Oscar Leeser Mayor



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

Tommy Gonzalez City Manager

AGENDA FOR THE REGULAR COUNCIL MEETING

December 06, 2022

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

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

Teleconference phone number: 1-915-213-4096 Toll free number: 1-833-664-9267 Conference ID: 144-178-968#

AND

AGENDA REVIEW MEETING COUNCIL CHAMBERS, CITY HALL 300 N. CAMPBELL AND VIRTUALLY December 05, 2022 9:00 AM Teleconference phone number: 1-915-213-4096 Toll free number: 1-833-664-9267 Conference ID: 821-200-95#

Notice is hereby given that an Agenda Review Meeting will be conducted on December 5, 2022 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on December 6, 2022 at 9:00 A.M. Members of the public may view the meeting via the following means:

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

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

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

At the prompt please enter the corresponding Conference ID:

Agenda Review, December 5, 2022 Conference ID: 821-200-95# Regular Council Meeting, December 6, 2022 Conference ID: 144-178-968#

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

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

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

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

Representatives Peter Svarzbein and Alexsandra Annello

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY EL PASO POLICE CHAPLAIN RABBI LEVI GREENBERG

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Pearl Harbor Day

Mr. and Mrs. Charles Q. Murphree Day

Leading the Way – Workplace Well-being Week

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of the Minutes of the Regular City Council Meeting of November 22, <u>22-1564</u>

2022, the Agenda Review of November 21, 2022, the Work Session of November 21, 2022, and the Work Session of January 31, 2022.

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.

<u>22-1565</u>

22-1551

22-1554

CONSENT AGENDA - RESOLUTIONS:

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

3. That the City Manager, or designee, is authorized to sign a Contract Amendment to Industrial Site Lease Agreement by and between the City of El Paso ("City") and Raiz Federal Credit Union, f/k/a El Paso Area Teachers Federal Credit Union ("Concessionaire"), regarding the credit union name change, accordingly, for the property municipally known and numbered as 6610 Continental Drive, El Paso, Texas.

The north one-half of Lot 14 and all of Lot 15, Block 3, El Paso International Airport Tracts, El Paso International Airport, El Paso, Texas, municipally known and numbered as 6610 Continental Drive, El Paso, Texas.

District 3

Airport, Sam Rodriguez, (915) 212-7301

4. That the City Manager is authorized to sign a Second Amendment to the Air Cargo Center Agreement by and between the City of El Paso ("Lessor") and Mesa Airlines, Inc. ("Lessee") regarding Lessee's use of that certain office, warehouse space, aircraft parking apron and ground service equipment parking apron, and vehicle parking. In addition, to extend the current term, add an additional extension option, and to allow for a rental adjustment. Located at the property known as Air Cargo Building #3, municipally known and numbered as 301 George Perry Blvd., Suite B.

The Lessee's current term began on October 29, 2019 and will end on February 13, 2023. This amendment will extend their lease to February 13, 2025. The annual rental fee is \$106,934.00 or \$8,911.17 per month. This amendment includes one option to extend the lease term one (1) additional year to February 13, 2026 and allow for a rental adjustment.

District 3

Airport, Sam Rodriguez, (915) 212-7301

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

5. That the City Manager be authorized to sign an Agreement between the CITY

<u>22-1530</u>

OF EL PASO and CENTER AGAINST SEXUAL AND FAMILY VIOLENCE (CASFV), a non-profit corporation, to provide outreach emergency counseling and follow-up public health services for the reported victims of sexual assault, a public health and safety function, for an annual amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00). The term of this Agreement shall start February 1, 2023 with two automatic annual renewals. The total amount of the three year period shall not exceed One Hundred and Fifty Thousand and No/100 Dollars (\$150,000)

All Districts

Police, Assistant Chief Zina Silva, (915) 212-4306

Goal 3: Promote the Visual Image of El Paso

A Resolution approving a detailed site development plan for the property described as a Portion of Lot 18, Block 13, Three Hills Addition, 7768 Toltec Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed detailed site plan 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: 7768 Toltec Drive Applicant: Candelaria Properties LP, PZDS22-00030

District 1

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Saul Pina, (915) 212-1612

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

 A Resolution that the "Mary Frances Keisling Park Master Plan Report" be adopted as the masterplan document for the future improvements and development, to be addressed in phasing, as funding becomes available.

District 1

Parks and Recreation, Ben Fyffe, (915)212-1766 Capital Improvement, Daniela Quesada, (915)212-1826

 8. That the period of January 3, 2023 through January 20, 2023 be declared Library Amnesty period for the El Paso Public Library ("the Library") to waive \$1.00 worth of fines for every canned or non-perishable food donation, \$1.00 worth of fines for every can of pet food, and \$2.00 worth of fines for every pound of dry pet food made to the MLK Canned Food Drive and Animal Services at Library locations.

All Districts

Libraries, Norma Martinez, (915) 212-3200

9. That the City Manager be authorized to sign the Second Amendment to the 22-1561

License Agreement, by and between the City of El Paso, a municipal corporation (the "City") and the El Paso Zoological Society, a Texas non-profit corporation (the "Society"), which was originally entered on December 18, 2012 to extend the term of the agreement by 3 months, ending on March 18, 2023.

All Districts

Zoo, Joe Montisano, (915) 212-2800

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

10. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$2,500.00 from Richard V. Teschner.
 22-1570

Members of the City Council, Representative Joe Molinar, (915) 212-0004

CONSENT AGENDA - BEST VALUE PROCUREMENTS:

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

11. The linkage to the Strategic Plan is subsection 2.9 - Promote Building Safety 22-1544

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to Oklahoma Investigative Group, Inc. dba Tricorps Security referencing Contract 2019-1056 Security for Municipal Court Guards Services. This change order is to increase the contract by \$140,000.00 for a total amount not to exceed \$1,294,645.20. The change order will cover additional expenses for Security Guard Services for the duration of the contract term, February 5, 2023.

Contract Variance: No Contract Variance

Department: Municipal Court
Award to: Oklahoma Investigative Group, Inc. dba Tricorps Security Oklahoma City, OK
Total Estimated Amount: \$140,000.00
Account No.: 522120-111-11030-2532-P1137
Funding Source Restrictive fund for Court Security
District(s): All

This is a Best Value, service contract

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218 Municipal Court, Lilia Worrell, (915) 212-5822

CONSENT AGENDA - BIDS:

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

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

<u>22-1543</u>

Award Summary:

The award of Solicitation 2023-0097 Tom Lea Lower Dog Park to Keystone GC, LLC. for an estimated total award of \$245,882.17. The project consists of the construction of a fenced in dog park to be located on the northwest site of Tom Lea Lower Park located at 1203 Schuster Ave. The scope of work includes but not limited to the furnish and install park benches, chain link fence with maintenance gates, concrete plaza, irrigation modifications, water fountains, waste disposal stations and mutty paw dispenser.

Department:	Capital Improvement
Award to:	Keystone GC, LLC.
	El Paso, TX
Item(s):	Base Bid I
Initial Term:	150 Consecutive Calendar Days
Base Bid I:	\$245,882.17
Total Estimated Award:	\$245,882.17
Funding Source:	Community Development Block Grant
Accounts:	471-2400-71240-580270- G7147CD62
District(s):	8

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Keystone GC, LLC., the lowest responsive and responsible bidder.

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

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

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

District 8

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218 Capital Improvement, Yvette Hernandez, (915) 212-1845

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

13. Management update on the City's financial health.

<u>22-1578</u>

All Districts

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

14. Presentation and discussion on El Paso Animal Services Volunteer Program. <u>22-1545</u>

All Districts

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

CALL TO THE PUBLIC – PUBLIC COMMENT:

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

Members of the public may communicate with Council during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 144-178-968#

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

REGULAR AGENDA - FIRST READING OF ORDINANCES:

INTRODUCTION OF ORDINANCES PURSUANT TO SECTION 3.9 OF THE EL PASO CITY CHARTER:

Public comment typically is not taken during the first reading of ordinances. Public comments are invited at the date of the scheduled public hearing.

Public Hearings will be held as part of the regular City Council meeting that begins at approximately 9:00 a.m. All interested persons present shall have an opportunity to be heard at that time. After the

public hearings, Council may also delay taking action on Ordinances; no requirement is made by Section 3.9B of the El Paso City Charter to publish any further notice. Copies of all Ordinances are available for review in the City Clerk's office, 300 N. Campbell, Monday through Thursday, 7:00 a.m. to 6:00 p.m.

Goal 3: Promote the Visual Image of El Paso

15. An Ordinance amending the following provisions of El Paso City Code Title 20 (Zoning): Chapter 20.02 (General Provisions and Definitions), Article II (Definitions) to add definitions for Type 1 and Type 2 Short Term Rentals and amend the definition for Bed and Breakfast Establishment; Chapter 20.08 (Permissible Uses), Section 20.08.030.C (Permissible Uses) Appendix A (Table of Permissible Uses) to add Type 1 and Type 2 Short Term Rentals; Chapter 20.10 (Supplemental Use Regulations) to add supplemental use regulations for Type 1 and Type 2 Short Term Rentals; Chapter 20.10 (Supplemental Use Regulations) to add supplemental use regulations for Type 1 and Type 2 Short Term Rentals; and Title 20 (Zoning) Chapter 20.14 (Off-street Parking, Loading and Storage Standards), Section 20.14.050 (Parking Requirements and Standards), Subsection C, Table of Parking Requirements and Standards: Appendix C (Table of Parking Requirements and Standards) to add parking requirements for Type 1 and Type 2 Short Term Rentals. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Kevin Smith, (915) 212-1566

PUBLIC HEARING WILL BE HELD ON JANUARY 17, 2023

16. An Ordinance amending Title 5 (Business License and Permit Regulations), to create Chapter 5.19 (Short Term Rentals) and subsections thereafter in the El Paso City Code relating to the permitting and registration requirement for short term rentals within the City of El Paso; the penalty as provided in 5.19.110 of the El Paso City Code.

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Tony De La Cruz, (915) 212-1589

PUBLIC HEARING WILL BE HELD ON JANUARY 17, 2023

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

An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.64 (City Employees' Pension Fund), Section 2.64.190 (Contributions), subsection (a) of the El Paso City Code, to allow the City to make the required employee participant contributions on behalf of the City Manager as agreed to by contract.

All Districts

Human Resources, Araceli Guerra, (915) 212-1401

PUBLIC HEARING WILL BE HELD ON DECEMBER 13, 2022

<u>22-1569</u>

<u>22-155</u>6

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

18. The linkage to the strategic plan is subsection 7.2 - Improve Competitiveness <u>22-1536</u> Through Infrastructure Improvements Impacting the Quality of Life.

Award Summary:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to TE of El Paso, LLC., the sole and authorized distributor for the 2023-0168 Autocar Proprietary Parts and Service, for a term of three (3) years for an estimated amount of \$675,000.00, with a stipulation that TE of El Paso, LLC. provides an updated sole source letter and affidavit each year. This contract will allow the purchase of Autocar Proprietary Parts and Service for the Fleet Division.

Contract Variance:

N/A

Department: Streets and Maintenance Vendor: TE of El Paso, LLC El Paso, TX Initial Term: 3 Years Annual Estimated Award: \$225,000.00 Total Estimated Award: \$675,000.00 (3 Years) Account No.: 532 - 3600 - 531210 - 37020 - P3701 (Parts) 532 - 3600 - 531250 - 37020 - P3701 (Service) Funding Source: Internal Service Fund District(s): All

This is a Sole Source contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to TE of El Paso, LLC, the sole and authorized distributor.

All Districts

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

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

19. An Ordinance amending Title 13 (Streets, Sidewalks and Public Places), Chapter 13.34 (Picketing), Section 13.34.020 (Notice of Intent to Picket) to add exceptions and spontaneous events; Chapter 13.34 (Picketing), Section 13.34.030 (Receipt of Notification) to delete and reserve; Chapter 13.34 (Picketing), Section 13.34.050 (Violation) to delete and reserve; Chapter 13.36 (Parades and Public Assemblies) to amend chapter title to 'Parades;' Chapter 13.36 (Parades and Public Assemblies), Section 13.36.010 (Definitions) to delete 'Demonstration' and 'Public Assembly' from definitions; Chapter 13.36 (Parades and Public Assemblies), Section 13.36.020 (Permit Required) to add spontaneous event exception; Chapter 13.36 (Parades and Public Assemblies), Section 13.36.100 (Violation - Penalty) to remove the term 'Public Assembly from violations; Chapter 13.38 (Special Events), Section 13.38.020 (Definitions) to remove Picketing, Demonstrating, Parades, and Public Assembly from the definition of 'Special Events;' the penalty as provided in Section 13.36.100 and 13.38.110 of the City Code.

All Districts

Police, Assistant Chief Peter Pacillas, (915) 212-4302

Goal 3: Promote the Visual Image of El Paso

20. An Ordinance changing the zoning of Lots 25 through 32, Block 15, Highland Park Subdivision, City of El Paso, El Paso County, Texas from R-5 (Residential) to A-O (Apartment/Office). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

<u>22-1422</u>

22-1435

22-1507

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 Detroit Avenue and East of Murchison Drive Applicant: T.J. Karam, PZRZ22-00028

District 8

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

21. An Ordinance changing the zoning of the South 27 feet of Lots 30, 31, and 32, in Block 100, East El Paso, 1112 N. San Marcial Street, City of El Paso, El Paso County, Texas from R-5 (Residential) to G-MU (General Mixed Use), and approving a master zoning plan. 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: 1112 N. San Marcial Street Applicant: Buck Money Johnston and Brian Campbell Bosworth, PZRZ22-00022

District 2

	Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis Zamora, (915) 212-1552		
22.	An Ordinance terminating the Sign Design non-exclusive franchise for waste containers on sidewalks and other City property.	<u>22-1479</u>	
	All Districts Environmental Services, Ellen A. Smyth, (915) 212-6000		
23.	An Ordinance granting to Tyler Lyon El Paso Street Ads, LLC a non-exclusive franchise for waste containers on sidewalks and other City property.	<u>22-1476</u>	
	All Districts Environmental Services, Ellen A. Smyth, (915) 212-6000		
24.	An Ordinance granting to Ruben Torres d/b/a Elite Advertising a non-exclusive franchise for waste containers on sidewalks and other City property.	<u>22-1478</u>	
	All Districts Environmental Services, Ellen A. Smyth, (915) 212-6000		
	REGULAR AGENDA - OTHER BUSINESS:		
Goal 7	: Enhance and Sustain El Paso's Infrastructure Network		
25.	Discussion and action that the City Manager be authorized to sign an Amendment to the Multiple Use Agreement between the City of El Paso and the State of Texas, on behalf of the Texas Department of Transportation, to permit the City of El Paso to design, construct, operate and maintain additional public parking on the Spur 601 right of way.	<u>22-1532</u>	
	District 3 Capital Improvement Department, Yvette Hernandez, (915) 212-1860		
Goal 8	: Nurture and Promote a Healthy, Sustainable Community		
26.	Discussion and action to approve policies and procedures for planning and implementation of the Community Development Block Grant (CDBG) Program, Emergency Solutions Grant (ESG) Program, HOME Investment Partnerships (HOME) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program.	<u>22-1555</u>	
	All Districts Community and Human Development, Nicole Ferrini, (915) 212-1659		
EXECUTIVE SESSION			

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

Representatives Peter Svarzbein and Alexsandra Annello

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 551.071CONSULTATION WITH ATTORNEYSection 551.072DELIBERATION REGARDING REAL PROPERTYSection 551.073DELIBERATION REGARDING PROSPECTIVE GIFTSSection 551.074PERSONNEL MATTERSSection 551.076DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITSSection 551.087DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONSSection 551.089DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED
MEETING

ADJOURN

NOTICE TO THE PUBLIC:

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

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

http://www.elpasotexas.gov/



Legislation Text

File #: 22-1564, 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 November 22, 2022, the Agenda Review of November 21, 2022, the Work Session of November 21, 2022, and the Work Session of January 31, 2022.

OSCAR LEESER Mayor

TOMMY GONZALEZ CITY MANAGER



CITY COUNCIL PETER SVARZBEIN, DISTRICT 1 Alexsandra Annello, District 2 Cassandra Hernandez, District 3

Joe Molinar, District 4 Isabel Salcido, District 5 Claudia L. Rodriguez, District 6 Henry Rivera, District 7

CISSY LIZARRAGA, DISTRICT 8

MINUTES FOR REGULAR COUNCIL MEETING

November 22, 2022 COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY 9:00 AM

.....

ROLL CALL

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:02 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Joe Molinar, Isabel Salcido, and Henry Rivera. Late arrivals: Cassandra Hernandez and Claudia Rodriguez at 9:03 a.m. and Alexsandra Annello at 9:18 a.m. Cissy Lizarraga requested to be excused from this meeting. Early departure: Cassandra Hernandez at 12:35 p.m. The invocation was given by El Paso Police, Fire and Ministry Coordinator for the Sheriff's Office, Chaplain Sam Faraone followed by the Pledge of Allegiance to the Flag of the United States of America.

INVOCATION BY EL PASO POLICE, FIRE AND MINISTRY COORDINATOR FOR THE SHERIFF'S OFFICE, CHAPLAIN SAM FARAONE

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

7th Annual Veterans Food Drive Month

Buy El Paso Day

NOTICE TO THE PUBLIC

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

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, and Rivera NAYS: None NOT PRESENT FOR THE VOTE: Representatives Annello and Rodriguez ABSENT: Representative Lizarraga

CONSENT AGENDA - APPROVAL OF MINUTES:

.....

REGULAR CITY COUNCIL MEETING MINUTES NOVEMBER 22, 2022

1

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

*Motion made, seconded, and unanimously carried to APPROVE the Minutes of the Regular

1. City Council Meeting of November 8, 2022, the Agenda Review Meeting of November 7, 2022, the Work Session of November 7, 2022, and the Special Meeting of November 16, 2022.

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

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

*Motion made, seconded, and unanimously carried to EXCUSE Representative Cissy Lizarraga from the Regular City Council Meeting of Tuesday, November 8, 2022.

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

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

.....

3.

*RESOLUTION

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

That the City Manager be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), Kalil Bottling Co. of El Paso ("Assignor"), and Admiral Beverage Corporation, a Wyoming corporation ("Assignee") for the following described property:

Lots 5 and 6, Block 7, El Paso International Airport Tracts, Unit 1, City of El Paso, El Paso County, Texas, containing 61,564 square feet of land more or less, commonly known and numbered as 7328 Boeing Drive, El Paso, Texas.

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

4.

..... *RESOLUTION

WHEREAS, on October 2, 2018 the City of El Paso ("City") awarded Contract No. 2018-1665R Physical Exams and Drug Testing to El Paso Healthcare System, LTD, dba Las Palmas Del Sol Healthcare ("Vendor"):

WHEREAS, the City desires to terminate the Contract for Default, pursuant to the provisions of Section XIV.B. of the Contract.

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

That the Purchasing Director is authorized to notify Vendor that City is terminating awarded Contract No. 2018-1665R Physical Exams and Drug Testing for Default pursuant to the provisions and requirements of the Contract, and that the termination shall be effective as of November 22, 2022.

5.

..... *RESOLUTION

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

2

That the City Manager be authorized to sign an agreement for physical exams, drug screening, and drug and alcohol testing services for the City's Police Department between the City of El Paso ("City") and Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers, contract 2023•0182 Physical Exams and Drug Testing Screening for a six (6) month term from the date this Agreement is approved by the City Council, for a total amount of \$68,797.

6.

.....

*RESOLUTION

.....

WHEREAS, on May 18, 2018 the City of El Paso ("City") awarded Contract No. 2018-555R Baseline Physical Exams for Firefighters to El Paso Healthcare System, LTD, dba Las Palmas Del Sol Healthcare ("Vendor"):

WHEREAS, the City desires to terminate the Contract for Default, pursuant to the provisions of Section XII.B. of the Contract.

