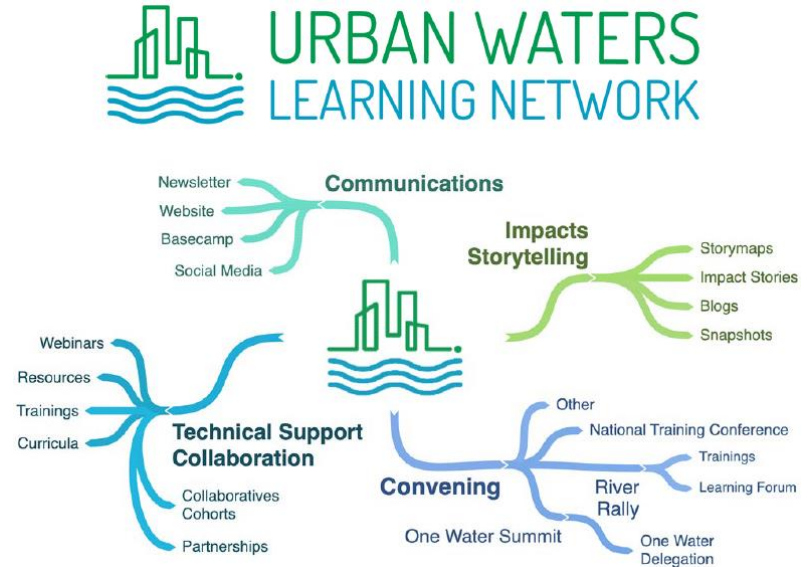


Photo Credit: EPA

Five Star and Urban Waters Restoration Grant Program

Public/private partnership to develop community capacity for urban waterway restoration projects by funding diverse local Urban Waters Partnerships.

- **Support provided by the Wildlife Habitat Council**
- **Funding provided by EPA, USDA-Forest Service, US Fish and Wildlife Service, Southern Company, FedEx, and BNSF Railway**

Grant focuses on the stewardship and restoration of coastal, wetland, and riparian ecosystems, local natural resources, and seeks to address water quality issues in priority watersheds.

www.nfwf.org/programs/five-star-and-urban-waters-restoration-grant-program

USGS Cooperative Matching Funds

USGS announced an investment of \$1.5 million to improve urban waterways with science-based projects, which local partners will match in additional funds.

- **Funds were allocated by Congress in 2023**
- **14 UWFP locations with projects related to water quality monitoring, assessment and management, practice evaluation, and educational activities**
 - **New studies will investigate contaminants, microplastics, novel bacteria, and harmful algal blooms**
- **Done in cooperation with municipal, state, and regional partners focused on restoring and revitalizing urban waterways**

www.usgs.gov/news/national-news-release/usgs-invests-15m-local-partnerships-improve-urban-waterways



UWFP for Southern NM & Greater El Paso-Juárez Area



Collaborators & Interested Parties

El Paso / Cd. Juárez:

- **IBWC***
- El Paso County Commissioners
- City of El Paso
- El Paso Water
- **UTEP***
- **UACJ***
- El Paso Community Foundation
- **Frontera Land Alliance***
- Keystone Heritage Park
- Texas A&M AgriLife Extension

Las Cruces / Southern NM:

- NMDOT
- NMED
- **NM EMNRD***
- NM OSE
- **DASWCD***
- **City of Las Cruces***
- NMSU WRRRI
- **Amigos Bravos***
- Friends of the Organ Mountains

Regional / Federal:

- NFWF
- NPS
- USACE
- **USBR***
- USDA NRCS
- **USGS NMWSC***
- Paso del Norte Watershed Council
- **Sierra Club Rio Grande***

***Urban Waters: SNM-ELP-JRZ Steering Committee**

Community Interests and Priorities

- **Water Quality**
 - Bacteria
 - Salinity
 - Sedimentation
- **Water Quantity**
 - Brackish Groundwater
- **Monitoring**
 - Drought
 - Flooding
 - Stormwater
- **Habitat Protection and Management**
 - Agriculture
 - Conservation
 - Restoration



Rio Grande at Caballo Lake State Park, New Mexico. (Corrie Boudreaux/El Paso Matters)

Additional Information

For more information, please visit www.urbanwaters.gov.

Contact us to learn more or get involved:

- America Alvarez, Hydrologist (americaalvarez@usgs.gov)
- Rob Henrion, Retired Hydrologic Technician (rhenrion@centurylink.net)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-1144, **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

Internal Audit, Liz De La O, (915) 212-1371

AGENDA LANGUAGE:

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

Discussion and action on the results of the Budget Transfer Audit A2025-04.

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



DEPARTMENT: Internal Audit

AGENDA DATE: September 16, 2025

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Liz De La O - Internal Audit

PHONE NUMBER: 915-212-1371

2nd CONTACT PERSON NAME: Miguel Montiel

PHONE NUMBER: 915-212-1367

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

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

SUBGOAL:

SUBJECT:

Discussion and action to accept the results of the Budget Transfer Audit A2025-04.

BACKGROUND / DISCUSSION:

The timeframe for this audit was September 1, 2024 to April 9, 2025. This audit determined if the Office of Management and Budget (OMB):

- Had comprehensive written Policies and Procedures for Budget Transfers.
- Was properly communicating and providing feedback to City departments.
- Was ensuring City departments are providing proper documentation for Budget Transfers.
- Had processes in place to ensure the accuracy and completeness of Budget Transfers.

The results indicated that OMB properly communicates and provides feedback to City Departments and enforces established Budget Transfer limits. OMB ensures City departments are providing proper documentation for Budget Transfers, and has processes in place to ensure accuracy and completeness of Budget Transfers.

The results also indicated that OMB did not have documented internal Policies and Procedures for processing and approving Budget Transfers specific to City department requests.

COMMUNITY AND STAKEHOLDER OUTREACH:

Not applicable

PRIOR COUNCIL ACTION:

Not applicable

AMOUNT AND SOURCE OF FUNDING:

Not applicable

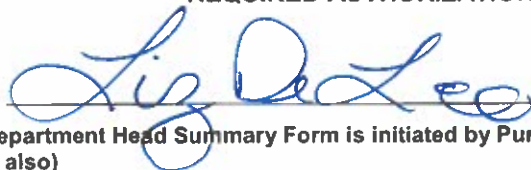
REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Not applicable

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:



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



Budget Transfer Audit No. A2025-04

Draft

Issued by the
Internal Audit Department
June 09, 2025

**City of El Paso
Internal Audit Department
Budget Transfer Audit A2024-08**

EXECUTIVE SUMMARY

The Internal Audit Department has concluded the Budget Transfer Audit. Based on the results of the audit, one finding was identified. The finding is considered a “Regular Finding”.

Listed below is a summary of the finding identified in this report:

1. The Office of Management and Budget (OMB) does not have documented internal Policies and Procedures for processing and approving Budget Transfers specific to City Departments requests. OMB has an established process that staff follows, but the process is not documented.

For a detailed explanation of the finding, please refer to the body of this Audit Report.

**City of El Paso
Internal Audit Department
Budget Transfer Audit A2024-08**

BACKGROUND

The Office of Management and Budget (OMB) continually analyzes the revenues, appropriations, expenses, and encumbrances of all departments to develop clear financial reporting mechanisms for the status of resources. Resources are used as management tools for City officials in the City's ongoing effort to provide the public with effective, efficient, and responsive municipal services.

OMB staff develops the City's annual operating, debt service, and capital acquisition budgets within legal and prudent fiscal management requirements. OMB monitors expenditures throughout the fiscal year to ensure that all City departments remain within budget allocations and prepare monthly financial reports of the City's comprehensive budgetary status.

OMB is responsible for processing Budget Transfers in accordance with each Fiscal Year's Budget Resolutions. The Budget Resolution for Fiscal Year 2025 included:

- Department Heads are authorized to make Budget Transfers not exceeding \$50,000.00.
- Budget Transfers that range from \$50,001.00 to \$100,000.00 require the City Manager approval.
- Budget Transfers between departments and/or non-enterprise department funds exceeding \$100,000.00 require City Council approval.

AUDIT OBJECTIVES

The objectives of the Budget Transfer Audit are to determine if the Office of Management and Budget:

- Has comprehensive written Policies and Procedures for Budget Transfers.
- Properly communicates and provides feedback to City departments.
- Is enforcing established Budget Transfer limits.
- Is ensuring City departments are providing proper documentation for Budget Transfers.
- Has processes in place to ensure the accuracy and completeness of Budget Transfers.

AUDIT SCOPE AND METHODOLOGY

Our audit scope for September 1, 2024 to April 9, 2025 will include:

- Obtain an understanding of OMB's internal Policies and Procedures.
- Review OMB's Budget Transfer process.
- Interview OMB personnel.
- Review a sample of Budget Transfers processed by OMB for the Fiscal Year 2025.
- The total population for the review period was 612 Budget Transfers, of which 362 were under \$50,000.00, 64 were between \$50,001.00 and \$100,000.00, and 186 were over \$100,000.00.
- A sample of 15 Budget Transfers under \$50,000.00, and 12 Budget Transfers between \$50,001.00 and \$100,000.00 were selected for review.

City of El Paso
Internal Audit Department
Budget Transfer Audit A2024-08

We conducted this audit in accordance with Generally Accepted Government Auditing Standards and the Global Internal Audit Standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

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**City of El Paso
Internal Audit Department
Budget Transfer Audit A2024-08**

***REGULAR FINDINGS, RECOMMENDATIONS,
AND MANAGEMENT'S RESPONSES***

The definition of a “Significant Finding” is one that has a material effect on the City of El Paso’s financial statements, identifies an internal control breakdown, is a violation of a City procedure, or a violation of a law and/or regulation, which the City is required to follow. Any finding not meeting these criteria will be classified as a “Regular Finding”.

Finding 1

Policies and Procedures

City of El Paso Strategic Plan:

- *Goal 6.4 Implement leading-edge practices for achieving quality and performance excellence.*
- *Goal 6.12 Maintain systems integrity, compliance and business continuity.*

A strong system of internal controls requires that Policies and Procedures be developed that document routine or repetitive activity followed by an organization. The development and use of Policies and Procedures are an integral part of a successful quality system as it provides individuals with the information and guidance to perform a job properly.

The Office of Management and Budget (OMB) does not have documented internal Policies and Procedures for processing and approving Budget Transfers specific to City Departments' requests. OMB has an established process that staff follows, but the process is not documented.

Recommendation

The Office of Management and Budget should document internal Policies and Procedures specific to the Budget Transfer process.

**City of El Paso
Internal Audit Department
Budget Transfer Audit A2024-08**

Management's Response

We would like to highlight that Budget Transfers are governed by the Budget Resolution adopted by the El Paso City Council during the Annual Budget approval process. In particular, these are paragraphs 6,7,10 and 11 from FY 2025 Budget Resolution. A separate Budget Resolution, specific to the Mass Transit Department, is approved by the Mass Transit Department Board on the same day. Additional guidance on Budget Transfers is outlined in the City's Budget Policies, which were last approved by City Council in May 2023. On October 16, 2023, the Office of Management and Budget presented the Capital Improvement Plan (CIP) Budget Transfers policy and procedure, which applies to project appropriations approved by City Council as part of the CIP, to the Financial Oversight and Advisory Committee. In addition, during the annual financial audit external auditors test budget transfers when they test general ledger. They have not raised any questions or concerns with regards to Budget Transfers.

While an established and consistent process is currently in place for processing and approving Budget Transfers requested by City of El Paso Departments (City), we recognize that the absence of formally documented procedures may limit consistency, transparency, and training effectiveness.

To address the finding, OMB prioritized the development of comprehensive written procedures that clearly define the steps, roles, and responsibilities involved in the Budget Transfer process. Additionally, our Budget Transfer process will maintain the regulations and adhere by Council Approved Budget Resolutions each fiscal year with the City's Budget Adoption.

Corrective Action Plan:

***Action: Develop and formalize written Policies and Procedures for processing and approving Budget Transfers (Complete)**

- Upon receiving draft audit report Office of Management and Budget immediately developed comprehensive document that outlines Standard Operating Procedures for City of El Paso Budget Transfer Process.

***Target Completion Date: August 8th, 2025 (Complete)**

***Follow-Up: Ensure dissemination to relevant staff and provide training to support implementation and compliance (Complete)**

Management is committed to continuous improvement of systems integrity, compliance and enhancing transparency and accountability across all OMB processes.

Responsible Party

Sasho Andonoski, Director of Management and Budget – Office of Management and Budget

Implementation Date

September 1, 2025

**City of El Paso
Internal Audit Department
Budget Transfer Audit A2024-08**

INHERENT LIMITATIONS

Because of the inherent limitations of internal controls, errors or irregularities may occur and not be detected. Also, projections of any evaluation of the internal control structure to future periods beyond the Audit Report date are subject to the risk that procedures may become inadequate due to changes in conditions, management override of internal controls, or that the degree of compliance with the procedures may deteriorate. This was a limited scope audit which only reviewed the areas stated in the Audit Objectives during the Audit Scope period. No representations of assurance are made to other areas or periods not covered by this audit.

CONCLUSION

We have concluded our work on the objectives of the Budget Transfer Audit. The audit evidence used in the analysis is sufficient and appropriate for addressing the objectives and supporting the findings and conclusion. In accordance with Generally Accepted Government Auditing Standards, we are required to conclude whether the Office of Management and Budget (OMB) met the objectives of this audit. Based on our audit work, we have determined that:

1. OMB met the audit objectives in the following areas:
 - Is properly communicating and providing feedback to City departments.
 - Is enforcing the established Budget Transfer limits.
 - Is ensuring City Departments are providing proper documentation for Budget Transfers.
 - Has processes in place to ensure the accuracy and completeness of Budget Transfers.
 - Our review consisted of 15 Budget Transfers under \$50,000.00 and 12 Budget Transfers from \$50,001.00 to \$100,000.00. All of them were deemed appropriate.
2. OMB did not meet the audit objectives in the following areas:
 - Having comprehensive written Policies and Procedures for Budget Transfers.

OMB submitted Management Responses, which included a copy of documented Standard Operating Procedures (SOPs) for the Budget Transfer process. The Internal Audit Department reviewed these SOPs and confirmed that they meet the recommendation made in the audit report. No Follow-Up Audit will be conducted, as the corrective action has been implemented by OMB Management. We wish to thank OMB Management and staff for their assistance and courtesies extended during the completion of this audit.

Edmundo S. Calderon, CIA, CGAP, CRMA, MBA
Chief Internal Auditor

Miguel Olivas
Auditor I

Miguel Montiel, CIA, CGAP
Audit Manager

Distribution:
Financial Oversight and Audit Committee
Dionne Mack, City Manager
Robert Cortinas, Deputy City Manager & Chief Financial Officer
Sasho Andonoski, OMB Director



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-1146, 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

Internal Audit, Liz De La O, (915) 212-1371

AGENDA LANGUAGE:

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

Discussion and action on the results of the Streets and Maintenance (SAM) - Permits Review Follow-Up Audit A2025-06.

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



DEPARTMENT: Internal Audit

AGENDA DATE: September 16, 2025

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Liz De La O - Internal Audit

PHONE NUMBER: 915-212-1371

2nd CONTACT PERSON NAME: Miguel Montiel

PHONE NUMBER: 915-212-1367

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

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

SUBGOAL:

SUBJECT:

Discussion and action to accept the results of the Streets and Maintenance (SAM) - Permits Review Follow-Up Audit A2025-06.

BACKGROUND / DISCUSSION:

The timeframe for this audit was September 1, 2024 to March 1, 2025. The audit determined whether corrective action was taken by management to address the recommendations identified in the original Audit Report dated July 10, 2023.

The results indicated that SAM is in the process of finalizing a Policies and Procedures Manual for the Permitting function and requesting an update to Chapter 12.30.080 to better reflect SAM operations. SAM has developed a checklist for permit site inspections and weekly reports to keep track of inspections that have been completed.

COMMUNITY AND STAKEHOLDER OUTREACH:

Not applicable

PRIOR COUNCIL ACTION:

Not applicable

AMOUNT AND SOURCE OF FUNDING:

Not applicable

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Not applicable

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:



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



**Streets and Maintenance (SAM) – Permits
Review Follow-Up Audit
No. A2025-06**

Issued by the
Internal Audit Department
June 11, 2025

City of El Paso
Internal Audit Department
Streets and Maintenance (SAM) – Permits Review Follow-Up Audit A2025-06

EXECUTIVE SUMMARY

The Internal Audit Department conducted a Follow-Up Audit of Streets and Maintenance (SAM) – Permits Review Audit Report dated July 10, 2023. The original Audit Report contained three (3) findings. Upon completion of the audit fieldwork, we have determined the status of the recommendation for each audit finding as outlined in the table below:

Finding No.	Description of Original Findings	Status
1	Streets and Maintenance does not have documented Policies and Procedures specific to the Permitting Function of the department.	In Progress – No further Follow-Up work will be necessary.
2	Streets and Maintenance is not issuing permits to contractors within one (1) working day as required by Chapter 12.30.080 of the City of El Paso Municipal Code. On average, SAM is taking <u>4 days longer</u> than as required by City Ordinance.	In Progress – No further Follow-Up work will be necessary.
3	Streets and Maintenance is not consistently conducting inspections on permitted sites before closing out the permit.	Implemented

For a detailed explanation of the findings and current observations please refer to the appropriate finding contained in the body of this Audit Report.

**City of El Paso
Internal Audit Department
Streets and Maintenance (SAM) – Permits Review Follow-Up Audit A2025-06**

BACKGROUND

The *Generally Accepted Government Auditing Standards* (Standard 8.30) states that auditors should evaluate whether the audited entity has taken appropriate corrective action to address findings and recommendations from previous engagements. The *Global Internal Audit Standards* (Standard 15.2) require that the Chief Audit Executive establish a follow-up process to monitor and ensure that management actions have been effectively implemented or that senior management has accepted the risk of not taking action.

AUDIT OBJECTIVES

The audit objective was to ensure that corrective action was taken by management to address the recommendations identified in the original Audit Report dated July 10, 2023.

AUDIT SCOPE AND METHODOLOGY

Our scope for September 1, 2024 to March 1, 2025 will include to:

- Review AECOM's assessment of Streets and Maintenance's Permitting Process.
- Review Streets and Maintenance Policies and Procedures related to the Permitting Process.
- Review City of El Paso Municipal Code to identify whether updates have occurred.
- Review Streets and Maintenance methods for keeping track of Permits that require inspections.