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

That the Purchasing Director is authorized to notify Vendor that City is terminating awarded Contract No. 2018-555R Baseline Physical Exams for Firefighters for Default pursuant to the provisions and requirements of the Contract, and that the termination shall be effective as of November 22, 2022.

Goal 3: Promote the Visual Image of El Paso

7.

*RESOLUTION

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

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

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

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

407 Clayton Ave, more particularly described as Tr 15-E (1.00 Ac), Block 6, Upper Valley Subdivision, City of El Paso, El Paso County, Texas, PID #U819-999-006A-1005

to be \$336.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of January, 2022, and approves the costs described herein.

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2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SIX AND 50/100 DOLLARS (\$336.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

*RESOLUTION

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

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

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

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

453 Chesak Cir, more particularly described as Lot 5 (10134 Sq FT), Block 1, Chesak Place Subdivision, City of El Paso, El Paso County, Texas, PID #C360-999-0010-2100

to be \$481.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHTY ONE AND 00/100 DOLLARS (\$481.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

*RESOLUTION

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

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

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

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

632 Barcelona Dr, more particularly described as Lot 10, Block 8, Clardy Fox Subdivision, City of El Paso, El Paso County, Texas, PID #C622-999-0080-1900

to be \$405.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIVE AND 50/100 DOLLARS (\$405.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

***RESOLUTION**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, STATE OF TEXAS C/O DISTRICT ATTY 34TH JUD DIST, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

6295 Alameda Ave, more particularly described as Lot 7 (924 Ft On N & S & 190.9 Ft On E & W), Corbin Subdivision, City of El Paso, El Paso County, Texas, PID #C771-999-0000-4100

to be \$481.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHTY ONE AND 00/100 DOLLARS (\$481.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

*RESOLUTION

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

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

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

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

370 S Glenwood St, more particularly described as S 55 Ft Of Lot 27 (Excw 10 Ft On St)(20185 Sq Ft), Block 6, Alameda Acres Subdivision, City of El Paso, El Paso County, Texas, PID #A438- 999-0060-5101

to be \$508.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17th day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED EIGHT AND 00/100 DOLLARS (\$508.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

*RESOLUTION

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

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

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

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

428 Jensen Ave, more particularly described as Lot 8, Block D, Thomas Manor Subdivision, City of El Paso, El Paso County, Texas, PID #T240-999-000D-2900

to be \$352.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY TWO AND 00/100 DOLLARS (\$352.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

*RESOLUTION

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

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

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

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

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

1828 Joan Francis St, more particularly described as Lot 18 (4725.00 Sq Ft), Block 26, Montwood Heights #6 Subdivision, City of El Paso, El Paso County, Texas, PID #M771-999-0260-1800

to be \$348.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 20th day of April, 2022, and approves the costs described herein.

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

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

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

***RESOLUTION**

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

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

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

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

1415 E Yandell Dr, more particularly described as Lot 25 & E 8.333 Ft Of 24 (3960 Sq Ft), Block 61, Franklin Heights Subdivision, City of El Paso, El Paso County, Texas, PID #F607-999-0610-7100

to be \$339.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY NINE AND 00/100 DOLLARS (\$339.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

*R E S O L U T I O N

WHEREAS, in December of 2018, the property owner submitted a signed and sealed tax exemption application under the requirements of the El Paso City Code section 3.04.035 for the rehabilitation of the property located at 4768 Caples Circle, in the City of El Paso, El Paso County, Texas, (the "Property") which is a contributing property within the Austin Terrace historic district, and such application was approved by staff;

WHEREAS, the Property owner submitted an application to the Historic Preservation Office for the work to be done on the Property in accordance with the requirements of the El Paso City Code Section 20.20.080(£);

WHEREAS, the Property owner completed the proposed improvements, and staff reviewed the application, the supporting documentation, and conducted a site visit to determine if the preservation work was compliant with the application;

WHEREAS, staff has determined that the work is substantially compliant with the original application and the Tax Exemption application, and the requirements of the section 3.04.035 of the El Paso City Code; and

WHEREAS, staff has determined that the Property is eligible for an exemption from any increase in the City's portion of the accessed ad valorem taxes for a maximum of ten (10) years in part because it is a contributing property in the Austin Terrace historic district.

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

 Pursuant to section 3.04.035 of the El Paso City Code, the property owner of property described as 124 Government Hill N 1/2 Of 70 To 74 (8783 Sq Ft) 4 Mills in the City of El Paso, El Paso County, Texas, commonly known as 4768 Caples Circle, is hereby exempt from any increase in the City's portion of the ad valorem taxes on the value of the improvement for a period of ten (10) years.

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8.

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

..... *RESOLUTION

WHEREAS, The Sun Bowl Association (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the Sun Bowl Thanksgiving Parade & Turkey Trot from 3:00 a.m. to 2:00 p.m. on Thursday. November 24, 2022 (hereinafter referred to as the "Event"); and

WHEREAS. The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of El Paso (hereinafter referred to as the "City") has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including Copia St. between La Luz Ave. and Tularosa Ave. within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours: and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the Sun Bowl Thanksgiving Parade & Turkey Trot from 3:00 a.m. to 2:00 p.m. on Thursday, November 24, 2022, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s) in excess of four hours for portions of Copia St. between La Luz Ave. and Tularosa Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

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

.....

10.

9.

*RESOLUTION

.....

WHEREAS, on November 25, 2005, the City of El Paso (the "City") adopted a Debt Management Policy that set forth the parameters for issuing new debt as well as managing the outstanding debt portfolio, identifies the types and amounts of permissible debt and

ensures that the City maintains a solid bond rating in order to minimize borrowing costs and preserving access to credit; and

WHEREAS, the City has reviewed its debt management policy at least bi-annually in accordance with the provisions of the Policy requiring Council review; and

WHEREAS, the City last reviewed and amended the City's Debt Management Policy on September 1, 2020; and

WHEREAS, the City now desires to further amend and restate the City's Debt Management Policy for Fiscal Years 2023-2024.

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

That the City hereby approves the amended and restated City of El Paso Debt Management Policy for FY2023-2024 which is attached hereto as *Exhibit A* and incorporated herein by reference.

The City of El Paso Debt Management Policy

1.0 POLICY

It is the policy of the City of El Paso ("City") to develop and maintain a sound debt management program. This policy sets forth the parameters for issuing new debt as well as managing the outstanding debt portfolio, identifying the types and amounts of permissible debt, maintaining the current bond rating in order to minimize borrowing costs and preserving access to credit. It is the intent of the City to establish this policy to provide guidance to staff to:

- Ensure high quality debt management decisions;
- Ensure that debt management decisions are viewed positively by rating agencies, the investment community and the citizenry-at-large;
- Ensure support for debt issuances both internally and externally;
- Demonstrate a commitment to long-term financial planning.

2.0 SCOPE

The City of El Paso Debt Management Policy (this "Policy") applies to all debt instruments issued by the City regardless of the funding source. Funding sources can be derived from ad valorem taxes, general City revenues, enterprise fund revenues or any other identifiable source of revenue that may be identified for appropriate pledging for bonded indebtedness.

3.0 OBJECTIVES

The primary objective of this Policy is to ensure that the City establishes and maintains a solid position with respect to its debt service fund. It is intended to demonstrate that proceeds from long- term debt will not be used for current operations but rather for capital improvements and other long-term assets.

The City prepares Capital Improvement Plan (CIP) budgets which are presented to City Council for approval. Since the aggregate cost of desired capital projects generally exceeds available funds, the capital planning process prioritizes projects and identifies the funding needs. Debt is issued for CIP in accordance with this policy. Other objectives include: bonds will be paid back within a period not to exceed, and preferably sooner than, the expected useful

life of the capital project; decisions will be made based on a number of factors and will be evaluated against long-term goals rather than a short-term fix; and the debt service funds will be managed and invested in accordance with all federal, state and local laws.

4.0 STRUCTURE OF DEBT

Debt service will be structured, to the greatest extent possible, to match projected cash flows, minimize the impact of future property tax levies, and maintain a relatively rapid payment of principal. The term of the debt issuance should equal the lesser of the useful life of the asset being financed or the maximum maturity permitted by State law for the obligations issued to finance the acquisition and/or construction of the asset.

4.1 Fixed Interest versus Variable Interest

The City primarily issues fixed rate bonds to protect the City against interest rate risk. The City has the option to issue variable rate bonds and may, if market conditions warrant, consider such a structure. Commercial paper notes, due to their short-term maturities (365 days or less), are treated as variable rate obligations.

4.2 Other Considerations

Bonds are generally issued with an average life of 26 years or less for general obligation bonds, certificates of obligation and revenue bonds but may be greater for some projects such as landfills and major utility facilities whose lives are greater than 20 years. Typically, interest is paid in the first fiscal year after a bond sale, and generally principal is paid no later than two years after the debt is issued. Call provisions for bond issues shall be made as short as possible consistent with the lowest interest cost to the City. The targeted maximum length to call is 10 years. However, the City may opt for a call date longer than 10 years in order to achieve the necessary goals of the particular issue.

5.0 FINANCING ALTERNATIVES

It is the City's intent to develop a level of cash and debt funded capital improvement projects that provide the citizens with the desired amount of City services at the lowest cost. The City may use both, general obligation bonds or certificates of obligations, as deemed appropriate by City staff and approved by Council. Generally, proceeds from bonded indebtedness are to be used only for capital expenditures related to the acquisition, construction, improvement or renovation of a City facility or public access roads as well as any permanent public improvement or asset purchase or such other purposes permitted by the City Charter and applicable law.

5.1 General obligations bonds will be used if the following criteria are met:

- The size of the issuances is based on the capital funding needs of the City at a particular time and the recommendation of the Chief Financial Officer (CFO) in conjunction with the City's bond counsel and financial advisor
- Funds will be used for new and expanded facilities, major repair/ renovations to existing facilities, quality-of-life projects, public safety projects and debt refunding
- Useful lives of assets acquired will be fifteen (15) years or more; or will extend the useful life of an asset for more than fifteen (15) years
- Voter authorized debt except for bond refundings as per section 7.4

5.1.1 The total dollar amount of bond election propositions recommended to the voters shall not exceed the City's estimated ability to issue said bonds within a normal 10-year period.

5.1.2 The use of reimbursement resolutions may be used as a cash management tool for general obligation debt funded projects.

5.1.3 The City may choose to issue general obligation debt which will be issued for the following projects/acquisitions:

- Quality-of-Life (QOL) projects
- Construction of new facilities, park projects, zoo projects, and other projects as approved by the voters
- Capital asset acquisitions (heavy equipment, vehicles, IT equipment, etc.)
- Rehabilitation and/or extension of the useful life of existing facilities, including existing QOL facilities, by more than 15 years
- Street infrastructure projects
- Street resurfacing, street lights, ADA modifications, traffic calming devices, storm water/drainage work, and small equipment related to QOL projects
- Public safety projects
- Any other purpose permitted by City Charter and applicable laws

5.2 Quality of Life – General Obligation Bonds

QOL projects are defined as capital improvement and/or facility projects including, but not limited to, the City's parks, museums, zoo, libraries, capital asset acquisitions, non-public safety facilities, and entertainment, sports and amusement-type facilities which will improve the quality of life for City residents.

The criteria for use of the QOL bond proceeds will be effective from the date of the bond issue until the projects are complete or the QOL bond proceeds are exhausted.

Capital assets financed with QOL general obligation debt shall have a value of at least \$5,000 and a useful life of at least three years. This is an exception to the general obligation bonds as per section 5.1 in order to fully equip and furnish QOL facilities to be ready for the public use. The project value will sometimes include individual items or a group of items within the same asset category that are combined to form one unit (group asset), which is needed to bring a project to completion and available for public use.

Additional approved uses may include street resurfacing, street lights, ADA modifications, traffic calming devices, storm water/drainage, library books and materials, works of art, and small equipment related to the QOL projects.

5.3 Certificates of Obligation – For Issuances less than \$100 million

It is the City's priority to fund the majority of capital projects with voter-approved debt. However, on occasion, it becomes necessary to seek additional financing in order to make necessary infrastructure improvements, renovate existing facilities, and extend the useful life of an asset. Certificates of Obligation (CO) will be issued for the following projects/acquisitions:

- Capital asset acquisitions (heavy equipment, vehicles, IT equipment, etc.)
- Rehabilitation and/or extension of the useful life of existing facilities, including existing QOL facilities, by more than three years
- Street resurfacing
- Unpaved right-of-ways
- ADA retrofitting/rehabilitation projects

- Street lighting
- Infrastructure projects (street and draining work)
- Emergency city facilities rehabilitation
- Major core service facilities (police, fire, streets, etc.)
- Complete or enhance QOL projects previously approved by voters and subsequently approved additional funding by City Council

Notwithstanding the policy set forth herein and in section 5.1, CO's or other long-term debt may be considered if one or more of the following criteria are met:

- There is need to complete or enhance QOL projects previously approved by voters
- The need for the project is urgent and immediate
- The project(s) is necessary to prevent an economic loss to the City
- Source of revenue is specific and can be expected to cover the additional debt
- The expected debt is the most cost effective financing option available

In addition, the average maturity of non-voter approved debt shall not exceed the average life of the project financed. Capital items financed with long-term CO debt shall have a value of at least \$5,000 and a life of at least 3 years.

Reimbursement resolutions may be used for projects funded through CO's.

5.4 Certificates of Obligations – Enterprise Fund

CO's for an enterprise system will be limited to only those projects, which can demonstrate the capability to support the long-term debt either through its own revenues or another pledged source other than ad valorem taxes and meet the same criteria as outlined in 5.3 above.

5.5 Revenue Bonds

Revenue bonds will be issued for projects that generate revenues that are sufficient to repay the debt. Except where otherwise required by State Statutes, revenue bonds may be issued without voter approval and only in accordance with the laws of Texas.

5.6 Conduit Debt

The City may sponsor conduit financings for those activities that serve a public purpose, are in the best interest of the City, and adhere to Texas law. All conduit financings must insulate the City to the greatest extent possible from any credit risk or exposure and must be approved by the City Council.

5.7 Special Assessment Bonds

Special assessment bonds are a special type of municipal bond used to fund development projects that benefit a discrete group of tax payers within a special assessment district. Principal and interest owed on the bonds is paid from assessments on the property benefiting from the particular bond-funded project. The creation of an improvement district must be approved by the City Council and be created and managed pursuant to all applicable laws. The City traditionally has made limited use of special assessment debt.

5.8 Commercial Paper

Commercial paper can be used as a source of short-term financing for projects that have received voter authorization if City staff has determined that such financing is prudent. It is the

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policy of the City that the net amount (total commercial paper less the investment portfolio) of commercial paper outstanding not exceed 25% of the amount of fixed rate debt outstanding. Commercial paper will be converted to refunding bonds when dictated by economic and business conditions.

5.9 Other Debt Obligations

The use of other debt obligations, permitted by law, including but not limited to public property finance act contractual obligations, pension obligation bonds, tax notes, and lease purchase obligations, will be reviewed on a case-by-case basis. The criteria in 5.3 above will be considered for the use of these obligations.

6.0 METHODS OF SALE

The City may use competitive sales, negotiated sales, or private placements. When considering the method of sale, the City will take the following conditions into consideration:

- Financial conditions;
- Market conditions;
- Transaction-specific conditions;
- City-related conditions; and
- Risks associated with each method.

6.1 Additionally, the City considers the following criteria when determining the appropriate method of sale for any debt issuance:

6.1.1 Complexity of the Issue – Municipal securities with complex security features require greater marketing and buyer education efforts on the part of the underwriter, to improve the investors' willingness to purchase.

6.1.2 Volatility of Bond Yields – If municipal markets are subject to abrupt changes in interest rates, there may be a need to have some flexibility in the timing of the sale to take advantage of positive market changes or to delay a sale in the face of negative market changes.

6.1.3 Familiarity of Underwriters with the City's Credit Quality – If underwriters are familiar with the City's credit quality, a lower True Interest Cost ("TIC") may be achieved. Awareness of the credit quality of the City has a direct impact on the TIC an underwriter will bid on an issue. Therefore, where additional information in the form of presale marketing benefits the interest rate, a negotiated sale may be recommended. The City strives to maintain an excellent bond rating. As a result, the Municipal Bond Market is generally familiar with the City's credit quality.

6.1.4 Size of the Issue - The City may choose to offer sizable issues as negotiated so that pre-marketing and buyer education efforts may be done to more effectively promote the bond sale.

6.2 Definitions of the Methods of Sale

A competitive sale is when bonds are awarded in a sealed bid sale to an underwriter or syndicate of underwriters that provides the lowest TIC bid. TIC is defined as the rate, which will discount the aggregate amount of debt service payable over the life of the bond issue to its present value on the date of delivery. In today's market, bids primarily are submitted electronically through a secure website.

A negotiated sale is when the City chooses an underwriter or underwriting syndicate, generally from the pool selected through its Request for Qualification ("RFQ") process that is interested in reoffering a particular series of bonds to investors. The terms of the sale including the size of the underwriter's discount, date of sale, and other factors are negotiated between the two parties. Although the method of sale is termed negotiated, individual components of the sale may be competitively bid. The components are subject to a market analysis and reviewed prior to recommendation by staff. Negotiated sales are more advantageous when there needs to be some flexibility in the sale date or when less conventional bond structures are being sold. Negotiated sales are also often used when the issue is particularly large or if the sale of the debt issuance would be perceived to be more successful with pre-marketing efforts.

A private placement is a sale of debt securities to a limited number of sophisticated investors. The City may engage a placement agent to identify likely investors. A private placement is beneficial when the issue size is small or when the security of the bonds is weak since the private placement permits issuers to sell riskier securities at a higher yield to investors that are familiar with the credit risk.

7.0 REFUNDING OF DEBT

7.1 Refunding bonds are issued to retire all or a portion of an outstanding debt issue. Most typically this is done to refinance at a lower interest rate to achieve debt service cost savings. From time to time, the City may also issue refunding debt for purposes of restructuring debt, changing covenants, and/or changing the repayment source of the bonds. Such purpose should be specifically recognized by City Council.

7.2 Advance refunding and forward delivery refunding transactions for savings should be considered when the net present value savings as a percentage of the par amount of refunded bonds is at least 3% (three percent).

7.3 Current refunding transactions issued for savings should be considered when the net present value savings as a percentage of the par amount of refunded bonds is at least 2% (two percent).

7.4 General obligation bonds will be issued for refunding debt upon City Council approval. This issuance does not require voter approval.

7.5 When an escrow account will be used, the City may seek to purchase State and Local Government Securities (SLGS) to fund its refunding escrow. However, at the discretion of the CFO, the City may choose to fund an escrow through the purchase of treasury or agency securities on the open market when market conditions make such an option financially preferred.

8.0 DEBT LIMITS

8.1 The total principal amount of general obligation bonds together with the principal amount of all other outstanding tax-supported indebtedness of the City shall not exceed 10% (ten percent) of the total taxable assessed valuation of the City's tax rolls. (International City/County Management Association (ICMA) indicator 21)

Formula: <u>Net direct bonded long-term debt</u> Total taxable assessed valuation

Net direct bonded long-term debt is defined as direct debt minus self-supporting debt.

REGULAR CITY COUNCIL MEETING MINUTES NOVEMBER 22, 2022 16

Direct debt is defined as bonded debt for which the local government has pledged its full faith and credit.

Self-supporting debt is bonded debt that the local government has pledged to repay from a source separate from its general tax revenues.

8.2 Net direct debt service as a percent of Net Operating Revenues should not exceed 20% (twenty percent). (ICMA indicator 21)

Formula: <u>Net direct debt service</u> Net operating revenues

Net direct debt service is the principal covered by ad valorem taxes.