We conducted this audit in accordance with *Generally Accepted Government Auditing Standards* and the *Global Internal Audit Standards*. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

City of El Paso
Internal Audit Department
Streets and Maintenance (SAM) – Permits Review Follow-Up Audit A2025-06

***ORIGINAL FINDINGS, ORIGINAL RECOMMENDATIONS, MANAGEMENT’S RESPONSE
TO ORIGINAL FINDINGS, CURRENT OBSERVATION, AND STATUS***

Based on the follow-up audit results, each original finding recommendation will be designated with one of the following four status categories:

<i>Implemented</i>	The finding has been addressed by implementing the original corrective action or an alternative corrective action.
<i>In Progress</i>	The corrective action has been initiated but is not complete.
<i>Not Applicable</i>	The recommendation is no longer applicable due to changes in procedures or changes in technology.
<i>Not Implemented</i>	The recommendation was ignored, there were changes in staffing levels, or management has decided to assume the risk.

Original Finding 1

Policies and Procedures

City of El Paso Strategic Plan:

- Goal 6.4 *Implement leading-edge practices for achieving quality and performance excellence*
- Goal 6.12 *Maintain systems integrity, compliance and business continuity*

A strong system of internal controls requires that Policies and Procedures be developed that document routine or repetitive activity followed by an organization. The development and use of Policies and Procedures are an integral part of a successful quality system as it provides individuals with the information and guidance to perform a job properly.

Streets and Maintenance (SAM) does not have documented Policies and Procedures specific to the Permitting Function. SAM follows City Municipal Code: Chapter 12.30 – Temporary Traffic Control, Chapter 13.08 – Excavations and Chapter 15.08 – Street Rentals for guidance. SAM also follows Chapter 6 of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) for guidance.

Original Recommendation

Streets and Maintenance should develop a Policies and Procedures Manual specific to the Permitting Function of the department.

City of El Paso
Internal Audit Department
Streets and Maintenance (SAM) – Permits Review Follow-Up Audit A2025-06

Management's Response

Streets and Maintenance is currently completing its final evaluation of consultant recommendations of the ROW permitting process improvements. This evaluation will allow the department to develop a comprehensive Policies and Procedures Manual.

Responsible Party

Randy Garcia

Implementation Date

March 2024

Current Observation

Streets and Maintenance (SAM) provided six (6) draft documents of Procedures used by SAM staff for the Permitting Process. The documents have not been consolidated into a single manual and the manual has not been finalized. SAM entered into an agreement with a consultant, AECOM, to conduct additional work related to the Permitting Process and the work is ongoing.

Status

In Progress – We are very confident that the update to SAM's Permitting Procedure will occur. Additional work from AECOM is being conducted with an estimated completion date of December 2025. No further Follow-Up Audits will be necessary.

City of El Paso
Internal Audit Department
Streets and Maintenance (SAM) – Permits Review Follow-Up Audit A2025-06

Original Finding 2

Permit Issuance

City of El Paso Strategic Plan:

- Goal 6.5 *Deliver services timely and effectively with focus on continual improvement*
- Goal 6.7 *Deliver effective and efficient processes to maximize value in obtaining goods and services*

City of El Paso Municipal Code:

- Chapter 12.30.080 – *Approval or denial of temporary traffic control plan states that “the permit official shall approve or deny a completed application within **one city working day** of the permit official’s receipt of the completed application for permit.*

A sample of 25 permits issued within FY 2022 were selected for review. The sample was selected using a random number generator.

- Six (6) out of 25 (24%) permits selected were extensions on previously issued permits. The Internal Audit Office tracked the time from request to issuance of initial permit.
- Eight (8) out of 25 (32%) permit applications did not have an application date. The Internal Audit Office used the date of document upload on Accela to determine request date.

Streets and Maintenance issued 25 permits to contractors at an average of 5 working days per permit. On average, SAM is taking **4 days longer** than as required by City Municipal Code.

- Ten (10) permits were issued within one city working day as required by City Ordinance.
- The remaining 15 permits issuance ranged from 2 working days to 23 working days.

Working Days from Request to Issuance	# of Permits
0-1 days	10
2-5 days	8
6-9 days	2
10-14 days	1
15+ days	4

Original Recommendation

Streets and Maintenance (SAM) should work to revise the City Ordinance to better reflect SAM operations.

City of El Paso
Internal Audit Department
Streets and Maintenance (SAM) – Permits Review Follow-Up Audit A2025-06

Management's Response

Streets and Maintenance is beginning the process to revise the City Ordinances related to ROW permits based on the recommendations, specifically the process diagrams, provided by the outside consultants ROW permitting process improvement report.

Responsible Party

Randy Garcia

Implementation Date

October 2024

Current Observation

As of June 10, 2025, Chapter 12.30.80 of the City of El Paso Municipal Code has not been updated. The requirement of SAM approving or denying a completed permit application within one city working day still applies. A consultant contracted by SAM, AECOM, also provided a recommendation to adjust the Municipal Code to better reflect SAM operations. Therefore, we have two (2) entities that are recommending the same thing.

Status

In Progress – We are very confident that the recommendation to update Municipal Code 12.30.080 will happen. Additional work from AECOM is being conducted with an estimated completion date of December 2025. No further Follow-Up Audits will be necessary.

City of El Paso
Internal Audit Department
Streets and Maintenance (SAM) – Permits Review Follow-Up Audit A2025-06

Original Finding 3

Permit Inspections

City of El Paso Strategic Plan:

- Goal 6.3 *Implement programs to reduce organizational risk*

City of El Paso Municipal Code:

- Chapter 13.08.030 Subsection F – *“Permittees shall request appointments for inspections by city inspectors for backfill, two sack, asphalt or concrete placement by calling the permit official. Requests shall be made on or before the city work day prior to the day the permittee wishes the inspection to take place. Appointments shall be made subject to the availability of the city inspectors. Inspections not performed during normal city work hours shall be subject to the after hours inspection fee in Section 13.08.040.”*

A sample of 25 permits issued within FY 2022 were selected for review. The sample was selected using a random number generator.

- Ten (10) out of 25 (40%) permits selected had inspection documentation entered into Accela.
- Nine (9) out of 25 (36%) permits selected did not have any record of Inspections on Accela. Comments included in the emails noted that the contractors did not contact SAM to schedule inspections.
 - All 9 permits selected without inspection documentation were listed as “Closed” on Accela.
 - Backfill inspections for EPTC22-03192 did not occur as they were eliminated by the previous Transportation Manager to reduce the volume of pending inspections.
 - EPTC22-01325 did not have a final or other inspections conducted. Only a pre-construction inspection was conducted.
- Four (4) Traffic Control Permits selected did not have a corresponding Paving Cut Permit, therefore did not require inspections.
- Two (2) permits selected were under the Capital Improvement Department (CID). CID handles their own inspections.

Original Recommendation

Streets and Maintenance should develop inspection Policies and Procedures and an Aging schedule based on Permit Issuance Dates in order to keep track of sites that require inspections.

City of El Paso
Internal Audit Department
Streets and Maintenance (SAM) – Permits Review Follow-Up Audit A2025-06

Management's Response

Streets and Maintenance developed a ROW permit application and inspection checklist in conjunction with the outside consultants ROW permitting process improvement report. Upon implementation of Policies and Procedures Manual and adoption of the recommended ordinance changes the Department will begin to utilize the checklist. The Department is currently working with the City's IT department to develop a dashboard or report that tracks the aging of ROW permits.

Responsible Party

Randy Garcia

Implementation Date

October 2024

Current Observation

Streets and Maintenance has developed a "Pre-Construction and Inspection Checklist" to be used for permits that require pavement cuts. The checklist is completed and signed off by both the Contractor and a City inspector. The checklist is being used, but SAM is still integrating feedback from relevant stakeholders. A "Weekly Permit & Inspection Report" has been developed that monitors statistics such as Inspections Completed and Failed Inspections and drilldowns by Inspector.

Status

Implemented. Additional work from AECOM is being conducted with an estimated completion date of December 2025.

City of El Paso
Internal Audit Department
Streets and Maintenance (SAM) – Permits Review Follow-Up Audit A2025-06

INHERENT LIMITATIONS

Because of the inherent limitations of internal controls, errors or irregularities may occur and not be detected. Also, projections of any evaluation of the internal control structure to future periods beyond the Audit Report date are subject to the risk that procedures may become inadequate due to changes in conditions, management override of internal controls, or that the degree of compliance with the procedures may deteriorate. This was a limited scope audit which only reviewed the areas stated in the Audit Objectives during the Audit Scope period. No representations of assurance are made to other areas or periods not covered by this audit.

CONCLUSION

We have concluded our audit work on the objectives of the Streets and Maintenance (SAM) – Permits Review Follow-Up Audit. The audit evidence used in the analysis is sufficient and appropriate for addressing the objectives and supporting the observations and conclusion. In accordance with *Generally Accepted Government Auditing Standards*, we are required to conclude on whether Streets and Maintenance met the objectives of this Follow-Up Audit. Based on our audit work, we have determined that:

1. Streets and Maintenance Department met the audit objectives in the following areas:
 - Working to finalize a comprehensive Policies and Procedures Manual for their Permitting Process.
 - Working to revise Chapter 12.30.080 of the City of El Paso Municipal Code to better reflect department operations.
 - Developing a checklist and weekly report to keep track of Permits that require inspections and completed inspections.