Net operating revenues are the total revenues to the general, special revenue and debt service funds before any inter-fund transfer and less those revenues legally restricted to capital improvements or other special purposes. (Evaluating Financial Condition: A Handbook for Local Government, 2003, ICMA)

9.0 MATURITY LEVELS

9.1 The term of debt shall not exceed the expected useful life of the capital asset being financed and in no case shall it exceed 30 years. The average general obligation bond maturities shall be kept at or below 26 years.

10.0 MANAGEMENT OF DEBT SERVICE FUND

10.1 Interest earnings from unspent proceeds related to general obligation bonds and certificates of obligation shall be used solely to fund direct or related capital expenditures or to service current and future debt payments as determined by City Council in accordance to the bond ordinance. Interest earnings will be allocated in accordance with the City's Investment Policy, adopted annually by Council, and/or the bond ordinance which authorized the specified debt obligation.

10.2 Debt service reserves for tax-supported debt shall not exceed a three-month reserve of the current year total debt service expenditure budget (i.e. Total Annual Debt Service Budget/12-months x 3 months). If this reserve balance is exceeded after the last debt payment of the fiscal year, a plan should be adopted to reduce the size of the reserves as quickly as possible without causing large variances in the ad valorem property tax rate.

10.3 The minimum debt service fund balance should exceed the debt service portion of the largest taxpayer's tax levy for the ensuing fiscal year.

10.4 Debt service reserves for revenue bonds shall be maintained at levels required by controlling bond ordinances.

10.5 The City adopted GASB 89 in regard to Capitalized Interest Cost. In financial statements prepared using the economic resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expense in the period in which the cost is incurred. Such interest cost should not be capitalized as part of the historical cost of a capital asset. In financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles. (Governmental Accounting Standards Board, Statement 89)

10.6 The City does not use derivatives in any debt or investment activities.

11.0 ARBITRAGE

In a municipal bond context, arbitrage refers to investment earnings which a local government makes on funds which are borrowed in the tax-exempt market and invested in the taxable market. Generally, federal tax law prohibits the investment of bond proceeds at a yield which is materially higher than the yield on the bonds (i.e., prohibits positive arbitrage). As a result of this general prohibition, the City's issuance of tax-exempt indebtedness is governed by federal yield restriction rules (rules which govern whether and the extent that bond proceeds may be invested at a yield higher than the yield on the bonds) and rebate rules (rules which govern when arbitrage earned must be "rebated" to the federal government).

The City finances certain capital projects and debt refinancing through the issuance of taxadvantaged debt and it is the City's policy to comply with all applicable laws, regulations and contracts applicable to the debt.

Tax-advantaged bonds (tax-exempt, tax credit and direct pay) are obligations that receive preferential tax treatment under the Internal Revenue Code (the "Code"). Tax-advantaged status remains throughout the life of the debt, but this status may be lost if certain federal laws do not remain satisfied. Failure by the City to comply with these laws at any time during the life of the debt may result in the retroactive and prospective loss of the tax-advantaged status of the debt or the imposition of additional taxes or assessments on the City. Therefore, the Financial and Audit Oversight Committee was created with the purpose of overseeing policies set forth.

The City shall comply with all arbitrage rebate requirements as established by the Internal Revenue Service and the CFO shall establish a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This effort shall include tracking project expenditures financed with bond proceeds, tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any rebatable earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the City's outstanding tax-exempt debt issues. The City enters into an agreement with an arbitrage service provider to assist the City with complying with arbitrage regulations.

12.0 CONTINUING DISCLOSURE

The City will comply when applicable with Rule 15(c)2-12 of the Securities and Exchange Commission by filing an annual report and annual financial information with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (EMMA). The City will also coordinate filing reportable events in EMMA with the Municipal Financial Advisor within 10 days of event taken place.

13.0 FINANCIAL OVERSIGHT AND AUDIT COMMITTEE

The Financial Oversight and Audit Committee (FOAC), was created by the City Council by Resolution dated August 21, 2012 (the "Committee") and is responsible for reviewing and making recommendations to the entire City Council regarding the financial affairs and policies of the City, including City compliance with post-issuance federal tax requirements for the City's tax-advantaged debt. The CFO has the primary operating responsibility for establishing and maintaining the policy and guidelines to support compliance and for monitoring compliance on an ongoing basis with post-issuance federal tax requirements for the tax-advantaged debt. The policy and guidelines the processes used to ensure compliance with

applicable laws, regulations and contracts, and identify the positions and individuals responsible for these processes. The guidelines should be consistent with those items referenced in IRS Publication 5091 Voluntary Compliance for Tax-Exempt and Tax Credit Bonds. To aid in ensuring compliance, staff will utilize the Post-issuance Compliance Policy and checklist developed by the Office of the Comptroller with the assistance of the Arbitrage Consultant, Bond Council and Municipal Financial Advisor. The CFO shall also consider options for voluntary corrections for failure to comply with post-issuance compliance requirements (such as remedial actions under Tax Exempt Bonds Voluntary Closing Agreement Program (TEB VCAP)) and shall take corrective action when necessary as established by the City's Post-issuance Compliance Policy Section 10.

14.0 DEBT SERVICE TAX RATE

Council shall adopt the necessary debt service tax rate up to a maximum amount of forty cents (40 ¢) per \$100 valuation in order to meet debt service principal, interest and fee payments, net of transfers, for each particular fiscal/budget year, subject to any reserve availability as outlined in 10.2 above.

15.0 RATINGS

15.1 The City will strive to maintain good relationships with bond rating agencies as well as disclose financial reports and information to these agencies and to the public.

15.2 The City will obtain a rating from at least one nationally recognized bond-rating agency on all issues being sold on the public market.

15.3 Timely disclosure of annual financial information including other information will be provided to the rating agencies. The Annual Comprehensive Financial Report (ACFR) will be prepared by management and attested to by an outside nationally recognized audit firm.

15.4 Timely disclosure of any pertinent financial information that could potentially affect the City's credit rating will also be presented to the ratings agencies, required information repositories, bond insurance companies insuring City debt, and commercial banks providing liquidity support for commercial paper programs.

16.0 SELECTION OF FINANCIAL ADVISORS

16.1 In order to obtain the best price, achieve a high level of quality service, promote fairness and objectivity, and allow the City to compare Financial Advisors, the City will prepare a RFQ to select a Financial Advisor at least once every five years. City staff should review ongoing contracts periodically to ensure that the selected Financial Advisor is performing at a satisfactory level.

16.2 The Financial Advisor selected will provide financial advisory services related to the authorization and issuance of debt instruments or other securities as well as debt management planning services as requested by the City.

16.3 Any RFQ developed should provide, at a minimum, a clear and concise description of the scope of work, specify the length of the contract and indicate whether joint proposals with other firms are acceptable; include objective selection criteria and explain how proposals will be evaluated; and require all fee structures to be presented in a standard and clear format. In addition, the RFQ should include questions that distinguish firms' qualifications and experience, including relevant experience of the firm and the particular individuals assigned to the issuer.

17.0 SELECTION OF UNDERWRITERS

17.1 In order to obtain the best price, achieve a high level of quality service, promote fairness and objectivity, and allow the City to compare underwriters, the City will prepare a RFQ to select underwriters at least once every five years. Although the City anticipates using this RFQ as the basis for selecting Underwriters for all future debt issuances for general obligation, contractual obligations, revenue bonds and other such type debt, the City may solicit underwriters for certain future debt instruments that it determines require additional consideration or specialty such as pension obligation debt issuances.

17.2 A list of selected underwriters will be developed from responses to the RFQ process, which shall be provided to Council for its approval. This list will be used on a rotation basis from which to select underwriters for a particular transaction. City staff should review ongoing contracts periodically to ensure that the selected underwriter(s) are performing at a satisfactory level.

17.3 Any RFQ developed should provide, at a minimum, a clear and concise description of the scope of work, specify the length of the contract and indicate whether joint proposals with other firms are acceptable; include objective selection criteria and explain how proposals will be evaluated; and require all fee structures to be presented in a standard and clear format. In addition, the RFQ should include questions related distinguish firms' qualifications and experience, including relevant experience of the firm and the particular individuals assigned to the issuer.

18.0 SELECTION OF BOND COUNSEL

18.1 The CFO shall coordinate with the City Attorney on the recommendation of bond counsel for debt issues. The recommendation will be submitted to the City Manager and upon approval by the City Manager, will then be forwarded to the City Council for final authorization and approval. Bond counsel will have comprehensive municipal debt knowledge and experience. When the bond counsel has been selected, they are responsible for providing an opinion to investors in two specific areas. The bond counsel must opine to investors that the securities are valid and legally binding obligations of the issuer. Then, the bond counsel will opine on whether the interest on the bonds is exempt from federal taxation.

18.2 The bond counsel also prepares all bond documents necessary to execute the bond issuance. The bond counsel is responsible for coordinating with the City Attorney's office, City Clerk's office, and the Chief Financial Officer's Portfolio, as well as the City's financial advisor, to ensure that all tasks associated with the bond issuance are completed within prescribed timeframes. To the extent required by State law, bond counsel is responsible for coordinating with the Office of the Attorney General and the Office of the Comptroller of Public Accounts of the State of Texas matters relating to the approval of City obligations. The City values continuity in maintaining a relationship with bond counsel due to the complexity of issues and laws related in issuing municipal bonds. However, the City reserves the right to conduct a formal request for qualifications process.

19.0 SELECTION OF ARBITRAGE REBATE COMPLIANCE SERVICES

19.1 In order to obtain the best price, achieve a high level of quality service, promote fairness and objectivity, and allow the City to compare companies offering arbitrage rebate compliance services, the City will prepare a RFQ to select a company at least once every five years. City staff should review ongoing contracts periodically to ensure that the selected company is performing at a satisfactory level.

19.2 The company selected will provide arbitrage rebate compliance services related to the long-term tax exempt bonds and other tax exempt financing arrangements that are subject to the arbitrage rebate requirements in accordance with the applicable provisions of the Internal Revenue Code of 1986, as amended and the Treasury Regulations applicable to the long-term obligations.

19.3 Any RFQ developed should provide, at a minimum, a clear and concise description of the scope of work, specify the length of the contract and indicate whether joint proposals with other firms are acceptable; include objective selection criteria and explain how proposals will be evaluated; and require all fee structures to be presented in a standard and clear format. In addition, the RFQ should include questions that distinguish firms' qualifications and experience, including relevant experience of the firm and the particular individuals assigned to the issuer.

20.0 DEBT MANAGEMENT POLICY REVIEW

This Debt Management Policy shall be reviewed at least biennially by the City Council and any modifications must be adopted by Council.

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

11.

*RESOLUTION

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

THAT the City Manager, or designee, is authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation ("Department"), for the design, construction, and installation of Intelligent Transportation Systems (ITS) at the Bridge of the Americas (BOTA) and Zaragoza International Ports of Entry ("Project"). The Project has an estimated total project cost of \$18,000,000.00.The Department will pay \$17,904,000.00 from the Texas Mobility Fund ("TMF") to the Local Government for a portion of the Project. The Department's direct cost is an estimated amount of \$96,000.00, which is the balance between the payment from the TMF and the total project cost. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS

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

12. * Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds listed below:

1. Ana Suffle', in the amount of \$2,651.70 made an overpayment on October 16, 2022 of 2022 taxes. (Geo. # T109-999-0240-7600)

2. Shandy Maokhamphiou, in the amount of \$3,931.27 made an overpayment on October 21, 2022 of 2022 taxes. (Geo. #P481-999-0100-1700)

CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

13. *Motion made, seconded, and unanimously carried to NOTE pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions of five hundred dollars or greater by Representative Isabel Salcido in the amounts of \$1,000.00 by Edward Saab, \$1,038.73 by William Correa, \$5,000.00 by El Paso Association of Contractors and \$750.00 by El Paso Electric Employee Political Action Committee.

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 *Motion made, seconded, and unanimously carried to NOTE pursuant to Section 2.92.080 of the City Code, receipt of the following campaign contributions by City Representative Claudia L. Rodriguez, District 6: \$5,000.00 from Woody & Gale Hunt; \$2,000.00 from Bobby Bowling; \$750.00 from El Paso Electric Employee Political Action Committee; \$1,000.00 from Edward Saab; \$100.00 from Joe Quiñones.

CONSENT AGENDA – REQUESTS TO ISSUE PURCHASE ORDERS:

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

15. *Motion made, seconded, and unanimously carried to AUTHORIZE the Director of Purchasing & Strategic Sourcing to issue a Purchase Order to Bazaar Uniforms and Men's Store, LLC, referencing Contract 2019-1053 Police Uniforms (RE-BID). This change order is to increase the contract by \$250,000.00 for a total amount not to exceed \$1,250,000.00. The change order will cover additional expenses for Police Uniforms for the duration of the contract term, August 31, 2024.

Contract Variance: No contract variance

Department:	Police
Award to:	Bazaar Uniforms and Men's Store, LLC
	El Paso, TX
Total Estimated Amount:	\$250,000.00
Account No.:	321-531200-21090-1000
Funding Source:	General Fund
District(s):	All

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

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16. *Motion made, seconded, and unanimously carried to AWARD Solicitation 2023-0158 Uninterrupted Power Supply Equipment Maintenance to Gruber Power Services, for a term of three (3) years for an estimated amount of \$112,560.00. This contract will allow for the maintenance of uninterrupted power supply equipment at various City locations.

Contract Variance: N/A

Department: Award to:

Initial Term: Annual Estimated Award: Total Estimated Award: Funding Source: District(s): Streets and Maintenance Gruber Power Services Phoenix, AZ 3 Years \$37,520.00 \$112,560.00 (3 Years) 532 - 1000 - 522260 - 31040 - P3120 All This is a Non-Competitive, service contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Gruber Power Services

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:		
Goal 2: Set the Standard for a Safe and Secure City		
17.	RESOLUTION	

WHEREAS, the City of El Paso condemns any act of racism and discrimination such as the terrorist attack that occurred on August 3, 2019, at the El Paso Walmart where 23 people were killed and 23 people were injured; and

WHEREAS, the City of El Paso signed a statement by "Mayors United Against Antisemitism", declaring that antisemitism is incompatible with the democratic values of our society; and

WHEREAS, the City of El Paso has developed policies and resources that expand the protections and rights of all people by advocating for the fair and humane treatment of immigrants, the LGBTQ+ community, and other minority communities; and

WHEREAS, in 2021, the Anti-Defamation League tabulated 2,717 antisemitic incidents in the U.S., which is a 34% increase from the 2,026 incidents tabulated in 2020 and is the highest number on record since 1979 when the ADL began tracking antisemitic incidents; and

WHEREAS, according to the latest report released by the Anti-Defamation League, the number of antisemitic incidents increased in the state of Texas in 2021, with Texas having one of the top five highest incidence rates in the U.S. by state; and

WHEREAS, there were 42 antisemitic incidents reported in the state of Texas in 2020 and 112 antisemitic incidents reported in 2021 – an increase of 167%; and

WHEREAS, contemporary manifestations of antisemitism may include: calling for, aiding, or justifying the harming of Jews; making dehumanizing, demonizing, or stereotypical allegations about Jews; denying the fact, scope, mechanisms, or intentionality of the genocide of the Jewish people during the Holocaust; accusing Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust; accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interests of their own nations; denying the Jewish people their right to self-determination; applying double standards by requiring of Israel a behavior not expected or demanded of any other democratic nation; using symbols and images associated with classic antisemitism; drawing comparisons of contemporary Israeli policy to that of the Nazis; accusing Jews of being responsible for wrongdoing committed by a single Jewish person or group; or holding Jews collectively responsible for actions of the state of Israel; and

WHEREAS, the City Council of El Paso affirms its commitment to the well-being and safety of its Jewish community members and to ensuring Jewish residents and organizations know they are not alone and that the City Council of El Paso is committed to ending the spread of all forms of hate and bigotry; and

WHEREAS, the International Holocaust Remembrance Alliance (IHRA), an international, intergovernmental organization, has established a non-legally binding definition of antisemitism that has been adopted by 37 United Nations member countries, including the U.S., and 320 non-federal government entities, including 22 states within the U.S. and several cities; and

WHEREAS, the IHRA definition of antisemitism serves as an important tool for law enforcement, public officials, and community members to help identify, measure, monitor, and, ultimately, combat antisemitism;

WHEREAS, cities such as Los Angeles, California; Austin, Texas; Durham, North Carolina; and New Orleans, Louisiana have adopted similar resolutions combating antisemitism.

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

That the El Paso City Council adopts the non-legally binding IHRA definition of antisemitism, which reads as follows: "Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities."

That the City Manager will familiarize City departments, City staff, elected and appointed officials, and entities contracting with the City, with the IHRA definition of antisemitism.

Representative Svarzbein commented and read the Resolution into the record.

The following members of the public commented:

- 1. Mr. Darrell Mond
- 2. Ms. Jamie Flores, Executive Director for El Paso Holocaust Museum

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and unanimously carried to **APPROVE** the Resolution.

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

NAYS: None ABSENT: Representative Lizarraga

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

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18.

RESOLUTION

WHEREAS, for many years, Rabbi Stephen Leon has been a leader to the entire community and served the needs of the descendants of the Spanish and Portuguese families expelled during the Inquisition and who are known as crypto-Jews of El Paso, and

WHEREAS, Rabbi Stephen Leon has served with distinction as the Rabbi and Rabbi Emeritus of Congregation B'nai Zion for 36 years, and has been on the faculty of UTEP for 20 years, and

WHEREAS, Rabbi Stephen Leon has been teaching classes and providing information to the citizens of El Paso for more than three decades about the descendants of the families expelled during the Spanish Inquisition who now live in our community, and

WHEREAS, for the past decade, Rabbi Stephen Leon has served as the founder and director of the Anusim Center of El Paso which provides musical, cultural, and educational programs for the people of El Paso, and

WHEREAS, Rabbi Stephen Leon has been the counselor, mentor, and advisor to hundreds of citizens of El Paso who are researching their historic connection to their crypto-Jewish ancestors from the Spanish Inquisition, and

WHEREAS, Rabbi Stephen Leon has brought to the attention of people in many countries the welcoming nature and support of the citizens of El Paso in regard to their hospitality toward the crypto-Jews in our community.

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

That the City of El Paso proudly honors and recognizes the significant contributions of Rabbi Stephen Leon throughout many decades of service to our community, and November 22, 2022 shall be known as, "RABBI STEPHEN LEON DAY".

Representative Svarzbein commented and read the Resolution into the record.

Mayor Leeser commented.

The following members of the public commented:

- 1. Ms. Alia Garcia-Ureste
- 2. Ms. Blanca Carrasco

Rabbi Stephen Leon, honoree, commented.

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Molinar and unanimously carried to **APPROVE** the Resolution.

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

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19.

RESOLUTION

WHEREAS, Ysleta del Sur Pueblo's War Captain, Javier Loera, peacefully passed away on Monday, November 7, 2022; and

WHEREAS, his parents Tomas Loera Sr. and Belen Chavez will receive him with praise and honor; and

WHEREAS, he is survived by his brothers Arturo Loera, Tomas Loera, Jr., Sergio Loera Sr., and Richard Loera; and

WHEREAS, before becoming the War Captain, Javier Loera served in the Traditional Council as a Traditional Captain; and

WHEREAS, the War Captain position is said to be the second-highest spiritual leadership position in the Pueblo and is meant to ensure the spiritual well-being of the Pueblo, and as a lifetime position, it is also a position for a guardian of the Tribe, and War Captain Loera served the Ysleta del Sur Pueblo in this position for over 12 years; and

WHEREAS, War Captain Loera's Tigua ancestral line is Olguin, well known as Tigua land and tribal protectors, with his grandmother Rosa Holguin Loera, being a descendant of Bernardo Olguin, who served as a Chief from 1870 through 1880, and with Simon, Bernardo, and other Olguin family members having served in the U.S. Calvary as Tigua Scouts; and

WHEREAS, War Captain Loera was also affectionately known as "Heavy"; and

WHEREAS, War Captain Loera was a distinguished yet humble and inspiring leader, having helped shape the Ysleta del Sur Pueblo through his dedication to tradition, strength, and teachings and especially having encouraged the Tigua people to appreciate the Pueblo core values and way of life; and

WHEREAS, War Captain Loera also served as the Tribal Preservation Officer, through which he oversaw the preservation, protection, curation, and management of ancestral sacred objects, properties, cultural places, historical documents, the Pueblo's water rights, traditional tribal lands, and the reintroduction of traditional farming; and

WHEREAS, as a War Captain and a tribal leader, he aspired to improve the quality of life for all Tiguas, to create a positive and empowering tribal environment, and to protect and preserve tribal lands for the next generations, and he also led the struggle to safeguard the Pueblo's sovereignty; and

WHEREAS, War Captain Loera had a keen interest in preserving the language and oral traditions of the Tiguas, and through his extensive knowledge of the history of the Ysleta del Sur Pueblo, native peoples, and oral stories, in addition to his talents in art, beadwork, painting, and the crafting of pottery and poetry; and

WHEREAS, War Captain Loera represented the Tigua community's spirit and embodied the ancestors' love and respect; and

WHEREAS, the Ysleta del Sur Pueblo is forever grateful for his leadership and passion and will honor his memory for eternity.

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

- 1. That the City of El Paso honors and recognizes the late War Captain Javier Loera for his leadership and passion; and
- 2. That the City of El Paso sends its condolences to the Ysleta del Sur Pueblo for the loss of War Captain Javier Loera.

Representative Rivera commented and read the Resolution into the record.

Mayor Leeser commented.

1st Captain Rene Lopez, Tigua Tribe member, commented.

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

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

NAYS: None

ABSENT: Representative Lizarraga

The Regular City Council meeting was **RECESSED** at 9:48 a.m. in order to take photos with the honorees.

The Regular City Council meeting was **RECONVENED** at 10:02 a.m.

REGULAR AGENDA – OPERATIONAL FOCUS UPDATES

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

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20. Budget Update.

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

Mayor Leeser and Representatives Svarzbein, Annello, Rodriguez, and Rivera commented.

The following City staff members commented:

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

Ms. Lisa Turner, citizen, commented.

NO ACTION was taken on this item.

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

*Motion made, seconded, and unanimously carried to DELETE the Presentation and discussion on the Neighborhood Traffic Management Program (NTMP).

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22. Discussion and action on coordination regarding Frontera Road congestion.

Mr. Joaquin Rodriguez, Capital Improvement Project Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein and Hernandez commented.

Mr. Tommy Gonzalez, City Manager, commented.

The following members of the public commented:

1. Mr. Danny Pivarnick

- 2. Ms. Deliris Montanez Berrios
- 3. Ms. Rita Paton
- 4. Ms. Barbara Duchouquette
- 5. Mr. Thomas Matthews
- 6. Ms. Debbie Torres
- 7. Ms. Susan Martinez

1ST MOTION

*Motion made, seconded, and unanimously carried to **TAKE** the item after item #19.

2ND AND FINAL MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Annello, and unanimously carried to **DIRECT** the City Manager to identify funds that will cover costs related to the traffic study identified by staff, emergency access gates on streets identified by staff, as well the diagonal diverter on Frontera Rd.

In addition, to **DIRECT** the City Manager and relevant staff to continue outreach with an additional notarized letter in addition to meeting with the City of Sunland Park and the developer in terms of cost sharing as well as looking at design and development alternatives for the proposed Sun River Estates development at the terminus of Frontera Rd.

The letter and outreach should be sent to all relevant Sunland Park departments including Planning and Zoning, Economic Development, City Manager, City Council Members, and Mayor and any other relevant parties, public or private, identified by staff. And to **RETURN** to City Council with identified funds to execute street safety improvements and study by the December 13th City Council meeting.

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

23. Presentation and discussion on FI Paso Animal Services Best Practices

Mr. Terry Kebschull, Animal Services Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

Chief Mario D'Agostino, Deputy City Manager, commented.

Mr. Ron Comeau, citizen, commented.

NO ACTION was taken on this item.

CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

- 1. Ms. Wally Cech
- 2. Ms. Sherry Medellin
- 3. Mr. Phillip Arnold

4. Mr. Steven Strumer

5. Ms. Lisa Turner

REGULAR AGENDA – FIRST READING OF ORDINANCES:

Motion made by Representative Rivera, seconded by Representative Rodriguez, 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 Svarzbein, Annello, Molinar, Salcido, Rodriguez, and Rivera NAYS: Representative Hernandez ABSENT: Representative Lizarraga

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

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24. An Ordinance amending Title 13 (Streets, Sidewalks and Public Places), Chapter 13.34 (Picketing), Section 13.34.020 (Notice of Intent to Picket) to add exceptions and spontaneous events; Chapter 13.34 (Picketing), Section 13.34.030 (Receipt of Notification) to delete and reserve; Chapter 13.34 (Picketing), Section 13.34.050 (Violation) to delete and reserve; Chapter 13.36 (Parades and Public Assemblies) to amend chapter title to 'Parades;' Chapter 13.36 (Parades and Public Assemblies), Section 13.36.010 (Definitions) to delete 'Demonstration' and 'Public Assembly' from definitions; Chapter 13.36 (Parades and Public Assemblies), Section 13.36.010 (Definitions) to delete 'Demonstration' and 'Public Assembly' from definitions; Chapter 13.36 (Parades and Public Assemblies), Section 13.36.100 (Violation - Penalty) to remove the term 'Public Assembly from violations; Chapter 13.38 (Special Events), Section 13.38.020 (Definitions) to remove Picketing, Demonstrating, Parades, and Public Assembly from the definition of "Special Events;' the penalty as provided in Section 13.36.100 and 13.38.110 of the City Code.

Goal 3: Promote the Visual Image of El Paso

25. An Ordinance terminating the Sign Design non-exclusive franchise for waste containers on sidewalks and other City property.

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- **26.** An Ordinance granting to Tyler Lyon El Paso Street Ads, LLC a non-exclusive franchise for waste containers on sidewalks and other City property.
- 27. An Ordinance granting to Ruben Torres d/b/a Elite Advertising a non-exclusive franchise for waste containers on sidewalks and other City property.
- PUBLIC HEARING WILL BE HELD ON DECEMBER 6, 2022 FOR ITEMS 24 THROUGH 27

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28. An Ordinance granting Special Permit No. PZST21-00013, to allow for parking spaces serving another property and reduction of lot size on the property described as a portion of Tract 1-B-3-A-2, and a portion of Tract 1-U-1, Block 5, Ascarate Grant, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.320 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 7750 Gateway East Blvd. Applicant: Banes General Contractors, PZST21-00013

REGULAR CITY COUNCIL MEETING MINUTES NOVEMBER 22, 2022 29

- **29.** An Ordinance changing the zoning of Lot 2, Block 1, Jeff's Subdivision, 8835 Neptune Street, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 8835 Neptune Street Applicant: George R. and Avaavau T. Buckingham - PZRZ22-00029

30. An Ordinance changing the zoning of Tracts 1, 7A, 19A, and portions of Tracts 11,12,13,14,15,16, and 17, Block 53, Ysleta Grant and portions of Tracts 12A, 13A, 14B, and 15A, Socorro Grant Block 24, 10001 Southside Road, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to M-2 (Heavy Manufacturing). 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: 10001 Southside Road Applicant: El Paso Water - PZRZ22-00031

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31. An Ordinance changing the zoning of the south 60 feet of tract 187 and the south 60 feet of the east 90 feet of tract 188, map of Sunrise Acres, City of El Paso, El Paso County, Texas from R-4 (Residential) and C-2 (Commercial) to C-3 (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: 8641 Gateway South Boulevard Applicant: R-Avilo, LLC PZRZ22-00019

32. An Ordinance changing the zoning for the property described as Lot 135, Sunrise Acres #2, 4645 Vulcan Avenue, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-O (Apartment/Office) and imposing a condition. 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: 4645 Vulcan Avenue Applicant: Aguilar Pedro M. & Morales Francisca, PZRZ22-00023

PUBLIC HEARING WILL BE HELD ON DECEMBER 13, 2022 FOR ITEMS 28 THROUGH 32

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

33.

RESOLUTION

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

THAT the City Manager be authorized to sign an agreement to provide baseline physical exams services for the City's Fire Department between the City of El Paso ("City") and Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers; contract 2023-0183 Baseline Physical Exams for Firefighters for a six (6) month term from the date this Agreement is approved by the City Council, for a total amount of \$645,862.50.

Mayor Leeser and Representative Rodriguez commented.

The following City staff members commented:

- Ms. Paula Salas, Purchasing Agent
- Mr. Robert Cortinas, Chief Financial Officer
- Interim Fire Chief Jonathan Killings

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

AYES: Representatives Svarzbein, Annello, Molinar, and Rivera NAYS: Representatives Salcido and Rodriguez NOT PRESENT FOR THE VOTE: Representative Hernandez ABSENT: Representative Lizarraga

Goal 3: Promote the Visual Image of El Paso

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34.

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and STANTEC CONSULTING SERVICES, INC, a New York corporation registered with the Secretary of State to transact business in Texas, for a project known as "DECK PLAZA FEASIBILITY STUDY URBAN PLANNING AND ENGINEERING SERVICES" for an amount not to exceed \$1,321,785.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$1,421,785; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

Mayor Leeser commented.

Mr. Jerry DeMuro, Capital Improvement Assistant Director, commented.

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rodriguez, and carried to **APPROVE** the Resolution.

AYES: Representatives Svarzbein, Salcido, Rodriguez, and Rivera NAYS: Representative Molinar NOT PRESENT FOR THE VOTE: Representative Annello and Hernandez ABSENT: Representative Lizarraga

REGULAR CITY COUNCIL MEETING MINUTES NOVEMBER 22, 2022 31

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

35. Motion made by Representative Molinar, seconded by Representative Salcido, and unanimously carried to **AWARD** Solicitation 2022-0724 Automotive Fuel - Diesel to Rio Valley Biofuels, LLC for an initial three (3) year term for an estimated amount of \$9,600,000.00. The award also includes a two (2) year option for an estimated amount of \$6,400,000.00. The total value of the contract is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of \$16,000,000.00. This contract will allow deliveries of diesel fuel for the Fleet Division.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$144,723.00 for the initial term, which represents a 1.53% increase due to increased fuel prices.

Department:	Streets and Maintenance
Award to:	Rio Valley Biofuels, LLC
El Paso, TX	
Item(s):	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$3,200,000.00
Initial Term Estimated Award:	\$9,600,000.00
Total Estimated Award:	\$16,000,000.00
Account No:	532 - 3600 - 531240 - 37020 - P3701
Funding Source:	Internal Service Fund
District(s):	All

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Rio Valley Biofuels, LLC, the bidder offering the best value bid.

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

AYES: Representatives Svarzbein, Molinar, Salcido, Rodriguez, and Rivera NAYS: None NOT PRESENT FOR THE VOTE: Representatives Annello and Hernandez ABSENT: Representative Lizarraga

36. Motion made by Representative Rivera, seconded by Representative Rodriguez, and unanimously carried to AWARD Task Order 11 for Solicitation 2021-0811, Greater El Paso Landfill Truck Scale Replacement to Veliz Construction for a total estimated award of \$830,919.18.

AYES: Representatives Svarzbein, Molinar, Salcido, Rodriguez, and Rivera NAYS: None NOT PRESENT FOR THE VOTE: Representatives Annello and Hernandez ABSENT: Representative Lizarraga

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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REGULAR CITY COUNCIL MEETING MINUTES NOVEMBER 22, 2022 32

37.

..... **ORDINANCE 019404**

The City Clerk read an Ordinance entitled: AN ORDINANCE CHANGING THE ZONING OF LOTS 1 THROUGH 16, BLOCK 36, EAST EL PASO, 3200 AND 3230 DURAZNO AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM M-1 (LIGHT MANUFACTURING) TO G-MU (GENERAL MIXED USE) AND APPROVING A MASTER ZONING PLAN. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Motion duly made by Mayor Pro Tempore Svarzbein, seconded by Representative Annello, and carried that the Ordinance be ADOPTED.

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

AYES: Representatives Svarzbein, Annello, Molinar, and Rivera NAYS: None NOT PRESENT FOR THE VOTE: Representatives Hernandez, Salcido, and Rodriguez ABSENT: Representative Lizarraga

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

..... **REGULAR AGENDA – OTHER BUSINESS:**

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

38.

RESOLUTION

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

That the City Manager be authorized to sign an Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") by and between the CITY OF EL PASO, TEXAS and 1 TEXAS TOWER, LLC and HOTEL DULCINEA, LLC to support and facilitate the development of a hotel, which includes the redevelopment, rehabilitation and improvement of the downtown building commonly known as the Texas Tower, located at 109 North Oregon Street, El Paso, Texas 79901. The Amendment will require the Applicant increase the minimum investment amount to \$20 million.

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

AYES: Representatives Svarzbein, Annello, Molinar, Salcido, Rodriguez, and Rivera NAYS: None NOT PRESENT FOR THE VOTE: Representative Hernandez ABSENT: Representative Lizarraga

A RESOLUTION NOMINATING EL PASO HEALTHCARE SYSTEM, LTD.

AS A TEXAS STATE ENTERPRISE ZONE PROJECT

WHEREAS, the City Council of the City of El Paso ("City") has previously passed Ordinance No. 017116 on May 26, 2009, electing to participate in the Texas Enterprise Zone Program; and

WHEREAS, the local incentives offered under this Resolution are the same on this date as were outlined in Ordinance No. 017116; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code ("Act"), El Paso Healthcare System, Ltd. (Las Palmas Medical Center) has applied to the City for designation as an enterprise zone project; and

WHEREAS, the Office of the Governor Economic Development and Tourism ("EDC") through the Economic Development Bank ("Bank") will consider El Paso Healthcare System, Ltd. (Las Palmas Medical Center) as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the city and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

WHEREAS, the City finds that El Paso Healthcare System, Ltd., (Las Palmas Medical Center) meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. El Paso Healthcare System, Ltd., (Las Palmas Medical Center) is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located inside an enterprise zone and at least twenty-five percent (25%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and

2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and

3. The designation of El Paso Healthcare System, Ltd., (Las Palmas Medical Center) as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that El Paso Healthcare System, Ltd., (Las Palmas Medical Center) meets the criteria for tax relief and other incentives adopted by the City and nominates El Paso Healthcare System, Ltd. (Las Palmas Medical Center) for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate El Paso Healthcare System, Ltd., (Las Palmas Medical Center) as an enterprise project pursuant to the Act.

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

1. That El Paso Healthcare System, Ltd., (Las Palmas Medical Center) is a "qualified business" as defined in Section 2303.402 of the Act, and El Paso Healthcare System, Ltd. (Las Palmas Medical Center) meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act;

2. That the enterprise zone project shall take effect on the date of designation of the enterprise project by the agency and terminate five years after date of designation; and

3. That the City Manager or his designee be authorized to sign any and all documents required by EDC to complete the nomination process.

Ms. Elizabeth Triggs, Economic and International Development Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Molinar commented.

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

AYES: Representatives Svarzbein, Annello, Molinar, and Rivera NAYS: None NOT PRESENT FOR THE VOTE: Representatives Hernandez, Salcido, and Rodriguez ABSENT: Representative Lizarraga

The Regular City Council Meeting was **RECESSED** at 12:44 a.m. for lunch.

The Regular City Council Meeting was **RECONVENED** at 1:04 p.m.

40. ITEMS: Discussion and action requesting City Council support for the staff recommended project selected to submit for the FY 2022 Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant Program.

Representative Annello commented.

Ms. Yvette Hernandez, City Engineer, commented.

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **SUPPORT** the staff recommended project selected to submit for the FY 2022 Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant Program.

AYES: Representatives Svarzbein, Annello, Molinar, Salcido, Rodriguez, and Rivera NAYS: None NOT PRESENT FOR THE VOTE: Representative Hernandez ABSENT: Representative Lizarraga

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

41. ITEM: Discussion and action on the application of Texas Gas Service Company, A Division of ONE Gas Inc., to Increase Gas Utility Rates within the City of El Paso.

Donald Davie, Assistant City Attorney, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

REGULAR CITY COUNCIL MEETING MINUTES NOVEMBER 22, 2022 35

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

Ms. Karla Nieman, City Attorney, commented.

Ms. Stacey McTaggart, Texas Gas Service Co. Rates and Regulatory Director, commented and answered questions posed by Council members.

Ms. Lisa Turner, citizen, commented.

1ST MOTION

*Motion made, seconded, and unanimously carried to **TAKE** the discussion and action on the application of Texas Gas Service Company, A Division of ONE Gas Inc., to Increase Gas Utility Rates within the City of El Paso after item #22.

2nd MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Hernandez, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 10:38 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Section 551.071 Consultation with Attorney.

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

3RD MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 11:38 a.m. and **RECONVENE** the meeting of the City Council at which time motions were made:

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

3RD MOTION

Motion made, seconded, and unanimously carried to **SUSPEND** the electronic voting stated the Rules of Order and allow for a verbal roll call.

4TH AND FINAL MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Annello and that the **CITY OF EL PASO**, after review of the Statement of Intent to Change Gas Utility Rates Within the City of El Paso, filed by Texas Gas Service Company, a Division of ONE Gas, Inc., on June 30, 2022, **FINDS**:

That the requested increased rates are excessively high and discriminate against the customers within the City of El Paso and in the West Texas Service Area generally and should be denied.

NOW Therefore,

- 1. That the Statement of Intent to Change Gas Utility Rates Within the City of El Paso filed by Texas Gas Service Company, a Division of ONE Gas, Inc., on June 30, 2022 is hereby **DENIED**.
- 2. This Motion is intended to grant broad authority to the City Attorney's Office to take all action necessary to address these matters, including but not limited to, the initiation and response to any, litigation, complaints, appeals, administrative or judicial proceedings or process regarding this matter.

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

ABSENT: Representative Lizarraga

ADJOURN

Motion made by Representative Rivera, seconded by Representative Annello and unanimously carried to **ADJOURN** this meeting at 2:35 p.m.

AYES: Representatives Svarzbein, Annello, Molinar, Salcido, Rodriguez, and Rivera NAYS: None NOT PRESENT FOR THE VOTE: Representative Hernandez ABSENT: Representative Lizarraga

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER Mayor

TOMMY GONZALEZ CITY MANAGER



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

AGENDA REVIEW MINUTES COUNCIL CHAMBERS AND VIRTUALLY CITY HALL, 300 N. CAMPBELL November 21, 2022 9:00 A.M.

The City Council met at the above place and date. Meeting was called to order at 9:01 a.m. Mayor Leeser present and presiding. The following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Joe Molinar, and Isabel Salcido. Late Arrivals: Henry Rivera at 9:02 a.m., Claudia Rodriguez at 9:07a.m., and Cassandra Hernandez at 9:13 a.m. Cissy Lizarraga requested to be excused.

The Pledge of Allegiance to the United States was recited and the agenda items for the November 22, 2022 Regular City Council meeting were reviewed.

19. <u>REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL</u>

Discussion and action on a Resolution that the City of El Paso honors and recognizes the late War Captain Javier Loera for his leadership and passion and sends its condolences to the Ysleta del Sur Pueblo for the loss of War Captain Javier Loera.

Mayor Leeser and Representative Rivera commented.

Ms. Laura Prine, City Clerk, commented.

22. REGULAR AGENDA – OPERATIONAL FOCUS UPDATES

Presentation and discussion on coordination regarding Frontera Road congestion.