We wish to thank Streets and Maintenance Department management and staff for their assistance and courtesies extended during the completion of this Follow-Up Audit.

Edmundo S. Calderón, CIA, CGAP, CRMA, MBA
Chief Internal Auditor

Sergio Carrillo, Jr., CGAP, MBA
Auditor III

Miguel Montiel, CIA, CGAP
Audit Manager

Distribution:

Financial Oversight and Audit Committee
Dionne Mack, City Manager
Yvette Hernandez, Deputy City Manager and City Engineer
Randy Garcia, Director – Streets and Maintenance



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-1150, 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

El Paso County 911 District, Scott Calderwood, (915) 832-6812

AGENDA LANGUAGE:

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

Discussion and action to approve the El Paso County 911 District FY 2025 - 2026 Budget to be presented by Scott Calderwood, Director.

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



DEPARTMENT: City Manager's Office

AGENDA DATE: 9/16/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Sasho Andonoski

PHONE NUMBER: (915) 212-1092

2nd CONTACT PERSON NAME: Scott Calderwood

PHONE NUMBER: (915) 832-6812

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

6. Set the Standard for Sound Governance and Fiscal Management

SUBGOAL:

SUBJECT:

Discussion and action to approve the El Paso County 911 District FY 2025 – 2026 Budget to be presented by Scott Calderwood, Director

BACKGROUND / DISCUSSION:

The Texas Health and Safety Code requires the District to submit the draft budget to its participating jurisdictions for review and feedback

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 (\$)

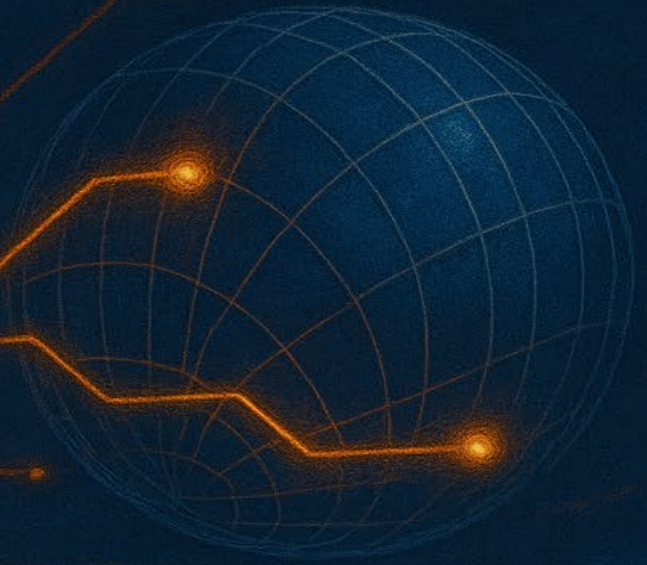
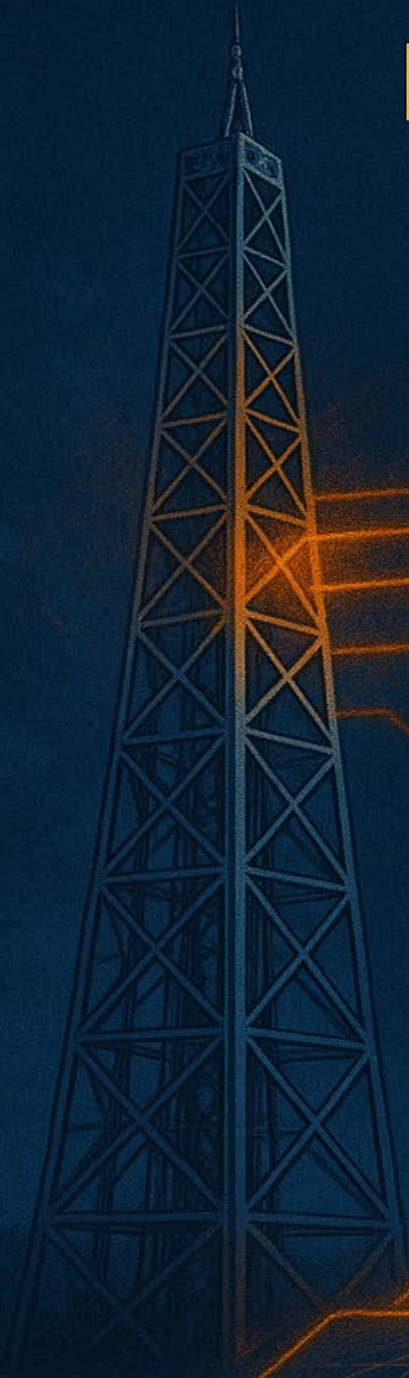
*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Sasho Andonoski Digitally signed by Sasho Andonoski
Date: 2025.08.27 08:27:26 -06'00'

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

EL PASO COUNTY 911 DISTRICT FY 26



CRITICAL PATHS FORWARD
STRATEGIC INVESTMENT IN 9-1-1 INFRASTRUCTURE



El Paso County 911 District Budget Plan Fiscal Year 2026

Attached for your review is our proposed budget for FY2026. On July 18, 2025, the El Paso County 911 District Board of Managers approved the proposed budget. Per our governing statute the District must present our budget to all of the participating jurisdictions within El Paso County for their review and approval. The budget will then be formally adopted by the Board of Managers prior to October 1, 2025.

This budget is designed to continue moving the El Paso Region into the next generation of 9-1-1 technology (NG911), interconnecting the community and first responders using the most efficient tools available. As we stand at the intersection of NG911 and the internet of things, the District is committed to unlocking the future of NG911 for El Paso.

We are proud of the excellent service we provide to the El Paso community and look forward to meeting with you to present our FY2026 budget. Please let us know if you have any questions and thank you for your support of El Paso's 9-1-1 system.

Sincerely,

Scott Calderwood, Executive Director
El Paso County 911 District
6055 Threadgill Ave.
El Paso, Texas 79924
(915) 832 6812
scottc@elpaso911.org

* Should your jurisdiction choose to take no formal action, this budget will be automatically approved by operation of statute on the sixty-first day following your receipt of this document.

EL PASO COUNTY 911 DISTRICT

District Mission

The El Paso County 911 District is an emergency communications district, providing 9-1-1 service in El Paso for over 30 years. Our mission is to continuously make a difference by providing outstanding professional services that facilitate the vital connection between our community and emergency services.

District Vision

The El Paso County 911 District will be a leader and innovator bringing the latest and most efficient technology to our 9-1-1 community. We will be a model 9-1-1 center respected by others across the country. We will be a high performing organization powered by motivated professionals that work harmoniously and collaboratively to support our mission.

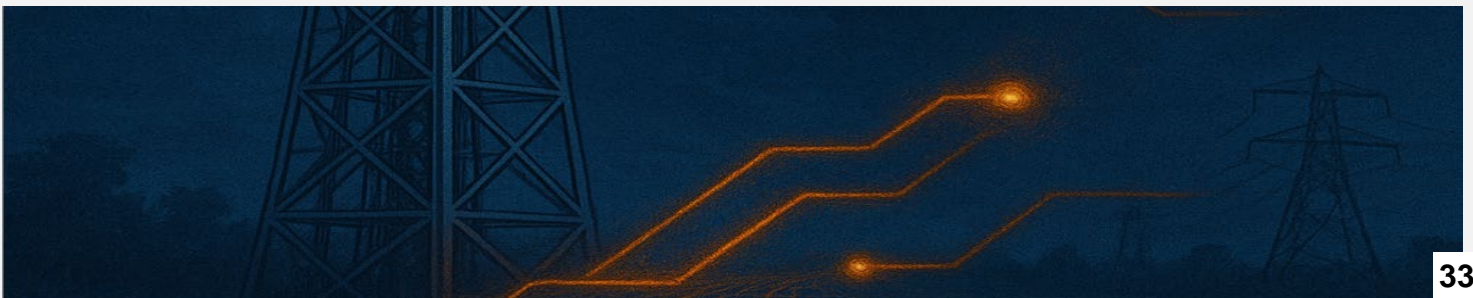
District Governance

The District operates under Texas Health and Safety Code, Chapter 772. It is governed by a Board of Managers appointed by the entities it serves. By statute the Board is made up of one member from the County of El Paso, two members from the most populous city in the County (City of El Paso), one member from the second most populous city in the County (City of Socorro), one member appointed, at large, by the Board of Managers to represent all other entities within the County, and one member from the predominant phone service provider (AT&T).

District Funding

The District is funded by 9-1-1 service fees. Fees are collected monthly from both wireline and wireless phones and remitted to the District. The Board maintains local control of wireline fees and sets the rate each year as a part of the budget process. For FY2026 the Board has maintained the fee from FY2015 of \$1.38 per residential line and \$4.46 per business line.

Wireless fees are set by the State of Texas. For FY2026 the wireless fee is \$.50 per line or 2% of any pre-paid phone service. The fees are collected by the State Comptrollers and distributed to 9-1-1 entities based on population.