Mayor Leeser and Representative Svarzbein commented

41. REGULAR AGENDA – OTHER BUSINESS

Discussion and action on the application of Texas Gas Service Company, A Division of ONE Gas Inc., to Increase Gas Utility Rates within the City of El Paso.

Mayor Leeser commented.

Ms. Karla Nieman, City Attorney, commented.

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **ADJOURN** this meeting at 9:20 a.m.

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

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER Mayor

TOMMY GONZALEZ CITY MANAGER



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

CITY COUNCIL WORK SESSION MINUTES NOVEMBER 21, 2022 COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY 9:05 A.M.

The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:20 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, and Henry Rivera. Cissy Lizarraga requested to be excused.

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AGENDA

1. **ITEM:** Presentation, discussion and action by the City Manager's Office and Office of Emergency Management providing information on key activities, efforts, and processes related to the migrant crisis.

The following staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office) and/or responded to questions from Members of the City Council:

- Retired Fire Chief Mario D'Agostino, Deputy City Manager of Public Safety
- Ms. Karla Nieman, City Attorney
- Mr. Tommy Gonzalez, City Manager
- Mr. Sam Rodriguez, Chief Operations Officer

Some of the highlights in the presentation included statistics on migrants released in the community from April to present indicating the numbers are beginning to drop however, with the lifting of Title 42 expected around December 21st, the City is continuing to work with Customs and Border Patrol (CBP) and non-governmental organizations to prepare for another surge. Chief D'Agostino reported that the City has spent \$9.52 million on efforts related to the migrant surge and reimbursements of \$7.28 million are pending. He explained that the City cannot afford to set up a processing center as requested by CBP without advanced funding. Mr. Sam Rodriguez went over the assistance provided at the Airport to those migrants awaiting to board flights and said a designated area was set up to allow for a waiting period of up to 12 hours. He added that if migrants needed a place to wait beyond the allotted time that coordination with non-governmental organizations was in place.

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

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NO ACTION was taken on this item.

2. Presentation from El Paso Electric Company on renewable and system project updates.

Mr. Ian Voglewede, Strategic Partnerships Officer, Economic and International Development, introduced the item.

Ms. Cynthia Pina Ortwein, Director of Business Development, El Paso Electric, presented a PowerPoint presentation (copy on file in the City Clerk's Office) and responded to questions.

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

EXECUTIVE SESSION

Motion made by Representative Rivera, seconded by Representative Hernandez, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 10:34 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 executive session items:

Section 551.071 CONSULTATION WITH ATTORNEY

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

ABSENT: Representative Lizarraga

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 10:55 a.m. and **RECONVENE** the meeting of the City Council at which time a motion was made:

AYES: Representatives Svarzbein, Annello, Molinar, Salcido, Rivera NAYS: None NOT PRESENT FOR THE VOTE: Representatives Hernandez and Rodriguez ABSENT: Representative Lizarraga

EX1. Robert Bartley v. City of El Paso. Matter No. 20-1006-1291 (551.071)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera and carried that the City Attorney's Office, in consultation with the City Manager, be authorized to participate in the mediation of *Robert Bartley v. City of El Paso, Texas,* Cause No. 2020DCV1553, in Matter No. 20-1006-1291, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority, should a settlement be reached in the case.

AYES: Representatives Svarzbein, Annello, Molinar, Salcido, and Rivera NAYS: None NOT PRESENT FOR THE VOTE: Representatives Hernandez and Rodriguez ABSENT: Representative Lizarraga

ADJOURN

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Molinar and unanimously carried to **ADJOURN** the meeting at 10:56 a.m.

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

NAYS: None NOT PRESENT FOR THE VOTE: Representatives Hernandez and Rodriguez ABSENT: Representative Lizarraga

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



Legislation Text

File #: 22-1565, 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 #: 22-1551, 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 3 Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

That the City Manager, or designee, is authorized to sign a Contract Amendment to Industrial Site Lease Agreement by and between the City of El Paso ("City") and Raiz Federal Credit Union, f/k/a El Paso Area Teachers Federal Credit Union ("Concessionaire"), regarding the credit union name change, accordingly, for the property municipally known and numbered as 6610 Continental Drive, El Paso, Texas.

The north one-half of Lot 14 and all of Lot 15, Block 3, El Paso International Airport Tracts, El Paso International Airport, El Paso, Texas, municipally known and numbered as 6610 Continental Drive, El Paso, Texas.

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

DEPARTMENT: Aviation

AGENDA DATE: December 6, 2022

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

DISTRICT(S) AFFECTED: District 3

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

SUBJECT:

That the City Manager, or designee, is authorized to sign a Contract Amendment to Industrial Site Lease Agreement by and between the City of El Paso ("City") and Raiz Federal Credit Union, f/k/a El Paso Area Teachers Federal Credit Union ("Concessionaire"), regarding the credit union name change, accordingly, for the property municipally known and numbered as 6610 Continental Drive, El Paso, Texas.

The north one-half of Lot 14 and all of Lot 15, Block 3, El Paso International Airport Tracts, El Paso International Airport, El Paso, Texas, municipally known and numbered as 6610 Continental Drive, El Paso, Texas.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval for Amendment to Industrial Site Lease Agreement to change the name from El Paso Area Federal Credit Union to Raiz Federal Credit Union.

Term: Initial term of forty (40) years with one (1) option of ten (10) years. **Rental Fee:** 46,277.12 square feet at \$0.40 = \$18,510.85 per annum or \$1,542.57 per month.

PRIOR COUNCIL ACTION:

- December 17, 2019 – Approval of Industrial Site Lease

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

BOARD / COMMISSION ACTION: N/A

DEPARTMENT HEAD:

Chief Operations & Transportation Officer/Director of Aviation

RESOLUTION

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

That the City Manager be authorized to sign a Contract Amendment to Industrial Site Lease Agreement by and between the City of El Paso ("City") and Raiz Federal Credit Union, f/k/a El Paso Area Teachers Federal Credit Union ("Concessionaire") regarding the credit union name change, accordingly, for the property municipally known and numbered as 6610 Continental Drive, El Paso, Texas.

APPROVED this _____ day of ______ 2022.

CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Amario

Ignacio Troncoso Assistant City Attorney APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E. Director of Aviation

THE STATE OF TEXAS)

AMENDMENT TO INDUSTRIAL SITE LEASE

COUNTY OF EL PASO

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THIS AMENDMENT TO INDUSTRIAL SITE LEASE ("Amendment") by and between the CITY OF EL PASO (the "Lessor"), and EL PASO AREA TEACHERS FEDERAL CREDIT UNION, now known as RAIZ FEDERAL CREDIT UNION ("Lessee") collectively referred to as the "Parties."

RECITALS

WHEREAS, the City and the Lessee entered into an Industrial Site Lease dated December 17, 2019 (the "Site Lease" and attached at Exhibit "A"); and,

WHEREAS, on August 1, 2022 Lessee executed an entity name change from EL PASO AREA TEACHERS FEDERAL CREDIT UNION to RAIZ FEDERAL CREDIT UNION (the "Certificate of Name Change" and attached as Exhibit "B"); and,

WHEREAS, the City and Lessee wish to continue the Site Lease in accordance with the original terms; and,

WHEREAS, the City and the Lessee wish to amend the Site Lease in order to memorialize the entity name change and continue the Site Lease in accordance with the original terms;

NOW THEREFORE, in consideration of the mutual covenants herein, the City and Lessee do hereby mutually agree as follows:

- 1. For purposes of this Amendment, the Effective Date is the date when the City Manager signs the Amendment.
- 2. The Site Lease shall be amended as follows:

All references to EL PASO AREA TEACHERS FEDERAL CREDIT UNION as Lessee are hereby changed to RAIZ FEDERAL CREDIT UNION as Lessee, and all references to Lessee shale refer to RAIZ FEDERAL CREDIT UNION.

Except as herein amended, all terms and conditions of the Site Lease shall remain in full force and effect.

(City Signatures and Acknowledgement Appear on the Following Page)

22-1003-1334/1211696/Raiz FCU Site Lease Amendment/IRT

CITY OF EL PASO:

Tomás González City Manager

Date:_____

APPROVED AS TO FORM:

Ignacio Troncoso Assistant City Attorney

APPROVED AS TO CONTENT:

rn

Samuel Rodriguez, P.E. Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS) COUNTY OF EL PASO)

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

Notary Public, State of Texas

My Commission Expires:

(Lessee Signature and Acknowledgement on the Following Page)

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

LESSEE:

Raiz Federal Credit Union

By: **Printed Name:** MA PONGT Title: PROSIDENT CED

ASSIGNEE'S ACKNOWLEDGEMENT

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THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this day of <u>MCVCMDCr</u>, 2022, by <u>MCV UNCCUSC</u> as <u>I resident t CED</u> of **Raiz Federal Credit Union**, on behalf of said entity.

Notary Public, State of Texas

My Commission Expires:

EMILY FANG My Notary ID # 128699283 Expires August 8, 2023

(Exhibits "A" and "B" on the following pages)



Legislation Text

File #: 22-1554, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

That the City Manager is authorized to sign a Second Amendment to the Air Cargo Center Agreement by and between the City of El Paso ("Lessor") and Mesa Airlines, Inc. ("Lessee") regarding Lessee's use of that certain office, warehouse space, aircraft parking apron and ground service equipment parking apron, and vehicle parking. In addition, to extend the current term, add an additional extension option, and to allow for a rental adjustment. Located at the property known as Air Cargo Building #3, municipally known and numbered as 301 George Perry Blvd., Suite B.

The Lessee's current term began on October 29, 2019 and will end on February 13, 2023. This amendment will extend their lease to February 13, 2025. The annual rental fee is \$106,934.00 or \$8,911.17 per month. This amendment includes one option to extend the lease term one (1) additional year to February 13, 2026 and allow for a rental adjustment.

El Paso, TX

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

AGENDA DATE: December 6, 2022

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 3

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

SUBGOAL: N/A

SUBJECT:

That the City Manager is authorized to sign a Second Amendment to the Air Cargo Center Agreement by and between the City of El Paso ("Lessor") and Mesa Airlines, Inc. ("Lessee") regarding Lessee's use of that certain office, warehouse space, aircraft parking apron and ground service equipment parking apron, and vehicle parking. In addition, to extend the current term, add an additional extension option, and to allow for a rental adjustment. Located at the property known as Air Cargo Building #3, municipally known and numbered as 301 George Perry Blvd., Suite B.

The Lessee's current term began on October 29, 2019 and will end on February 13, 2023. This amendment will extend their lease to February 13, 2025. The annual rental fee is \$106,934.00 or \$8,911.17 per month. This amendment includes one option to extend the lease term one (1) additional year to February 13, 2026 and allow for a rental adjustment.

BACKGROUND / DISCUSSION:

The Lessee currently leases office space, warehouse space, and ramp space at the ELP Cargo Center to support their aircraft maintenance operations. Mesa Airlines serves as a regional airline for American Airlines and United Airlines as well as conducts mechanical maintenance on aircraft for both airlines. As part of Mesa Airline's reorganization plan, it is growing its maintenance operations in El Paso and requires additional space to store maintenance parts, due to closing their maintenance base in Tucson, Arizona. This expansion will add an additional five employees to their operation. If the 1-year option to extend the lease is exercised, the expiration date will be on February 13, 2026. A rental adjustment based on the Consumer Price Index (CPI) will be due on October 28, 2024.

PRIOR COUNCIL ACTION:

- October 28, 2014 Lessor and Lessee entered into a lease to meet Lessee's office and warehouse space requirements as well as the use of the aircraft parking apron and the ground service equipment parking apron for Lessee's operations at the El Paso International Airport.
- October 29, 2019 Lessor and Lessee entered into the First Amendment to Building Lease Agreement to amend the lease to add additional options allowing the lease term to end on February 13, 2023, to allow for a rental adjustment, and update the language required by the U.S. Federal Aviation Administration ("FAA").

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Aviation

Revised 04/09/2021

SECONDARY DEPARTMENT: N/A

DEPARTMENT HEAD:

FIR

Samuel Rodriguez, P.E., Director of Aviation

RESOLUTION

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

That the City Manager is authorized to sign a Second Amendment to the Air Cargo Center Agreement by and between the City of El Paso ("Lessor") and Mesa Airlines, Inc. ("Lessee") regarding Lessee's use of that certain office, warehouse, aircraft parking apron and ground service equipment parking apron, and vehicle parking area located at 301 George Perry Blvd., Suite B, El Paso, Texas to extend the current term, add an additional extension option, and to allow for a rental adjustment.

Approved this ____ day of _____ 2022.

CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Ródriguez, P.E. Director of Aviation

STATE OF TEXAS

COUNTY OF EL PASO

Second Amendment to Air Cargo Building Lease Agreement

This Second Amendment ("Amendment") to the Building Lease Agreement (the "Lease") is entered on December _____, 2022 ("Effective Date") between the CITY OF EL PASO ("Lessor"), a home-rule municipality existing under the laws of the State of Texas and MESA AIRLINES, INC., a Nevada corporation ("Lessee").

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WITNESSETH:

WHEREAS, Lessor and Lessee entered into the Lease on October 28, 2014, to meet Lessee's office and warehouse space requirements as well as the use of the aircraft parking apron and the ground service equipment parking apron for Lessee's operations at the El Paso International Airport; and

WHEREAS, Lessor and Lessee entered into the First Amendment to Building Lease Agreement on October 29, 2019 to amend the Lease to add additional options allowing the Lease Term to end up to February 13, 2023, and to allow for a rental adjustment and update the language required by the U.S. Federal Aviation Administration ("FAA");

WHEREAS, Lessor and Lessee (or "Parties" herein) wish to amend their current Lease to add an additional 6,103 sq. ft. of warehouse space for a total of 12,395 sq. ft. of office / warehouse space and allow for a rental adjustment; and ,

WHEREAS, the parties wish to amend the Lease to extend the current term of the Lease to end on February 13, 2025 with one option to extend the Lease Term one (1) additional year to February 13, 2026 and allow for a rental adjustment.

NOW THEREFORE, the Parties agree as follows:

1. The Agreement Article I - Premises and Privileges is amended as follows:

Section 1.01 Description of Premises Demised.

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

- A. That certain warehouse and office space containing <u>12,395</u> square feet, more or less, as shown on **Exhibit** "A" attached hereto and incorporated by reference, and also known as Air Cargo Center, 301 George Perry Blvd., Suite B, for Lessee's exclusive use;
- B. The exclusive use of <u>12,395</u> square feet, more or less, of warehouse space in the Air Cargo Center as shown on Exhibit "A";
- C. The exclusive use of <u>1,300</u> square feet, more or less, of ground service equipment parking directly behind said Air Cargo Center as shown on **Exhibit "A"**; and

Page 1 of 6

14 1003-457/1194781 6/Second Amendment to Air Cargo Building Lease Agreement - Mesa Airlines, Inc/LBJ

D. The exclusive use of 25,000 square feet, more or less, of the aircraft parking apron adjacent to said Air Cargo Center as shown on Exhibit "B" attached hereto and incorporated herein by reference;

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

2. Section 4.02, <u>Opportunity to Extend</u>, of the Lease is amended to extend the current term and to add an additional paragraph at the end of the section to allow for an additional option to extend as follows:

Upon the execution of this Second Amendment the parties agree to extend the current term of this Lease to February 13, 2025.

Additional paragraphs to be added to the end of the section:

In the event that Lessee is not in default of any terms of this Lease, Lessee will have an opportunity to extend this Lease for one (1) additional year to February 13, 2026. Lessee may exercise the additional option to extend by Lessee notifying the Director in writing of its request to extend the term of the Lease at least ninety (90) days prior to the expiration of the extension period. Lessee's request to extend the term of the Lease for the additional extension period will be reviewed by the Director. The Director will review the request within thirty (30) days of the receipt of the request and evaluate the request in consideration of the Airport's need for use of the Premises. If Lessee's request to extend the Lease is approved by the Director within the time allotted in this paragraph, the Lease shall be extended for the requested time period on the same terms and conditions as the Lease, except that the Rental Extension Period shall be an adjusted amount as set forth in this Amendment. If Lessee's request to extend the Lease for the Extension Period is not approved by the Director within the time frame allotted in this paragraph, in his sole discretion, the term of the Lease will not be extended for the requested time period and the Lease will expire February 13, 2025.

Page 2 of 6

14-1003-457/1194781.6/Second Amendment to Air Cargo Building Lease Agreement -- Mesa Airlines, Inc/LBJ

Section 5.01, Rental, is amended, which shall read as follows:

Rental Fee	Sq. Ft.	Annual Rate	Annual Rent	Monthly Rent
Office / Warehouse	12,395	\$7.0106	\$86,896.39	\$7,241.37
Vehicle Parking	1,300	\$0.7260	\$943.80	\$78.65
GSE Parking	1,300	\$0.7260	\$943.80	\$78.65
Aircraft & GSE Parking	25,000	\$0.7260	\$18,150.00	\$1,512.5
Total			\$106,934.00	\$8,911.17

5.01 Rental. For the purposes of computing the rental payments, Lessor and Lessee agree that the Premises comprise the following:

Lessor and Lessee agree that percentage increases in the Consumer Price Index for all Urban Consumers (CPI-U) shall govern the rent adjustment for the remainder of the current lease and additional option period. The next rental adjustment will be due on October 28, 2024, to be consistent with the S^{th} anniversary date of the previous rental adjustment. For the purposes of computing such percentage increase the Base Year CPI-U shall be established as that rate in place ninety (90) calendar days prior to the Effective Date of this Lease. Rent shall be adjusted pursuant to the percentage increase in the CPI-U from the Base Year CPI-U to the rate in place ninety (90) days prior to the applicable date of adjustment (i.e. the fifth (5^{th}) anniversary date of the Effective Date). The rental adjustment shall be effective as of the fifth (5^{th}) anniversary date, without regard to the date the actual adjustment is made; provided, however, that in no event shall the adjusted rent be less than the rate in place immediately prior to such adjustment nor more than twenty percent (20%) more than the rent established at the beginning of the immediately preceding five-year period.

3. The Agreement is amended to incorporate Exhibit "A" and Exhibit "B" attached to this Second Amendment. Exhibit references:

Office / Warehouse – Exhibit "A" Vehicle Parking – Exhibit "A" GSE Parking – Exhibit "A"

Aircraft and GSE Parking - Exhibit "B"

Page 3 of 6

14-1003-457/1194781.6/Second Amendment to Air Cargo Building Lease Agreement - Mesa Airlines, Inc/LBJ

- 4. <u>Ratification</u>. Except as herein amended, all other terms and conditions of the Lease not specifically modified by this Second Amendment shall remain unchanged and in full force and effect.
- 5. <u>Effective Date.</u> This Second Amendment shall be effective upon the date it is approved by the El Paso City Council.

(Signatures begin on the following page)

Page 4 of 6

14-1003-457/1194781.6/Second Amendment to Air Cargo Building Lease Agreement - Mesa Airlines, Inc/LBJ

EXECUTED, this _____ day of _____ 2022.

LESSOR: CITY OF EL PASO

Tomás González City Manager

APPROVED AS TO FORM:

Leslie B. Jean-Pierre

Assistant City Attorney

APPROVED AS TO CONTENT:

For

Samuel Rodriguez, P.E. Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS COUNTY OF EL PASO

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

My Commission Expires:

Notary Public, State of Texas

(Signatures continue on the following page)

Page 5 of 6

14-1003-457/1194781.6/Second Amendment to Air Cargo Building Lease Agreement - Mesa Airlines, Inc/LBJ

ES. INC. LESSEE: By: _____ Printed/Na Title: dent & CFO

ACKNOWLEDGMENT

THE STATE OF <u>A2</u>) COUNTY OF <u>MARKARA</u>)

This instrument was acknowledged before me on this 3 day of <u>Movember</u> 2022, by <u>MICHAEL LOTZ</u> of MESA AIRLINES, INC., ("Lessee") on behalf of said company.

My Commission Expires:

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Page 6 of 6

14-1003-457/1194781 6/Second Amendment to Air Cargo Building Lease Agreement - Mesa Airlines, Inc/LBJ

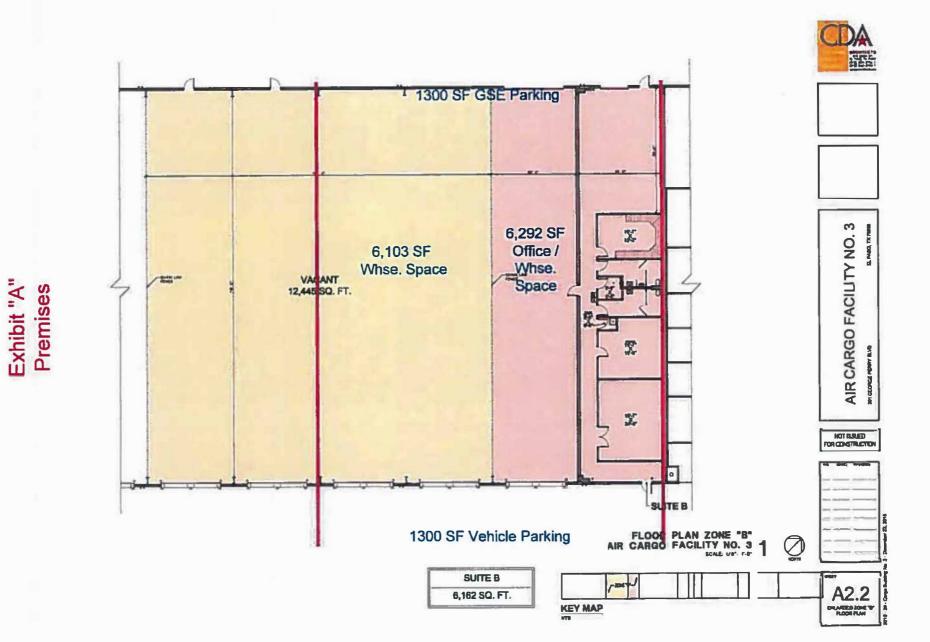
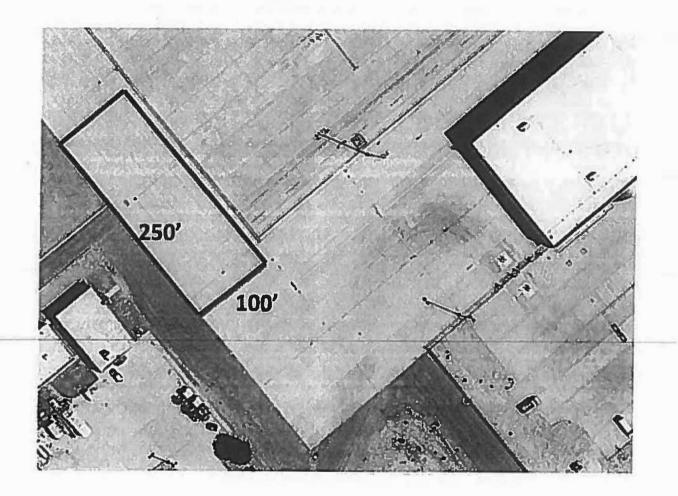
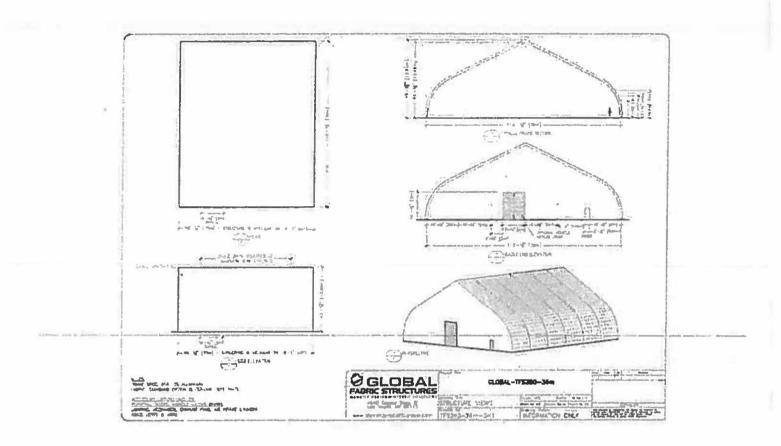


Exhibit "B"



Cargo 3 Exhibit B (1 of 1) Mesa Airlines



Cargo 3 Exhibit B (2 of 2) Mesa Airlines



Legislation Text

File #: 22-1530, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Police, Assistant Chief Zina Silva, (915) 212-4306

AGENDA LANGUAGE:

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

That the City Manager be authorized to sign an Agreement between the CITY OF EL PASO and CENTER AGAINST SEXUAL AND FAMILY VIOLENCE (CASFV), a non-profit corporation, to provide outreach emergency counseling and follow-up public health services for the reported victims of sexual assault, a public health and safety function, for an annual amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00). The term of this Agreement shall start February 1, 2023 with two automatic annual renewals. The total amount of the three year period shall not exceed One Hundred and Fifty Thousand and No/100 Dollars (\$150,000)

THE STATE OF TEXAS

CENTER AGAINST SEXUAL AND FAMILY VIOLENCE SERVICES AGREEMENT

COUNTY OF EL PASO

This Agreement ("Agreement") is entered into on this the 1st day of February, 2023 by and between The City of El Paso, Texas ("CITY"), a home rule municipal corporation and the Center Against Sexual and Family Violence (CASFV), a non-profit corporation.

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WHEREAS, CASFV is a non-profit corporation that is qualified to provide public health and safety sexual assault outreach services; and

WHEREAS, CASFV is the sole provider of the level of services as described in Section 3.2 (A-H) of this AGREEMENT. Further, CASFV is the sole recipient of state and federal funding to provide these services in the El Paso community; and

WHEREAS, the CITY'S Police Department is the Administrator for this Agreement; and

WHEREAS, the El Paso City Council finds that the Services provided by CASFV is in the best interest of the residents of El Paso and such services are necessary to preserve and protect the public health and safety of the victims of sexual assault related crimes occurring within the City of El Paso;

NOW, THEREFORE, the consideration set forth in this AGREEMENT, the CITY and CASFV (individually referred to as a "PARTY", collectively referred to as the "PARTIES"), agree, as follows:

1.0 CONTRACTUAL RELATIONSHIP.

1.1 The CITY hereby agrees to compensate CASFV in an amount specified under Section 4 of this AGREEMENT, and CASFV agrees to perform professional services relations to public health and safety sexual assault outreach services in accordance with the provisions of this AGREEMENT as set forth herein.

1.2 CASFV is an independent contractor. Except as may be expressly and unambiguously provided in this AGREEMENT, no partnership or joint venture is intended to be created between the PARTIES by this AGREEMENT, not any principal-agent or employeremployee relationship between the PARTIES or any of their officers, employees, agents, representatives or sub-contractors.

(A) As an independent contractor, CASFV understands and agrees that CASFV will be responsible for its respective acts or omissions, and the CITY shall in no way be responsible for the acts or omissions of CASFV's officers, employees, agents, representatives or sub-contractors who perform any service in connection with this AGREEMENT.

1.3 CASFV shall not receive any compensation or benefits from the CITY, other than as expressly set forth in this AGREEMENT.

1.4 CASFV does not have, and will not attempt to assert, the authority to make commitments for, or to bind the CITY to any obligation. The CITY does not have, and will not attempt to assert, the authority to make commitments for, or to bind CASFV to any obligation, other than the obligations set forth in this AGREEMENT.

1.5 CASFV understands and expressly agrees that, in all things relations to this AGREEMENT, the CITY is performing a governmental function, as defined by the Texas Tort Claims Act. The PARTIES hereby agree that the CITY enters into this AGREEMENT as a governmental entity for the purpose of performing and governmental function.

2.0 TERM OF AGREEMENT

2.1 This AGREEMENT, regardless of the date of exceution, shall become effective on February 1, 2023, and shall be for an initial term of one (1) year. The AGREEMENT will automatically renew on February 1, 2024 for an additional one (1) year term and will again automatically renew on February 1, 2025 for an additional one (1) year term. These two (2) renewals are automatic unless the CITY of CASFV provides written notice of non-renewal to the other PARTY stating that it does not want the AGREEMENT renewed. Notice of non-renewal must be provided at least 30 days before the automatic renewal date of the upcoming term. Upon notice of non-renewal by either PARTY, all duties and obligations of the PARTIES shall cease upon the expiration of the term. In the event of notice of non-renewal, the PARTIES shall incur no penalty or charge. If either PARTY wishes to terminate this AGREEMENT, then Section 7 of this Agreement outlines how this AGREEMENT may be terminated.

3.0 SCOPE OF SERVICES

3.1 CASFV shall provide, in a professional manner, sexual assault outreach services designed to preserve and protect the public health and safety of the residents of the CITY or the victims of crimes occurring within the CITY, to include, but not be limited to, emergency counseling and follow-up health services for the reported victims of sexual assault.

3.2 CASFV shall coordinate its activities with those of the CITY's Police Department. These public health and safety services shall be provided to the residents of the City of El Paso or the victims of crimes occurring within the CITY and shall include, but not be limited, to the following:

- (A) 24 hour response to the hospital emergency room to assist reported victims with the mental and physical trauma and other mental health issues relation to a sexual assault.
- (B) Emergency and follow-up counseling services to victims of sexual assault.
- (C) Assistance and accompaniment for medical follow-up examination, to include testing for sexually transmitted diseases.

- (D) Counseling to and accompaniment with the victim throughout the legal process and prosecution of the sexual offender.
- (E) Continual counseling services for sexual assault victims.
- (F) Providing public education and training regarding the crime of sexual assault to include prevention, protective and safety measures for the community.
- (G) Providing sensitivity training to law enforcement, dispatchers, emergency medical service providers and hospital staff as part of CASFV's services to protect the mental health of victims of sexual assault.
- (H) Any and all other services that are necessary to promote public health and safety sexual assault outreach services to the residents of the CITY of the victims of crimes occurring within the CITY.

3.3 <u>Reporting by CASFV</u>. Commencing on March 10, 2023 and on or before the tenth (10th) day of each subsequent month during the term of this AGREEMENT, CASFV will provide a monthly report to the Director of Administrative Services for the CITY's Police Department summarizing the number of individuals served and in what capacity. Additionally, an annual report summarizing the number of individuals served and in what capacity shall be provided to the Director of Administrative Services for the CITY's Police Department no later than 60 days after the end of each term year of this AGREEMENT.

4.0 CONSIDERATION

4.1 In consideration for the public health and safety sexual assault outreach services to be provided by CASFV pursuant to the terms of this AGREEMENT, the CITY agrees to pay CASFV an amount not to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) for all professional services performed during each one (1) year term pursuant to this AGREEMENT.

(A) CASFV shall invoice the CITY in the amount of TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$12,500.00) within 10 business days after the conclusion of each quarter of the term year, and the CITY agrees to submit a quarterly payment within 30 days of receipt of invoice. The PARTIES agree that the first quarter of any term year is understood as starting on January 28th, the second quarter starts on April 28th, the third quarter starts on July 28th, and the fourth quarter starts on October 28th. In no way will total payments exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) in any one term year. Payments will be made unless the AGREEMENT will not be automatically renewed as outlined in Section 2.1 above.

(B) The PARTIES acknowledge and agree that the awarding of this AGREEMENT is dependent upon the availability of funding. In the event that funds do not become available, the AGREEMENT may be terminated, with a 30-day written notice to CASFV by the CITY. In such an event, the CITY shall incur no penalty or charge.

5.0 INDEMNIFICATION

5.1 Indemnification by CASEV. CASEV UNDERSTANDS AND AGREES THAT IT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING INVESTIGATION EXPENSES *AND* REASONABLE ATTORNEY FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF, RELATED OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE NEGLIGENT, GROSS NEGLIGENT, INTENTIONAL, MALPRACTICE OR WILLFUL ACTS OR OMISSIONS OF CASEV'S OFFICERS, AGENTS, SUB-CONTRACTORS, EMPLOYEES, OR REPRESENTATIVES IN RENDERING THE SERVICES UNDER THIS AGREEMENT.

(A) The CITY will promptly forward to CASFV every demand, notice, summons or other process received by the city in any claim or legal proceeding arising out of or attributed to the services provided by CASFV under the AGREEMENT.

(B) In addition, CASFV shall promptly advise the CITY in writing of any claim or demand against the CITY or CASFV, known to CASFV, related to, or arising out of CASFV's services under this AGREEMENT.

(C) CASFV understands and agrees that it will 1) investigate such claims or demands against the CITY or CASFV arising out of, related to or attributed to the services provided by CASFV under this AGREEMENT; 2) negotiate or cause to be negotiated the prompt resolution of such claims; and 3) defend, or cause to be defended, the CITY against all suits for damaged even if such suits are groundless, false or fraudulent, brought because of injuries or damages.

(D) CASFV understands and agrees that it will pay all final judgments that tend to establish the liability of the CITY in actions defended by CASFV pursuant to this section along with all attorneys' fees and costs incurred by the CITY including interest accruing to the date of payment by CASFV, and premiums on any appeal bonds.

(E) The CITY, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest without releasing CASFV of any of its obligations under this section.

6.0 LIABILITY INSURANCE

6.1 CASFV agrees to purchase public liability insurance and property damage insurance naming the CITY as an Additional Insured in an amount no less than \$250,000 for each person and no less than \$500,000 for each single occurrence for bodily injury or death and no less than \$100,000 for each single occurrence for injury to or destruction of property.

(A) Upon the date of execution of this AGREEMENT, CASFV shall file with the Director of Administrative Services for the CITY's Police Department, a copy of the Certificate of Insurance showing that such insurance coverage is in effect during the initial term of this AGREEMENT. Upon the automatic renewal date of successive terms, CASFV shall file the renewed Certificate of Insurance for the successive term.

(B) <u>Issuers of Policies</u>. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the CITY's Purchasing Director in his or her sole discretion as to conformance with these requirements.

(C) <u>Deductibles</u>. A policy may contain deductible amounts only if the CITY's Purchasing Director approves the amount and scope of the deductible. CASFV shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may have for the same against the CITY, its officers, agents or employees.

(D) <u>Cancellation</u>. Each policy must expressly state that it may not be canceled or non-renewed unless thirty (30) days' advance notice of cancellation or intent not to renew is given in writing to the Director of Administrative Services for the CITY's Police Department by the insurance company. CASFV shall give written notice to the Director of Administrative Services for the CITY's Police Department within five (5) days of the date upon which total claims by any party against CASFV reduces the aggregate amount of coverage below the amounts required by this AGREEMENT.

(E) <u>Subrogation</u>. Each policy must contain an endorsement to the effect that the issuers waives any claim or right in the nature of subrogation to recover against the CITY, its elected and appointed officials, officers, agents or employees.

(F) <u>Endorsement of Primary Insurance</u>. Each policy must contain an endorsement that such policy is primary insurance, so long as it is customary in the industry and under Texas law for such insurance to be primary, to any other insurance available to the CITY, the Additional Insured, with respect to claims arising hereunder and that the insurance applies separately to each insured.

(G) <u>Liability for Premium</u>. If any of the policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate of waiver sufficient to establish that the issuer is entitled to look only to CASFV for any further premium payment and has no right to recover any premiums from the CITY.

7.0 **TERMINATION**. This AGREEMENT may be terminated as provided herein. Except as otherwise provided in this AGREEMENT, all duties and obligation of the CITY and CASFV shall cease upon termination.

7.1 <u>Termination by Default or Breach</u>. The CITY shall have the right to cancel, for default or breach, all or any part of this AGREEMENT if CASFV breaches any of the terms hereof or if CASFV becomes insolvent or commits acts of bankruptcy and fails to cure or commence to diligently prosecute to cure any such breach within thirty (30) days of receipt of

written notice by CITY alleging such breach. Such right of cancellation is in addition to, and not in lieu of, any other remedies that the CITY may have in law or equity.

(A) Default or breach shall occur if a PARTY fails to observe or perform any part of its duties under this AGREEMENT. Should such a default or breach occur the injured PARTY may deliver a written notice to the defaulting PARTY describing such a default and the proposed date of termination. Such proposed date of termination may not be sooner than the 30th day following receipt of the notice. The injured PARTY, at its sole option, may extend the proposed date of termination to a later date. If the defaulting or breaching party fails to cure or fails to diligently and continuously prosecute to cure such default prior to the proposed date of termination, then the injured party may terminate its performance under this AGREEMENT as of such date. The CITY retains the right to immediately terminate this AGREEMENT is CASFV violated any local, state or federal laws, rules or regulation that relate to the performance of this AGREEMENT.

7.2 <u>Termination by Mutual Consent</u>. The parties may terminate this AGREEMENT by mutual consent upon such terms as they may agree in writing.

7.3 <u>Termination for Convenience by Either PARTY</u>. It is further understood and agreed by CASFV and the CITY that either PARTY may terminate this AGREEMENT for convenience, in whole or in part, upon written notice to the other PARTY specifying an effective date for cancelation of not less than thirty (30) calendar days from the date such notice is received. Nothing contained herein, or elsewhere in this AGREEMENT shall require the CITY to pay for any services that are not in compliance with the terms of this AGREEMENT.

7.4 <u>Time of Performance Termination – Force Majeure</u>. The services provided by each PARTY shall be undertaken and completed as appropriate to carry out the purposes of this AGREEMENT. Except as otherwise provided, neither PARTY shall be liable to the other for any delay in, or failure of performance, of any requirement contained in this AGREEMENT caused by Force Majeure.

(A) The term *Force Majeure* as employed herein, shall meant acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents of machinery, pipelines, or canals. By reason of *Force Majeure*, if either PARTY hereto shall be rendered unable to wholly or in part to carry out its obligations under this AGREEMENT, then such PARTY shall give notice and full particulars of such *Force Majeure* in writing to the other PARTY within a reasonable time after occurrence of the event or cause relied upon and the obligation of the PARTY giving such notice, so far as it is affected by such *Force Majeure*, shall be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such PARTY shall endeavor to remove or overcome such inability with all reasonable dispatch.

22-1026-12148 | 1215692 CASFV EG 7.5 <u>Termination Shall Not Be Construed as Release</u>. 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 non-terminated PARTY. Further, the non-terminating PARTY shall not be relieved of any liability for damages sustained by the terminating PARTY by virtue of any breach of the AGREEMENT.

8.0 GENERAL PROVISIONS

8.1 CASFV shall comply with all applicable federal, state and local governmental laws, rules, regulations and all provisions of the CITY's Charter and Code of Ordinances, now existing or as may be amended, in the performance of its duties under this AGREEMENT.

8.2 <u>Conflict of Interest</u>. CASFV will have no interest in, and shall not acquire any interest, direct or indirect, in any agreement or sub-agreement that will conflict in any manner or degree with the performance of the services to be performed under this AGREEMENT. CASFV further understands that the CITY's Charter prohibits any officer or employee of the CITY from having financial interest, direct or indirect, in any agreement with the CITY. Any violation of this paragraph, with knowledge expressed or implied by CASFV, shall render this AGREEMENT voidable by the City Manager, who is the authorized agent for the CITY.

8.3 <u>Accessibility Standards</u>. CASFV will comply with the Americans for Disabilities Act and will file the Assurance required under City Ordinance No. 9779 prohibiting discrimination against disabled persons.

8.4 <u>No assignment without Consent</u>. CASFV shall not assign or attempt to so convey an interest in this AGREEMENT without the prior written consent of the CITY. This AGREEMENT shall be terminable, at the discretion of the CITY, without notice to CASFV if CASFV shall attempt to assign without consent.