2026 BOARD OF MANAGERS

Kristian Menendez, Chair
Emergency Services District No. 1

At-Large Representative

Oscar Ugarte
El Paso County Sheriff's Office

County of El Paso

Pete Pacillas
El Paso Police Department

City of El Paso

Robert Rojas
Socorro Police Department

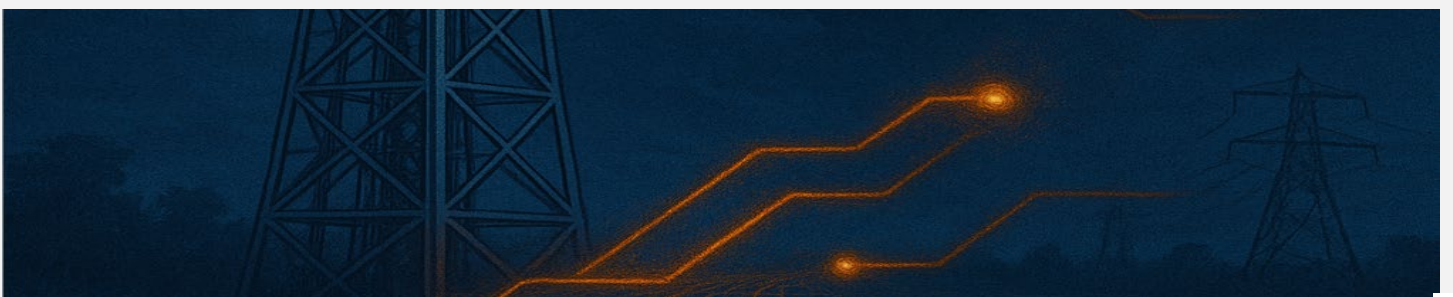
City of Socorro

Mario D'Agostino
El Paso Fire Department

City of El Paso

Monica Ballesteros
AT&T

Primary Phone Service Provider



911 DISTRICT VALUES

"DO THE RIGHT THING"

BE ACCOUNTABLE

Dependability
Fairness
Transparency

PRACTICE INTEGRITY

Honesty
Professionalism
Trustworthy

COLLABORATE

Build Relationships
Be Creative and Innovate
Teamwork
Effective Communication

INSPIRE

Self-Motivated
Enthusiastic

KINDNESS

Respect
Compassion
Service to Others

HAVE FUN

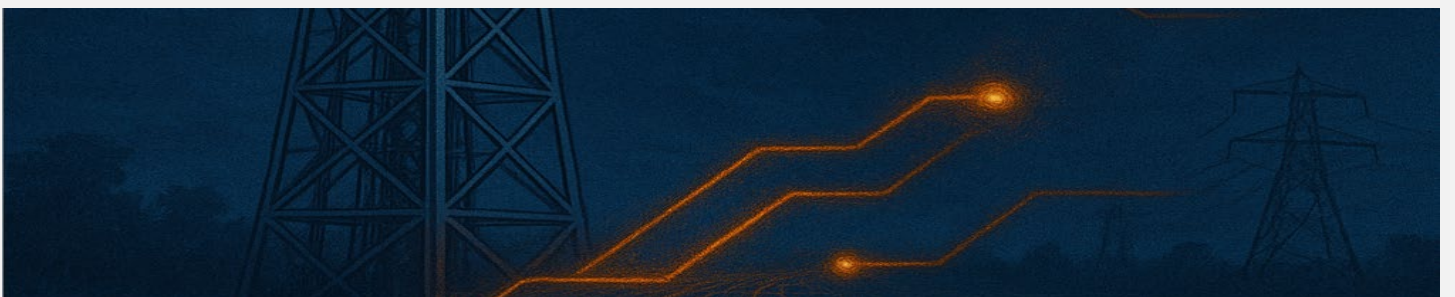


DISPATCH OFFICES SUPPORTED BY THE DISTRICT

- El Paso County Sheriff's Office
- Canutillo ISD Police Department
- City of El Paso 9-1-1 & 3-1-1 Communications
- City of Socorro Police Department
- Anthony Police Department
- Horizon City Police Department
- Emergency Service Districts (ESD) 1 & 2
- UTEP Police Department
- El Paso Independent School District Police Department
- Socorro Independent School District Police Department
- Ft. Bliss Directorate of Emergency Services
- El Paso Community College Police Department
- Texas Tech University Police Department
- Ysleta Del Sur Pueblo

RESPONSE AGENCIES SUPPORTED BY THE DISTRICT

Anthony Police Department	El Paso ISD Police Department
Clint Fire Department	El Paso Police Department
Clint Police Department	El Paso County Sheriff's Office
El Paso County Precinct 1 Constable's Office	Fabens Fire Department
El Paso County Precinct 2 Constable's Office	Fort Bliss Fire Department
El Paso County Precinct 3 Constable's Office	Fort Bliss Military Police Department
El Paso County Precinct 4 Constable's Office	Horizon City Fire Department
El Paso County Precinct 5 Constable's Office	Horizon City Police Department
El Paso County Precinct 6 Constable's Office	Montana Vista Fire Department
El Paso County Precinct 7 Constable's Office	San Elizario Fire Department
County Fire Marshals (ESD1)	San Elizario Town Marshal
County Fire Marshals (ESD2)	Socorro Fire Department
El Paso 3-1-1	Socorro ISD Police Department
El Paso Animal Control	Socorro Police Department
El Paso Community College Police Department	Texas Tech Police Department
El Paso County Ambulance Service	UT El Paso Police Department
El Paso Fire Department	West Valley Fire Department
El Paso Fire Marshal	YDSP Fire Department

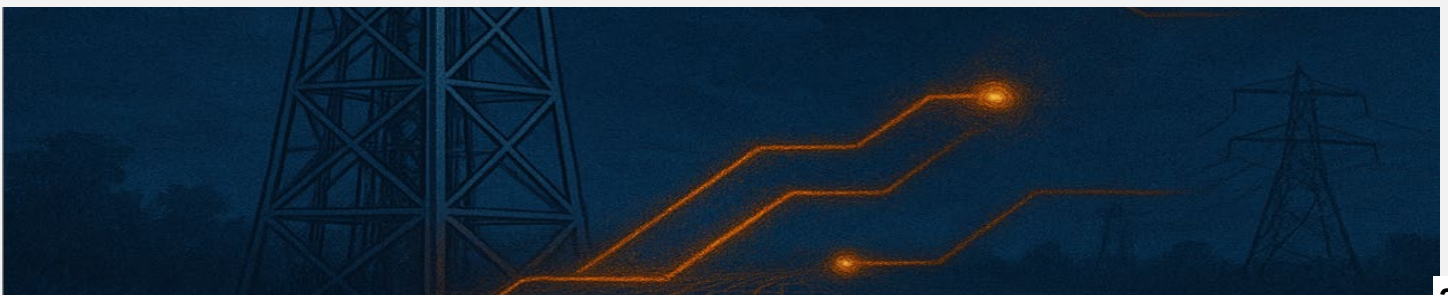


Proposed FY 2026 Budget

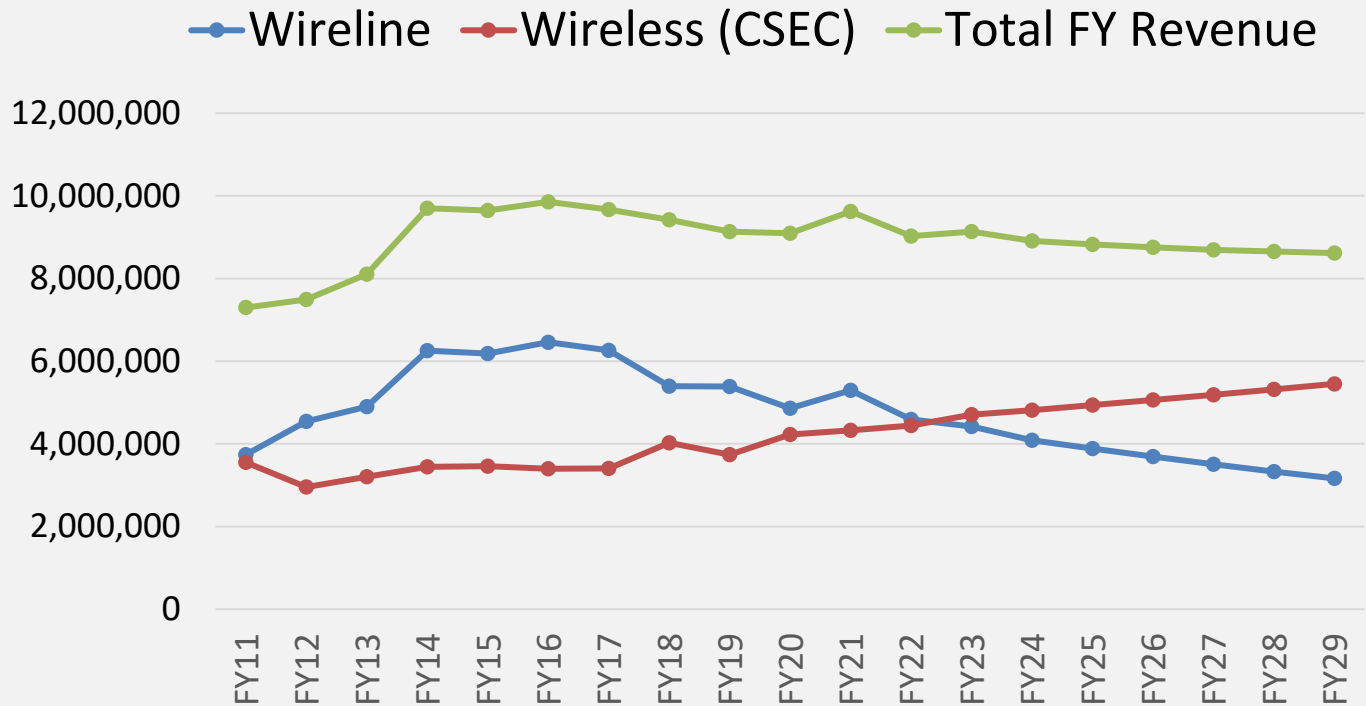
Revenue	FY25 Budget	Proposed FY26 Budget	Percentage +/-
Operating			
District Administration	11,713,112.00	9,422,950.00	-19.55%
Federal Grant			
ESInet NG911	511,372.50	0.00	-100.00%
Total Revenue	12,224,484.50	9,422,950.00	-22.92%

Expenditures	FY25 Budget	Proposed FY26 Budget	Percentage +/-
Operating			
District Administration	2,583,446.81	2,608,840.00	0.98%
911 Network Operations	5,394,851.48	5,637,993.16	4.51%
Facility Operations	960,369.00	746,558.04	-22.26%
Total Operating	8,938,667.29	8,993,391.20	0.61%
Agency Assistance			
Agency Support Programs	987,600.00	239,541.42	-75.75%
Total Agency Assistance	987,600.00	239,541.42	-75.75%
Federal Grant			
ESInet NG911	409,098.00	0.00	-100.00%
Total Federal Grant	409,098.00	0.00	-100.00%
Total Expenses	10,335,365.29	9,232,932.62	-10.67%

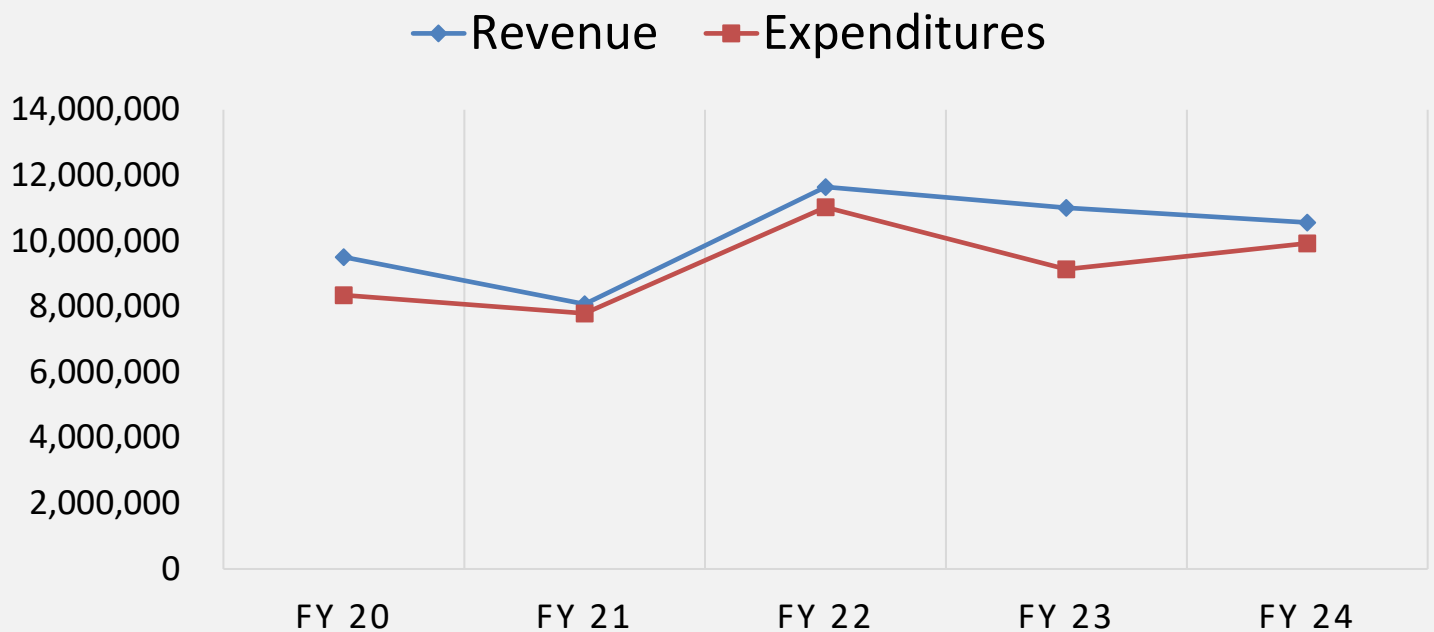
State Appropriations	0.00	1,305,550.00
Total State Appropriation Request	0.00	1,305,550.00



Revenue Analysis: Historical Trends and Future Projections



Yearly Financial Performance Analysis



FY26 Budget Summary

District Administration

\$2,608,840

(28.2% of total budget)

Major Expense Categories

- Salaries & Benefits: \$2,100,000
- Professional Services: \$50,000
- Insurance: \$75,400
- Supplies & Operations: \$385,000

Strategic Highlights

- Primary funding for staff salaries and benefits
- Includes liability insurance and legal/professional memberships
- Slight budget increase (+0.98%) reflects inflation, COLA and additional staffing

911 Network Operations

\$5,637,993

(61.1% of total budget)

Major Expense Categories

- Telephone Connectivity: \$1,485,600
- CAD & Software Maintenance: \$1,717,200
- Network & GIS Subscriptions: \$1,080,000
- Professional & Engineering Services: \$769,329

Strategic Highlights

- Significant investments in telecom infrastructure and CAD systems
- Increased GIS integration and vendor systems support
- Largest cost center; +4.51% from FY25 increase reflects modernization needs



Agency Support Programs

(2.6% of total budget)

\$239,541

Major Expense Categories

- Technology Assistance: \$176,541
- Public Education: \$13,000
- Training & Education: \$50,000

Strategic Highlights

- Support continues for agency partners on a leaner scale
- Training maintained for key staff roles
- 75% decrease from FY25

Facility Operations

(8.1% of total budget)

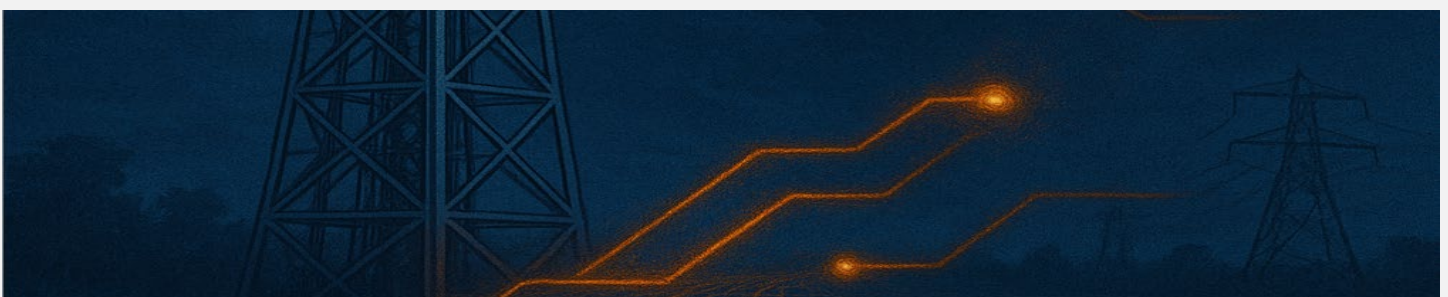
\$746,558

Major Expense Categories

- Utilities: \$229,000
- Custodial Services: \$245,663
- Maintenance: \$120,000
- Facility Supplies: \$115,695

Strategic Highlights

- Stable operating budget maintaining readiness of EPRCC facilities
- Sustained service levels with leaner resource use
- 22.26% decrease from FY25 due to operational efficiencies



State Appropriation Funding

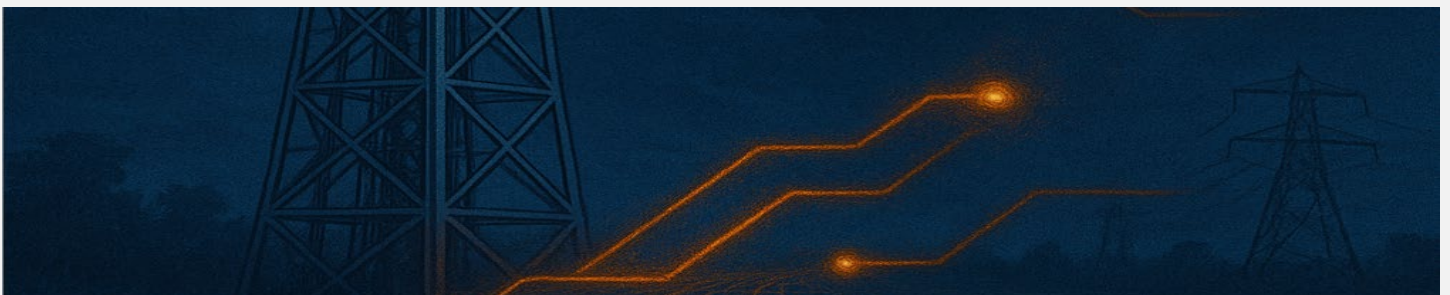
\$1,305,550

Major Expense Categories

- Maintenance Software & Subscriptions: \$262,500
- Equipment: \$400,000
- Furniture: \$150,000
- Professional Services: \$250,000
- Network Hardware & Software: \$230,000