8.5 <u>Religious Activities</u>. CASFV will provide the services under this AGREEMENT in a manner that is explicitly non-religious in nature and scope. There will be no religious services, proselytizing, instruction, or any other religious influences in connection with the stated services. There will be no religious discriminations in terms of employment or benefits under the stated services.

8.6 <u>Inspections</u>. The CITY shall have the right to perform or cause to be performed, (1) inspections of the books and records of CASFV related to the performance of services provided under this AGREEMENT, and (2) inspections of all places where work is undertaken in connection with this AGREEMENT. CASFV shall be required to keep such books and records available for such purpose for **at least five (5) years** after its performance under this AGREEMENT ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable status of limitations.

8.7 <u>Right to Assurance</u>. Whenever one PARTY to this AGREEMENT, in good faith, has reason to question the other PARTY's intent to perform, said PARTY may demand that the other PARTY give written assurance of its intent to perform. In the event that a demand is made

and no assurance is given within five (5) calendar days, the demanding PARTY may treat this failure as an anticipatory repudiation of the AGREEMENT.

8.8 <u>Survival</u>. Each PARTY shall remain obligated to the other under all clauses of this AGREEMENT that expressly or by their nature extend beyond the expiration or termination of this AGREEMENT, including but not limited to the Indemnification provisions hereof.

8.9 <u>Amendment and Waiver</u>. The parties may amend this AGREEMENT at any time by mutual consent. Unless otherwise provided herein, this AGREEMENT may be amended only by written instrument duly executed on behalf of the CITY (by the authority of the City Council) and CASFV. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right, unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved PARTY.

8.10 <u>Complete Agreement</u>. This AGREEMENT constitutes the entire AGREEMENT between the PARTIES relating to the terms and conditions of the AGREEMENT. The PARTIES expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters, except as are set forth herein. Unless expressly stated, this AGREEMENT confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall not be construed against or unfavorably to any PARTY cause of such PARTY's involvement in the preparation or drafting of this AGREEMENT.

8.11 <u>Governing Law</u>. This AGREEMENT shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the CITY's Charter and/or ordinance.

8.12 <u>Severability</u>. All agreements and covenants contained in this AGREEMENT are severable. Should any term or provision of this AGREEMENT be declared invalid by a court of competent jurisdiction, the PARTIES intend that all other terms and provisions of this AGREEMENT should be valid and binding and have full force and effect as if the invalid portion had not been included.

8.13 <u>Venue</u>. For the purpose of determining place of this AGREEMENT and the law governing the same, this AGREEMENT is entered into in the CITY of El Paso, 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, State of Texas.

8.14 <u>Notices</u>. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested, addressed to the respective other PARTY at the address prescribed below or at such other address as the receiving PARTY may have theretofore prescribed by written notice to the sending PARTY:

> CITY: City of El Paso Attention: City Manager

_

P.O. Box 1890 El Paso, Texas 79950-1890

COPY TO: El Paso Police Department Attention: Assistant Chief Strategic Planning 911 N. Raynor El Paso, TX 79903

Contractor: Center Against Sexual and Family Violence Attention: Executive Director 580 Giles El Paso, Texas 79915

8.15 <u>Warranty of Capacity to Execute Contract</u>. The person signing this AGREEMENT on behalf of CASFV warrants that he/she has the authority to do so and to bind CASFV to this AGREEMENT and all the terms and conditions contained herein.

Each person signing below represents that he or she has read this AGREEMENT in its entirety; understands its terms; and agrees on behalf of such PARTY that such PARTY will be bound by those terms.

(Signatures on the Following Page)

22-1026-12148 | 1215692 CASFV EG THE STATE OF TEXAS

CENTER AGAINST SEXUAL AND FAMILY VIOLENCE SERVICES AGREEMENT

COUNTY OF EL PASO

(Signature Page)

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CENTER AGAINST SEXUAL AND FAMILY VIOLENCE

By:

-

laraa Sandra Garcia

Executive Director

Dated: 11/15/22

CITY OF EL PASO

Dated:

Tommy Gonzalez City Manager

ATTEST:

Laura Prine City Clerk

APPROVED AS TO FORM:

Eric Gutierrez City Attorney

APPROVED AS TO CONSENT:

K. Allen

Gregory K. Allen Chief of Police

RESOLUTION

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

That the City Manager be authorized to sign an Agreement between the CITY OF El PASO and Center Against Sexual and Family Violence (CASFV), a non-profit corporation, to provide outreach emergency counseling and follow-up public health services for the reported victims of sexual assault, a public health and safety function, for an annual amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00). The term of this Agreement shall start February 1, 2023 with two automatic annual renewals. The total amount of the three year period shall not exceed One Hundred and Fifty Thousand and No/100 Dollars (\$150,000).

APPROVED this ______ day of ______, ____.

THE CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura Prine City Clerk

APPROVED AS TO FORM:

Eric Gutierrez Assistant City Attorney APPROVED AS TO CONSENT:

Juegony K. Allen

Gregory K. Aller Chief of Police

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

AGENDA DATE: 12/06/2022 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Z. Silva (915) 212-4306

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: #2 Set the Standard for a Safe and Secure City of El Paso

SUBGOAL: N/A

SUBJECT:

Agreement between the City of El Paso and the Center Against Sexual and Family Violence (CASFV)

BACKGROUND / DISCUSSION:

That the City Manager be authorized to sign an Agreement between the CITY OF EL PASO and CENTER AGAINST **SEXUAL AND FAMILY VIOLENCE (CASFV)**, a non-profit corporation, to provide outreach emergency counseling and follow-up public health services for the reported victims of sexual assault, a public health and safety function, for an annual amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00). The term of this Agreement shall start February 1, 2023 with two automatic annual renewals. The total amount of the three year period shall not exceed One Hundred and Fifty Thousand and No/100 Dollars (\$150,000).

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?

PRIMARY DEPARTMENT: El Paso Police Department **SECONDARY DEPARTMENT:** N/A

DEPARTMENT HEAD:

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

Revised 04/09/2021



Legislation Text

File #: 22-1547, 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 1

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Saul Pina, (915) 212-1612

AGENDA LANGUAGE:

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

A Resolution approving a detailed site development plan for the property described as a Portion of Lot 18, Block 13, Three Hills Addition, 7768 Toltec Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed detailed site plan 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: 7768 Toltec Drive Applicant: Candelaria Properties LP, PZDS22-00030

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

PUBLIC HEARING DATE: December 6, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Saul Pina, (915) 212-1612

DISTRICT(S) AFFECTED: District 1

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

A Resolution approving a detailed site development plan for the property described as a Portion of Lot 18, Block 13, Three Hills Addition, 7768 Toltec Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed detailed site plan 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: 7768 Toltec Drive Applicant: Candelaria Properties LP, PZDS22-00030

BACKGROUND / DISCUSSION:

The applicant is requesting a Detailed Site Development Plan approval for a business office per Ordinance No. 7955, dated January 3, 1984. City Plan Commission recommended 5-0 to approve the proposed Detailed Site Development Plan on November 3, 2022. As of November 29, 2022, the Planning Division has not received any communication in support or opposition to the detailed site development plan request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES <u>NO</u>

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division **SECONDARY DEPARTMENT:** N/A

DEPARTMENT HEAD:

RESOLUTION

A RESOLUTION APPROVING A DETAILED SITE DEVELOPMENT PLAN FOR A PORTION OF LOT 18, BLOCK 13, THREE HILLS ADDITION, 7768 TOLTEC DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.150. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, CANDELARIA PROPERTIES LP, (the "Owner") has applied for approval of a detailed site development plan which requires City Plan Commission and City Council approval as per section 20.04.150. The detailed site development plan is subject to the development standards in the A-O/SC (APARTMENT/OFFICE/SPECIAL CONTRACT) **District** regulations and subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "B"** and is incorporated herein by reference for all purposes; and,

WHEREAS, a report was made by the staff to the City Plan Commission and a public hearing was held regarding such application;

WHEREAS, the City Plan Commission has approved and herein recommends Council approval of the subject detailed site development plan; and

WHEREAS, the City Council finds that the detailed site development plan meets all applicable requirements of the El Paso City Code:

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

 Pursuant to requirements, the City Council hereby approves the detailed site development plan submitted by the Applicant, to permit a business office as required under the A-O/sc (Apartment/Office/special contract) District as per Section 20.04.150, on the following described property, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, which is located in an A-O/sc (Apartment/Office/special contract) District:

A portion of Lot 18, Block 13, Three Hills Addition, 7768 Toltec Drive, City of El Paso, El Paso County, Texas.

- 2. A copy of the approved detailed site development plan, signed by the Applicant, the City Manager and the Secretary of the City Plan Commission, is attached hereto, as **Exhibit "B"** and incorporated herein by reference.
- 3. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the A-O/SC (APARTMENT/OFFICE/SPECIAL CONTRACT) District regulations.

Page 1 of 5

- 4. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the A-O/SC (APARTMENT/OFFICE/SPECIAL CONTRACT) District. Such agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.
- 5. This approval shall be void if construction on the property is not started in accordance with the approved detailed site development plan within four (4) years from the date hereof.

APPROVED this ______ day of ______, 2022.

THE CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Joyce Garcia Assistant City Attorney

APPROVED AS TO CONTENT:

Philip <u>Tiwe</u> Philip F. Etiwe, Director Planning & Inspections Department

(Agreement on following page)

Page 2 of 5

DEVELOPMENT AGREEMENT

By execution hereof, CANDELARIA PROPERTIES LP, ("Owner"), identified in the Resolution to which this Development Agreement is attached, hereby covenant and agree, to develop the above-described property in accordance with the approved Detailed Site Development Plan, and in accordance with the standards applicable to the A-O/SC (APARTMENT/OFFICE/SPECIAL CONTRACT) District located within the City of El Paso.

EXECUTED this	Ke	day of November, 2022.	
		CANDEDARIA PROPERTIES LP	
		By: Decent	
		ACKNOWLEDGMENT	
		ACKNOWLEDGMENT	
THE STATE OF TEXAS)		
)		

This instrument is acknowledged before me on this 16 day of <u>Nosember</u>, 2022, by <u>Douglas Borrett</u>, in his legal capacity on behalf of Candelaria Properties

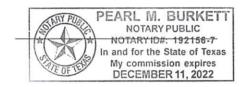
Surfitt

Notary Public, State of Texas

My Commission Expires:

COUNTY OF EL PASO

)



PZDS22-00030

EXHIBIT "A"

Being a Portion of Lot 18, Block 13, Three Hills Addition, City of El Paso, El Paso County, Texas July 20, 2022

METES AND BOUNDS DESCRIPTION 7768 Toltec Drive Exhibit "A"

FIELD NOTE DESCRIPTION of a Portion of Lot 18, Block 13, Three Hills Addition, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found iron rod located at the southerly right-of-way line of Toltec Drive (60' R.O.W.), same being the common boundary corner of Lots 17 and 18 and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said southerly right-of-way line of Toltec Drive and along the common boundary line of Lots 17 and 18, South 00°05'06" West, a distance of 123.17 feet to a point for corner at the common boundary corner of Lots 16 and 18;

THENCE, leaving said common boundary corner Lots 16 and 18, North 89°54'54" West, a distance of 120.50 feet to a found chiseled "V" at the easterly right-of-way line of Southwestern Drive (60' R.O.W.);

THENCE, along the easterly right-of-way line of Southwestern Drive, North 00°05'06" East, a distance of 103.17 feet to a found chiseled "X" for corner;

THENCE, leaving said easterly right-of-way line of Southwestern Drive, 31.42 feet along the arc of a curve to the right whose radius is 20.00 feet, whose interior angle is 90°00'00" whose chord bears North 45°05'06" East, a distance of 28.28 feet to a found iron rod for corner at the southerly right-of-way line of Toltec Drive;

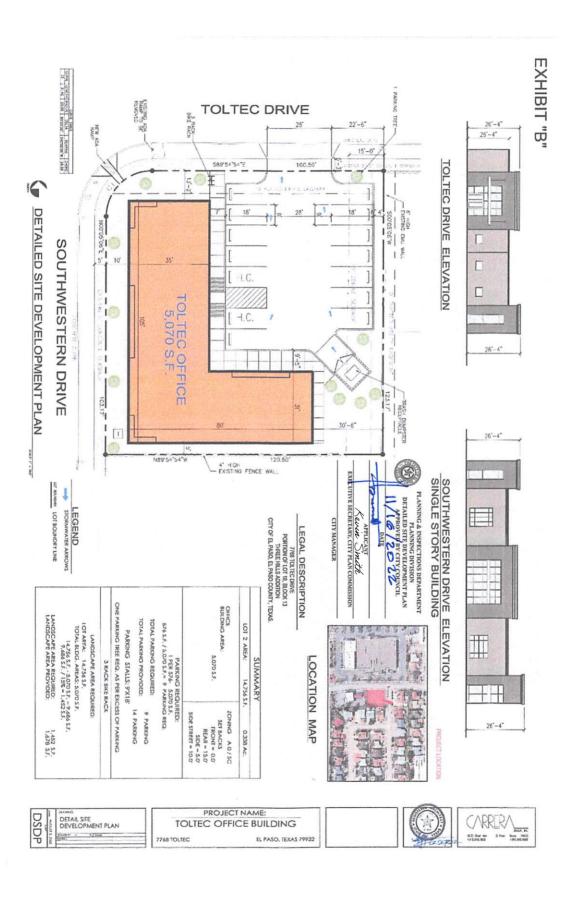
THENCE, along the southerly right-of-way line of Toltec Drive, South 89°54'54" East, a distance of 100.50 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 14,756.14 square feet or 0.3388 acres of land more or less.

Carlos M. Jimenez R.P.L.S. #3950

CAD Consulting Co. 1790 Lee Trevino Drive. Suite 309 El Paso, Texas 79936 (915) 633-6422 I:\M&B\2022\22-1661_7768 Toltec.wpb



22-1007-2996 | 1212966_2 7768 Toltec - DSP resolution JF PZDS22-00030



22-1007-2996 | 1212966_2 7768 Toltec - DSP resolution JF PZDS22-00030

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7768 Toltec Drive

City Plan Commission — November 3, 2022 - REVISED



PZDS22-00030

Saul Pina, (915) 212-1612, PinaSJ@elpasotexas.gov Candelaria Properties LP Carrera Group Inc 7768 Toltec Dr. (District 1) 0.34 acres Detailed Site Development Plan Approval per Ordinance No. 7955 None None

SUMMARY OF REQUEST: SUMMARY OF REQUEST: The applicant is requesting approval of a detailed site development plan for the development of a business office building on the subject property. Per the special contract imposed by Ordinance No. 7955, dated January 3, 1984, both City Plan Commission and City Council review and approval are required prior to the issuance of building permits.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends APPROVAL of the detailed site development plan request. The proposed development is permissible by right in an A-O/sc (Apartment/office/special contract) zone and is compatible with nearby commercial and residential uses. Moreover, the proposed development meets the requirements of El Paso City Code Section 20.04.150 – Detailed Site Development Plan and complies with the G-4, Suburban (Walkable) land use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.



PZDS22-00030

Figure A. Site Plan Superimposed on Aerial Imagery

DESCRIPTION OF REQUEST: The applicant is requesting review and approval of a Detailed Site Development Plan for a proposed business office building on the subject property. Review and approval from both City Plan Commission and City Council are required due to the special contract condition imposed by Ordinance No. 7955, dated January 3, 1984.

The lot is approximately 15,000 square feet in size. The applicant is proposing to develop a 5,070 square foot business office building. The one-story building will have a maximum height of 26 feet, and 14 vehicular parking spaces, to include two (2) ADA spaces and three (3) additional bicycle parking spaces to meet parking requirements.

Main access to the property will be provided from Toltec Drive. The proposed site plan is compliant with landscape, parking, and drainage requirements per code.

PREVIOUS CASE HISTORY: Ordinance No. 7955, dated January 3, 1984 (attachment 3), changed the zoning from R-3 (Residential) to A-O (Apartment-Office) with the following special contract conditions:

 Dedication, realignment, and improvement of seventy (70) feet of right-of-way for Southwestern Drive, and also dedication, improvement and extension of Toltec Drive through Parcel 1 as shown on the generalized site plan, which is more particularly described in the attached Exhibit "D" made a part hereof by reference, submitted with zoning case #83-4873. Said improvements must be completed to the satisfaction of the City Engineer, prior to the issuance of certificates of occupancy on Parcels 1, 2 and 3.

Note: Condition No. 1 has been satisfied or is not applicable.

2) Prior to the issuance of any building permits on Parcel 1, a detailed site development plan must be reviewed by the Commission and approved by City Council.

Note: Condition No. 2 is satisfied through this request.

3) Vacation of that portion of Southwestern Drive that is bounded on the north by Toltec Drive and on the south by Southwestern Drive.

Note: Condition No. 3 has been satisfied or is not applicable.

4) A subdivision plat must be filed either separately or concurrently for each parcel prior to the issuance of any building permits.

Note: Condition No.4 has been satisfied.

5) The height of any building or structures constructed on Parcel 1 cannot exceed one (1) story.

Note: Condition No. 5 is satisfied through this request.

6) A fifteen-foot (15) rear yard setback will be required for any building or structure on Parcel 1.

Note: Condition No. 6 is satisfied through this request.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development is permitted by right in the A-O (Apartment/Office) zoning district and will add a new commercial business within a walking distance to single-family dwellings zoned R-3 (Residential). To the north and east are single-family dwellings zoned R-3 (Residential); to the south is a bank zoned A-O/sc/sp (Apartment/Office/special contract/special permit); and to the west is a superstore zoned C-1/sc (Commercial/special contract) The nearest school, Da Vinci School for Science and the Arts is 0.6 miles and the nearest park, Montoya Heights Park, is 1.6 miles in proximity to the subject property.

2

COMPLIANCE WITH *THE ZONING ORDINANCE* – When evaluating whether a proposed Detailed Site Development Plan is in accordance with the Zoning Ordinance, consider following factors:

following factors:					
Criteria	Does the Request Comply?				
El Paso City Code Section 20.04.140 – When Required.	Yes. Per Ordinance No. 7955, dated January 3, 1984, a				
Except as stated herein, a detailed site development	detailed site development plan is required to be				
plan is required prior to development in a special	approved by City Plan Commission and City Council				
purpose district or with a special permit application and	prior to the issuance of a building permit.				
may be required if a zoning condition exists on a					
particular piece of property. Detailed site development					
plans are not required for any projects for development					
in the Mixed Use District (RMU, GMU and IMU) or for					
any other projects other than those located in special					
purpose districts or as otherwise required herein.					
Compatibility with Zoning Regulations: The zoning	Yes. The subject property will have a proposed use of				
district permits the proposed use, and all applicable	business office, which is permitted by right in the A-				
regulations are met	O/sc (Apartment/Office/special contract) zone district				
A-O (Apartment/Office) District: The purpose of	and complies with the supplemental use regulations				
these districts is to promote and preserve	listed in section 20.10.420 of the El Paso City Code. This				
residential development within the city	proposal abuts single-family dwellings zoned R-3				
associated with a landscape more urban in appearance and permitting a mixture of housing	(Residential) and will serve the surrounding neighborhood.				
types. It is intended that the district regulations					
allow for medium densities of dwelling units					
supported by higher intensity land uses located at					
the periphery of single-family neighborhoods					
providing that the overall character and					
architectural integrity of the neighborhood is					
preserved. The regulations of the districts will					
permit building types designed for transition from					
areas of low density residential neighborhoods to					
other residential areas, and certain nonresidential					
uses and support facilities.					
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER					
EVALUATING THE FOLLOWING FACTORS:					
Historic District or Special Designations & Study Area	None. The subject property is not located within any				
Plans: Any historic district or other special designations	Historic Overlay District nor any other special				
that may be applicable. Any adopted small areas plans,	designation areas.				
including land-use maps in those plans.					
Potential Adverse Effects: Potential adverse effects	None. There are no anticipated adverse impacts from				
that might be caused by approval or denial of the	the approval of the Detailed Site Development Plan				
Detailed Site Development Plan request.	request.				
Natural Environment: Anticipated effects on the	None. There are no anticipated adverse impacts from				
natural environment.	the approval of the Detailed Site Development Plan				
	request.				