Strategic Highlights

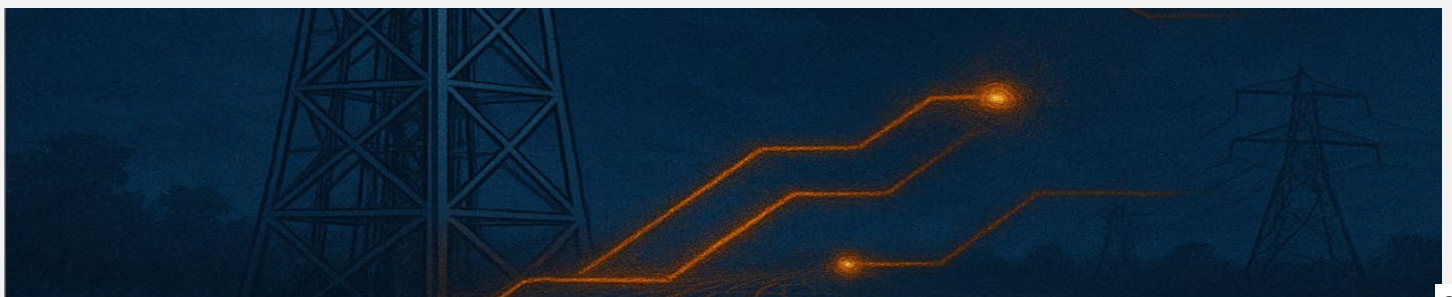
- Focus on hardware and software upgrades
- Audio Visual Replacement Equipment
- Facility upgrades
- 15.72% decrease from FY25



El Paso County 911 District Fiscal Year 2024 Budget Summary

	FY24 Adopted	FY24 Actual	
Revenue			
Operating			
District Administration	9,447,940.00	13,831,427.68	146.40%
Federal Grant			
Fed Grant Reimbursement	1,227,294.00	1,227,294.00	100.00%
Total Revenue	10,675,234.00	15,058,721.68	141.06%

	Budget	Expenditures	Percentage Used
Expenses			
Operating			
District Administration	2,921,573.54	2,873,412.70	98.35%
911 Network Operations	4,500,306.68	3,442,468.82	103.59%
Facility Operations	948,369.00	731,317.05	77.11%
Total Operating	8,370,249.22	7,047,198.57	84.19%
Agency Assistance			
Agency Support Programs	835,600.00	508,964.97	60.91%
Total Agency Assistance	835,600.00	508,964.97	60.91%
Capital Improvements			
Capital Items	0.00	1,023,815.00	0.00%
Total Capital Improvements	0.00	1,023,815.00	0.00%
Federal Grant Reimbursement			
ESInet NG911 Maint Reimb	1,227,294.00	1,227,294.00	100.00%
Total Federal Grant Reimbursement	1,227,294.00	1,227,294.00	100.00%
Total Expenses	10,433,143.22	9,807,272.54	94.00%





El Paso County 911 District

6055 Threadgill Ave. El Paso TX 79924 | (915) 562-3911 | Fax (915) 832-6808

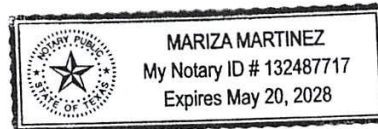
Sworn Statement

I, Scott Calderwood, Director of the El Paso County 911 District, swear that these Audited Financial Statements of the El Paso County 911 District are a true and correct report of the funds received and spent by the District during the fiscal year beginning October 1, 2023 and ending on September 30, 2024.

Scott Calderwood
Director
El Paso County 911 District

Sworn to and subscribed this 28th day of January 2025.

Mariza Martinez
Notary Public in and for the State of Texas
My commission expires: 5/20/28





"Our commitment to live by our
shared values is our strategy for
success."

El Paso County 911 District
6055 Threadgill Ave
El Paso, Texas 79924
info@elpasocounty911.org

Scott Calderwood
Executive Director
(915) 832-6812
scottc@elpasocounty911.org



Legislation Text

File #: 25-1161, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution to authorize the Mayor to sign a Certificate of Approval of the Highest Elected Official in conjunction with the proposed issuance by the Alamito Public Facilities Corporation, a public facility of the Housing Authority of the City of El Paso, in an aggregate principal amount not to exceed \$12,000,000.00, for the following residential rental project: South Mesa Hills I.

RESOLUTION

WHEREAS, the Housing Opportunity Management Enterprises PFC, a public facility of the Housing Authority of the City of El Paso, Texas, is in the process of issuing one or more issues or series following Multi-Family Housing Revenue Bonds:

\$12,000,000 for the residential rental project (the "Development") that will be located at or near 1040 S. Mesa Hills Dr. and 1060 S. Mesa Hills Dr., El Paso, Texas 79912.

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986 requires that before the bonds are issued, the issuance of such tax-exempt bonds must be approved by the highest elected official of the local governmental unit having jurisdiction over the area in which such facility is located after a public hearing following reasonable notice to the public;

WHEREAS, Housing Opportunity Management Enterprises PFC published a Notice of Public Hearing in the El Paso Times as required by Section 147(f) of the Internal Revenue Code on June 10, 2025, and held a public hearing on Tuesday, June 18, 2025;

WHEREAS, Housing Opportunity Management Enterprises PFC now requests that the Mayor sign a Certificate of Approval of the Highest Elected Official;

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

That the Mayor be authorized to sign the Certificate of Approval of the Highest Elected Official attached to this Resolution for the sole purpose of compliance with Section 147(f) of the Internal Revenue Code of 1986.

(Signatures on Following Page)

APPROVED this ____ day of _____, 2025


CITY OF EL PASO, TEXAS:

Renard U. Johnson
Mayor

ATTEST:

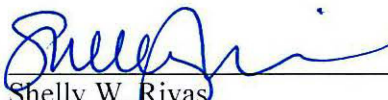
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Shelly W. Rivas
Alamito Public Facilities Corporation, a
public facility corporation of the Housing
Authority of the City of El Paso, Texas

APPROVAL OF APPLICABLE ELECTED REPRESENTATIVE

I, the duly elected Mayor of the City of El Paso, Texas (the “City”), in connection with the obligations (the “Bonds”) described in the published Notice of Public Hearing (the “Notice of Public Hearing”) attached as part of Annex A to the Minutes and Certification of Public Hearing attached hereto as Exhibit A (the “Public Hearing Certificate”), at which public hearing the members of the public were given the opportunity to appear as shown in Annex B to the Public Hearing Certificate, which Bonds are proposed to be issued by the Alamito Public Facilities Corporation:

Based upon the evidence presented to me, for the sole purpose of satisfying the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) and for no other purpose, I hereby approve the Bonds and the facilities to be financed partially with the proceeds thereof that are located within the City, all as described in the Notice of Public Hearing.

This approval is not to be construed as (i) a representation or warranty by the City or the undersigned that the Bonds will be paid or that any obligations assumed by any of the parties will, in fact, be performed, (ii) as a pledge of the faith and credit of or by the City; further, the fact that the undersigned has approved the Bonds as required by the Code may not, in any event, be used as a sales device with respect to the Bonds, or (iii) this approval shall not be construed as a representation or warranty by the City concerning the validity of the Bonds.

In Witness Whereof, I have set my hand this _____, 2025.

(Signatures appear on following page)


CITY OF EL PASO, TEXAS

Renard U. Johnson
Mayor

ATTEST:

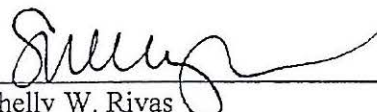
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

 9/10/2025

Karla M. Nieman
City Attorney

APPROVED AS TO CONTENT:



Shelly W. Rivas
Alamito Public Facilities Corporation, a public
facility corporation of the Housing Authority
of the City of El Paso, Texas

Signature Page to Approval of Applicable Elected Representative

EXHIBIT A

Minutes and Certification of Public Hearing

MINUTES AND CERTIFICATION OF PUBLIC HEARING

I, William T. Avila (the "Hearing Officer"), called to order the public hearing of the Alamito Public Facilities Corporation (the "Issuer"), a non-profit public facility corporation created by the Housing Authority of the City of El Paso, Texas d/b/a Housing Opportunity Management Enterprises (the "Authority"), on the proposed issuance by the Issuer of obligations (the "Bonds") in an aggregate principal amount not to exceed \$12,000,000, on Wednesday, June 18, 2025 at 11:00 a.m. Mountain Daylight Time, by teleconference.

The Hearing Officer stated that the public hearing required under Section 147(f) of the Internal Revenue Code of 1986, as amended, was open for purposes of discussing the proposed issuance of the Bonds, all as described in the Notice of Public Hearing published in the El Paso Times on June 10, 2025, as set forth in the Affidavit of Publication attached as Annex A hereto.

A summary of the comments is shown on Annex B attached hereto.

After sufficient time was given for all present to make their comments with respect to the proposed issuance of the Bonds, the Hearing Officer declared the public hearing closed.

WITNESS MY HAND this the 18th day of June, 2025.



William T. Avila
Hearing Officer
Alamito Public Facilities Corporation

ANNEX A

AFFIDAVIT OF PUBLICATION
(see attached)

AFFIDAVIT OF PUBLICATION


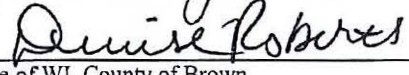
Housing Authority - Legals
Housing Authority - Legals
5300 E Paisano Dr
El Paso TX 79905

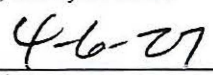
STATE OF WISCONSIN, COUNTY OF BROWN

The El Paso Times, a newspaper published in the city of El Paso, El Paso County, State of Texas, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

06/10/2025

and that the fees charged are legal.
Sworn to and subscribed before on 06/10/2025

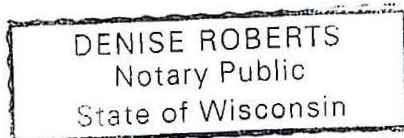

Legal Clerk

Notary, State of WI, County of Brown


My commission expires

Publication Cost:	\$317.20	
Tax Amount:	\$0.00	
Payment Cost:	\$317.20	
Order No:	11388381	# of Copies:
Customer No:	1367382	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



NOTICE OF PUBLIC HEARING

ALAMITO PUBLIC FACILITIES CORPORATION

Notice is hereby given of a telephonic public hearing to be held by Alamito Public Facilities Corporation (the "Issuer") a non-profit public facility corporation created by the Housing Authority of the City of El Paso, Texas d/b/a Housing Opportunity Management Enterprises ("HOME"), on June 18, 2025, at 11:00 A.M. MDT. Interested parties may join the public hearing on the date and the time indicated above by dialing +1-855-282-6330 (US Toll Free) and, when prompted, entering the meeting code 26626792232#.

The public hearing is regarding the issuance of obligations by the Issuer, which may be issued in one or more series, in an aggregate principal amount not to exceed \$[12,000,000] (the "Bonds"). The Bonds will be issued as exempt facility bonds for a qualified residential rental project pursuant to section 142(a)(7) of the Internal Revenue Code of 1986, as amended (the "Code"). Such qualified residential rental project (the "Development") will be located at or near 1040 S. Mesa Hills Dr. and 1060 S. Mesa Hills Dr., El Paso, Texas 79912, and the initial owner and principal user thereof will be the EP South Mesa Hills I, LP (or a related person or affiliate thereof).

All interested persons are invited to telephonically attend such public hearing to express their views with respect to the Development and the issuance of the Bonds. Questions or requests for additional information may be directed to Mr. William T. Avila, 300 Convent Street, Suite 2700, San Antonio, Texas 75205 (210-299-3415). Any interested persons unable to dial into the hearing, but who would like to express their views with respect to the Development and the Bonds, may submit their views in writing to Mr. Avila, Bracewell LLP, prior to the date scheduled for the hearing.
June 10, 2025

ANNEX B

There were no outside participants participating in the public hearing, and thus no comments were made.

NOTICE OF PUBLIC HEARING

ALAMITO PUBLIC FACILITIES CORPORATION

Notice is hereby given of a telephonic public hearing to be held by Alamito Public Facilities Corporation (the "Issuer") a non-profit public facility corporation created by the Housing Authority of the City of El Paso, Texas d/b/a Housing Opportunity Management Enterprises ("HOME"), on June 18, 2025, at 11:00 A.M. MDT. Interested parties may join the public hearing on the date and the time indicated above by dialing +1-855-282-6330 (US Toll Free) and, when prompted, entering the meeting code 26626792232#.

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All interested persons are invited to telephonically attend such public hearing to express their views with respect to the Development and the issuance of the Bonds. Questions or requests for additional information may be directed to Mr. William T. Avila, 300 Convent Street, Suite 2700, San Antonio, Texas 75205 (210-299-3415). Any interested persons unable to dial into the hearing, but who would like to express their views with respect to the Development and the Bonds, may submit their views in writing to Mr. Avila, Bracewell LLP, prior to the date scheduled for the hearing.

This notice is published, and the above-described hearing is to be held in satisfaction of the requirements of section 147(f) of the Code.

HEARING OFFICER'S SCRIPT FOR

PUBLIC HEARING OF

Alamito Public Facilities Corporation,
a public facility corporation of
Housing Authority of the City of El Paso, Texas

I am William T. Avila, the duly appointed hearing officer for this public hearing held in connection with the issuance by the Alamito Public Facilities Corporation of one or more series of its obligations, the proceeds of which will be used to finance qualified residential rental projects located at or near 1040 S. Mesa Hills Dr. and 1060 S. Mesa Hills Dr., El Paso, Texas 79912, as described in the Notice of Public Hearing published in the El Paso Times on June 10, 2025. As it is now 11:00 a.m. Mountain Daylight Time, which is the start time indicated in the Notice of Public Hearing, the public hearing is now declared open. Please note that this public hearing is being recorded.

All persons wishing to express their views on the issuance of the obligations or the facilities financed with the obligations will be invited to state their name. After collecting the list of names of those wishing to speak, I will call on each individual separately by name. When your name is called, you will be given the opportunity to express your views, but I ask that you limit your comments to 3 minutes so that everyone will have an opportunity to speak.

If you wish to express your views during this public hearing, please state your name

(Collect and Record Names)

[Having collected the names of all those who wish to express their views, I will now proceed to call on each person individually. As a reminder, please limit your comments to 3 minutes.] *[not necessary if no outside participants]*

(Receive and Record Public Comment)

There being no [additional] individuals that have declared an intention to express their views on the bonds or the projects financed with the bonds, this public hearing is declared closed.



Legislation Text

File #: 25-1162, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution to authorize and approve a No Objection Resolution of the City Council confirming that the City Council has no objection to the proposed South Mesa Hills I residential rental project development by Alamito Public Facilities Corporation, a public facility of the Housing Authority of the City of El Paso, located at and along the west side of South Mesa Hills Drive, just south of its intersection with Bluff Trail Lane El Paso, El Paso County, Texas 79912, and authorizing, empowering, and directing the City Clerk to certify the Resolution to the Texas Department of Housing and Urban Affairs.

RESOLUTION

WHEREAS, Paisano Housing Redevelopment (instrumentality of HACEP dba HOME) has proposed a development for 64 affordable rental housing units along the west side of South Mesa Hills Drive, just south of its intersection with Bluff Trail Lane El Paso, El Paso County, Texas 79912, named South Mesa Hills I, in the City of El Paso, Texas; and

WHEREAS, Paisano Housing Redevelopment (instrumentality of HACEP dba HOME) has committed to a minimum 45-year affordability period for those additional 64 units at the west side of South Mesa Hills Drive, just south of its intersection with Bluff Trail Lane El Paso, El Paso County, Texas 79912; and

WHEREAS, Paisano Housing Redevelopment (instrumentality of HACEP dba HOME) has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2025 Competitive 4% Housing Tax Credits for South Mesa Hills II.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the proposed **South Mesa Hills I** development located along the west side of South Mesa Hills Drive, just south of its intersection with Bluff Trail Lane El Paso, El Paso County, Texas 79912, named South Mesa Hills I, in the City of El Paso, Texas (TDHCA Application number _____) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on September 16, 2025.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this ____ day of _____, 2025.

CITY OF EL PASO, TEXAS

Renard U. Johnson
Mayor

ATTEST:

Laura Prine
City Clerk



9/10/2025

Karla M. Nieman
City Attorney



Legislation Text

File #: 25-1167, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

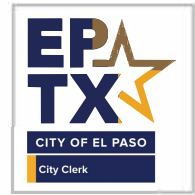
City Manager's Office, Robert Cortinas, (915) 212-1067

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing a budget transfer for \$3.6 million of unspent bond proceeds from the 2018 capital project fund 4743 to the debt service fund 1100 related to the Certificates of Obligation Series 2021C.

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



DEPARTMENT: Office of the City Manager

AGENDA DATE: 9/16/25

PUBLIC HEARING DATE:

PHONE NUMBER: 915-212-1067

CONTACT PERSON NAME: Robert Cortinas, Deputy CM and CFO

PHONE NUMBER:

2nd CONTACT PERSON NAME:

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

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

SUBGOAL:

6.6: Ensure Continued Financial Stability and Accountability Through Sound Financial Management, Budgeting and Reporting.

SUBJECT:

Approve a Resolution authorizing a budget transfer for \$3.6 million of unspent bond proceeds from the 2018 capital project fund 4743 to the debt service fund 1100 related to the Certificates of Obligation Series 2021C.

BACKGROUND / DISCUSSION:

As part of the fiscal year 2025 closeout process, we are recommending to authorize the transfer of unspent bond proceeds allocated to the Railroad Reconstruction project in fund 4743 to the debt service fund. These funds will be applied to future debt service payments.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

4743 2018 Capital Plan

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

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

That, as part of the fiscal year 2025 year-end closing process, the City Manager be authorized to transfer unspent bond proceeds, in the estimated amount of \$3,600,000 from CO 2021C, to be allocated to the Debt Service Fund in the estimated amount of \$3,600,000; and

That, the City Manager is hereby authorized to effect necessary budget transfers and execute any and all documents required to effectuate the intent of this Resolution.

APPROVED this _____ day of _____, 2025.

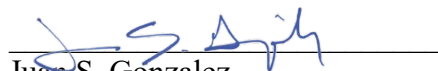
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Margarita M. Marin
Deputy Chief Financial Officer