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Main access is proposed from Toltec Drive, a local road as classified on the City of El Paso's Major Thoroughfare Plan (MTP). The proposed development is adequate for this area as it connects to nearby residential neighborhoods and abutting commercial establishments and will supplement missing commercial uses. There are existing sidewalks along Southwestern Drive and Toltec Drive that provide pedestrian access to the site. The closest bus stop, located on Redd Road and Doniphan Drive, is 1.1 miles in proximity to the proposed development.

PUBLIC COMMENT: Notices are not applicable per El Paso City Code Section 20.04.150.

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. **Approve/Recommend Approval** of the Detailed Site Development Plan, 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. **Approve/Recommend Approval of the Detailed Site Development Plan 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. **Deny/Recommend Denial** of the Detailed Site Development Plan 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.

4

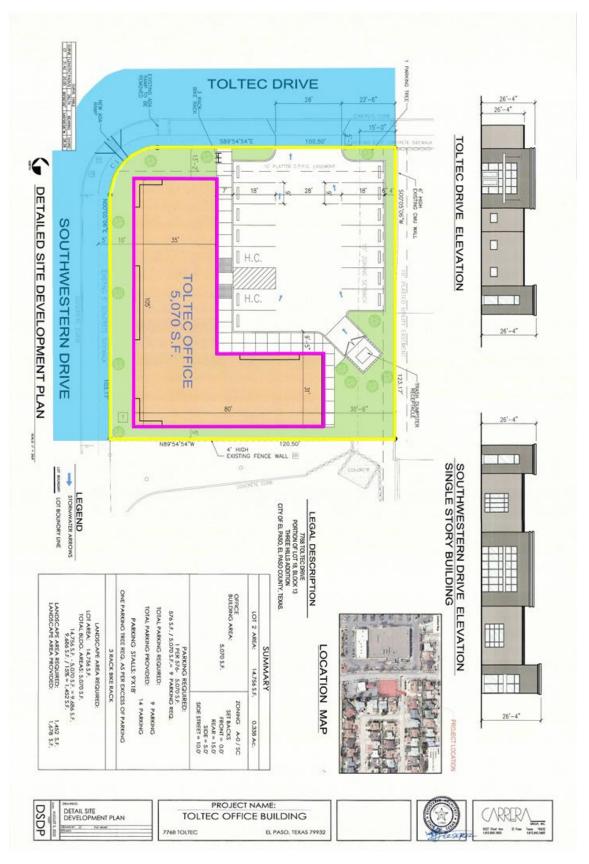
ATTACHMENTS:

- 1. Zoning Map
- 2. Detailed Site Plan
- 3. Ordinance No. 7955
- 4. Department Comment

ATTACHMENT 1



ATTACHMENT 2



6

ATTACHMENT 3

EXHIBIT "A"

7955

AN ORDINANCE CHANGING THE ZONING OF LOT 18, BLOCK 13, AND LOT 1, BLOCK 1, THREE HILLS ANDITION, THE PENALTY BEING AS PROVIDED IN SECTION 25-96 OF THE EL PASO CITY CODE

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

That the zoning of Lot 18, Block 13, and Lot 1, Block 1, Three Hills Addition, as more particularly described in the attached Exhibits "A," "B," and "C" made a part hereof by reference, be changed from R-3 (Residential) to A-O (Apartment/Office), Parcel 1 - 2.4312 Acres; to C-OP (Office/Park), Parcel 2 - 10.7009 Acres; and to PC (Planned Commercial), Parcel 3 - 9.5576 Acres, within the meaning of the zoning ordinance and the zoning map of the City of El Paso be revised accordingly.

PASSED AND APPROVED this 3rd day of JANUARY , 1984. motor w K Mayor

ATTEST: City Clerk

APPROVED AS TO FORM: <u>C(12.400, f. Man - Man(1)</u> Assistant City Attorned

CONTENT Planning, and Development

""rtify thei the zoning mep has Been zavised to

5 C

I CERTIFY THAT THE FOLLOWING ZONING MAPS COUNTER E OPICHAN 2 14-24 CONTROL 7955 Intrack (1/3,

.8 73 3 JAN 5-1984 **UCRARTMENT** OF PLANNING

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

That the Mayor be authorized to sign a contract with WALLINGTON CORP. placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No. .7955

ADOPTED this 3rd day of Janluren, 1984.

Hayop Biller by Fifers

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ATTEST: CIÈ

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APPROVED AS TO FORM: <u>CINY YOU CULLEN CORNEY</u> Assistant City Attorney

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83-4873 JAN 5-1984 DEPARTMENT OF PLANNING

CONTRACT

THIS CONTRACT, made this <u>3</u>^{ed} day of <u>JANUARY</u>, 1987, by and between WALLINGTON CORP., First Party, and the CITY OF EL PASO, Second Party, witnesseth:

Application has been made to the City of El Paso for rezoning of Lot 18, Block 13, and Lot 1, Block 1, Three Hills Addition, City and County of El Paso, Texas, which are more particularly described by metes and bounds in the attached Exhibits "A," "B," and "C" which are made a part hereof by reference. To remove certain objections to such rezoning, First Party covenants that if the property is rezoned from R-3 (Residential) to A-O (Apartment/Office) (Parcel 1 - 2.4312 acres); to C-OP (Office/Park) (Parcel 2 - 10.7009 acres); and to P-C (Planned Commercial) (Parcel 3 9.5576 acres) Districts within the meaning of the zoning ordinance of the City of El Paso, it shall be subject to the following restrictions, conditions and covenants:

 Dedication, realignment and improvement of seventy (70) feet of right-of-way for Southwestern Drive, and also dedication, improvement and extension of Toltec Drive through Parcel 1 as shown on the generalized site plan, which is more particularly described in the attached Exhibit "D" made a part hereof by reference, submitted with zoning case #83-4873.

Said improvements must be completed to the satisfaction of the City Engineer, prior to the issuance of certificates of occupancy on Parcels 1, 2 and 3.

- Prior to the issuance of any building permits on Parcel 1, a detailed site development plan must be reviewed by the Commission and approved by City Council.
- Vacation of that portion of Southwestern Drive that is bounded on the north by Toltec Drive and on the south by Southwestern Drive.
- A subdivision plat must be filed either separately or concurrently for each parcel prior to the issuance of any building permits.
- The height of any building or structures constructed on Parcel 1 cannot exceed one (1) story.
- A fifteen-foot (15) rear yard setback will be required for any building or structure on Parcel 1.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First

83-4873 JAN 5-1984 OF PLANNING

.1

November 3, 2022

Party and its successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

By (

By Mave

WALLINGTON CORP. First Party

THE CITY, OF EL

arty

Second B

WITNESS THE FOLLOWING SIGNATURES AND SEALS.

ATTEST Secre

ATTEST: City Cler

APPROVED AS TO CONTENT:

Flanning, Research and Development

THE STATE OF TEXAS)) COUNTY OF EL PASO) APPROVED AS TO FORM: <u>ANNA With - Janey</u> Assistant City Attorney

ASO

This instrument was acknowledged before me on this 29th day of <u>December</u>, 1983, by <u>CARROLL SHELTON JONES</u>, representative for WALLINGTON CORP. Notary Public, State of Texas My Commission Expires: Carol Moseley Notary Public State of Texas My Commission Expire: 7/13/85 THE STATE OF TEXAS) COUNTY OF EL PASO) This instrument was acknowledged before me on this day 1984, by JONATHAN W. ROGERS, as Mayor of JANUARY of the City of El Paso. nan Notary State of Texas My Commission Expires: 6/30/8

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Being the description of 2.4312 acres of land out of a portion of Lot 1, Block 1, and all of Lot 18, Block 13, Three Hills Addition, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at the centerline intersection of Inca Avenue (60.00 feet wide) with Quinault Drive (60.00 feet wide);

THENCE, North 89°54'54" West, along the centerline of Inca Avenue a distance of 129.36 feet to a point;

THENCE, South 00°05'06" West, a distance of 30.00 feet to a point lying on the southerly right-of-way line of Inca Avenue, said point also being the TRUE POINT OF BEGINNING;

THENCE, South 89°54'54" East, along said right-of-way line a distance of 79.36 feet to a point;

THENCE, 31.42 feet along the arc of a curve to the right, which has a central angle of 90°00'00", a radius of 20.00 feet, and a chord which bears South 44°54'54" East, a distance of 28.28 feet to a point lying on the westelry right-of-way line of Quinault Drive;

THENCE, along said right-of-way line South $00^{\circ}05'06"$ West a distnace of 85.00 feet to a point;

THENCE, South 89°54'54" East a distance of 259.84 feet to a point lying on the westerly right-of-way line of Southwestern Drive;

THENCE, along said right-of-way line and 45.01 feet along the arc of a curve to the left, which has a central angle of $02^{\circ}07'27''$, a radius of 1213.93 feet, and a chord which bears South $01^{\circ}08'50''$ West a distance of 45.01 feet to a point;

THENCE, continuing along said right-of-way line, South $00\,{}^{\circ}05\,{}^{\prime}06\,{}^{\circ}$ West a distance of 115.00 feet to a point;

THENCE, South 89°54'54" East, a distance of 180.50 feet to a point lying on the southerly right-of-way line of Toltec Drive, said point also being the northeasterly most property corner of Lot 18, Block 13, Three Hills Addition;

THENCE, South $00^{\circ}05'06"$ West, along the easterly property line of said Lot 18 a distance of 212.00 feet to a point;

THENCE, continuing along said property line South $06^{31}32''$ East, a distance of 164.10 feet to a point lying on the northerly right-of-way line of Redd Road;

THENCE, North $89^{\circ}54'54''$ West, along said right-of way line a distance of 98.77 feet to a point;

THENCE, 29.11 feet along the arc of a curve to the right, which has a central angle of $83^{\circ}23'23''$, a radius of 20.00 feet, and a chord which bears North $48^{\circ}13'13''$ West a distance of 26.61 feet to a point lying on the easterly right-of-way line of Southwestern Drive;

THENCE, North $06^{\circ}31'32"$ West along said right-of-way line a distance of 124.01 feet to a point;

THENCE, 299.14 feet along the arc of a curve to the left, which has a central angle of $44^{\circ}31'06''$, a radius of 385.00 feet, and a chord which bears North $38^{\circ}01'43''$ West a distance of 291.67 feet to a point;

THENCE, North 60°17'17" West, a distance of 100.91 feet to a point;

THENCE, 278.75 feet along the arc of a curve to the right, which has a central angle of $49^{\circ}37'40''$, a radius of 321.82 feet, and a chord which bears North $35^{\circ}28'27''$ West, a distance of 270.11 feet to the POINT OF BEGINNING.

Prepared by: TURNER COLLIE & BRADEN INC. El Paso, Texas September 30, 1983 TC&B Job No. 5262-001

83-4873

PARCEL 1 FROM R-3.TO A-O Schihit

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PROPERTY DESCRIPTION 2A

Being the description of 10.7009 acres of land out of a portion of Lot 1, Block 1, Three Hills Addition, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at the centerline intersection of Inca Avenue (60.00 feet wide) with Quinault Drive (60.00 feet wide);

THENCE, North $89^{\circ}54'54''$ West, along the centerline of Inca Avenue a distance of 135.00 feet to the TRUE POINT OF BEGINNING;

THENCE, North 89°54'54" West, a distance of 459.60 feet to a point lying on the easterly right-of-way line of Interstate Highway No. 10;

THENCE, North $11^{\circ}45'50''$ West, along said right-of-way line a distance of 737.13 feet to a point lying on the southerly right-of-way line of Medano Drive;

THENCE, the following three (3) courses along said right-of-way line;

51.56 feet along the arc of a curve to the right, which has a central angle of $04^{\circ}17'00''$, a radius of 689.71 feet and a chord which bears North $62^{\circ}31'36''$ East, a distance of 51.55 feet to a point:

North 64°40'06" East, a distance of 252.13 feet to a point;

326.45 feet along the arc of a curve to the right, which has a central angle of $18^{\circ}42'15"$, a radius of 1000.00 feet and a chord which bears North 74°01'13" East, a distance of 325.00 feet to a point lying at the northeasterly most property corner of Lot 1, Block 1, Three Hills Addition;

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THENCE, South 08°26'32" East along the easterly property line of said Lot 1, a distance of 170.10 feet to a point;

THENCE, continuing along said property line South $00\,^{\circ}05\,^{\circ}06^{\circ}$ West, a distance of 775.20 feet to the POINT OF BEGINNING.

Prepared by: TURNER COLLIE & BRADEN INC. El Paso, Texas September 30, 1983 TC&B Job No. 5262-001

PARCEL _2_ EROM R-3 TO. C-O.P C.h.t. R

83-4873

PROPERTY DESCRIPTION 3A

Being the description of 9.5576 acres of land out of a portion of Lot 1, Block 1, Three Hills Addition, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at the centerline intersection of Inca Avenue (60.00 feet wide) with Quinault Drive (60.00 feet wide);

THENCE, North 89°54'54" West, along the centerline of Inca Avenue a distance of 135.00 feet to the TRUE POINT OF BEGINNING;

THENCE, South $00^{\circ}05'06"$ West, a distance of 30.00 feet to a point lying on the southerly right-of-way line of Inca Avenue;

THENCE, South $89^{\circ}54'54''$ East, along said right-of-way line a distance of 5.64 feet to a point;

THENCE, 278.75 feet along the arc of a curve to the left, which has a central angle of $49^{\circ}37'40"$, a radius of 321.82 feet, and a chord which bears South $35^{\circ}28'27"$ East, a distance of 270.11 feet to a point;

THENCE, South 60°17'17" East, a distance of 100.91 feet to a point;

THENCE, 151.15 feet along the arc of a curve to the right, which has a central angle of 22°29'36", a radius of 385.00 feet, and a chord which bears South 49°02'28" East a distance of 150.18 feet to a point lying on the westerly right-of-way line of Southwestern Drive;

THENCE, the following four (4) courses along said right-of-way line:

South 00°05'06" West, a distance of 27.09 feet to a point;

103.35 feet along the arc of a curve to the left, which has a central angle of $06^*36'38"$, a radius of 895.78 feet, and a chord which bears South $03^*13'13"$ East, a distance of 103.29 feet to a point:

South 06°31'32" East, a distance of 120.38 feet to a point;

33.72 feet along the arc of a curve to the right, which has a central angle of $96^{\circ}36'38''$, a radius of 20.00 feet, and a chord which bears South $41^{\circ}46'47$ West, a distance of 29.87 feet to a point lying on the northerly right-of-way line of Redd Road;

THENCE, North $89^{\circ}54'54''$ West, along said right-of-way line a distance of 682.98 feet to a point on the easterly right-of-way line of Interstate Highway No. 10;

THENCE, North $11^{\circ}45'50''$ West, along said right-of-way line a distance of 684.59 feet to a point;

THENCE, South $89\,^{\circ}54\,^{\prime}54^{\prime}$ East, a distance of 459.60 feet to the POINT OF BEGINNING.

Prepared by: TURNER COLLIE & BRADEN INC. EI Paso, Texas September 30, 1983 TC&B Job No. 5262-001

83-4873

PARCEL 3 FROM R-3 TO.P-C 0, 1:1.7 C-

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends approval of the detailed site development plan request.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval:

- 1. Place street and buffer trees every 30 feet on center. Remove existing ADA ramp and construct new ADA ramp per local standards at Southwestern Drive and Toltec Drive. The new ADA ramp shall align with the existing ADA ramp on the northeast side of the intersection.
- 2. No objections to the proposed detailed site development plan. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

Recommend Approval: No objections to proposed detailed site plan.

Fire Department

Recommend Approval: No adverse comments.

Police Department

The 911 District has no comments/concerns regarding this zoning.

Environment Services

No comments provided.

Streets and Maintenance Department

Recommend Approval:

- 1. It is recommended to relocate the proposed access point from Toltec Drive to Southwestern Drive. That way this will keep the additional traffic generated away from the residential street and reduce intersection delay.
- 2. Remove existing ADA ramp and construct new ADA ramp per local standards at Southwestern Drive and Toltec Drive. The new ADA ramp shall align with the existing ADA ramp on the northeast side of the intersection.
- 3. TIA not required.

Sun Metro

No comments provided.

El Paso Water

Recommend Approval: EPWater-PSB does not object to this request.

Water:

There is an existing 6-inch diameter water main that extends along Toltec Dr., located approximately 40-feet north of the south right-of-way line. This main is available for service.

There is an existing 12-inch diameter water main that extends along Southwestern Dr., located approximately 20-feet west of the east right-of-way line. This main is available for service.

Previous water pressure from fire hydrant #4557, located on the southeast corner of Toltec Dr. and Maya Ave., has yielded a static pressure of 110 (psi), a residual pressure of 98 (psi) and a discharge of 1,087 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that extends along Toltec Dr., located approximately 25-feet north of the south right-of-way line. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along Southwestern Dr., located approximately 35-feet west of the east right-of-way line. This main is available for service.

General:

EPWater requires a new service application to provide services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

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Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

The attached item is not within the boundaries of EPCWID1.



Legislation Text

File #: 22-1535, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 1

Parks and Recreation, Ben Fyffe, (915)212-1766 Capital Improvement, Daniela Quesada, (915)212-1826

AGENDA LANGUAGE:

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

A Resolution that the "Mary Frances Keisling Park Master Plan Report" be adopted as the masterplan document for the future improvements and development, to be addressed in phasing, as funding becomes available.

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

AGENDA DATE: Dec. 6, 2022 PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ben Fyffe (915) 212-1766, Daniela Quesada (915) 212-1826

DISTRICT(S) AFFECTED: District 1

STRATEGIC GOAL: 4- Enhance El Paso's Quality of Life through recreational, cultural and educational environments. **3**- Promote the Visual Image of El Paso,

SUBGOAL: 3.1- Improve the visual impression of the community

SUBJECT:

RESOLUTION that the "Mary Frances Keisling Park Master Plan Report" be adopted as the masterplan document for the future improvements and development of both parks, to be addressed in phasing, as funding becomes available.

BACKGROUND / DISCUSSION:

Staff will give a high level overview of the work completed for both parks' master plan documents, and the phasing plan for future implementation of the proposed improvements.

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

This study was funded by Parks Planning Project Funds in the amount of \$110,441.00.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _x_ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement/Parks and Recreation Department SECONDARY DEPARTMENT:

DEPARTMENT HEAD:

erry_DeMuro/Lor Yvette Hernandez, PE City Engineer

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

RESOLUTION

WHEREAS, Goal 4 of the Strategic Plan for the City of El Paso ("City") is to enhance the City's quality of life through recreational, cultural, and educational environments;

WHEREAS, Goal 3 of the Strategic Plan for the City is to promote the City's visual image;

WHEREAS, Mary Frances Keisling Park has been identified as a targeted City park for improvements, based on criteria related to population growth and expansion, amenities, and service gaps related to quality of life;

WHEREAS, the City conducted a public outreach and engagement campaign consisting of both in-person and virtual activities for the Mary Frances Keisling Park community, including virtual focus group meetings, virtual work sessions with an application-based steering committee for the park, in-person information meetings including interactive surveys and activities at the park, an online interactive public comment mapping tool, and a project website;

WHEREAS, the City Representative for District 1 has been briefed and has provided input and feedback to inform the final document.

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

1. That the "Mary Frances Keisling Park Master Plan Report", as attached hereto, be adopted;

2. That the City Manager, or his designee, be authorized to begin implementation of the "Mary Frances Keisling Park Master Plan Report" in a manner generally consistent with the recommended strategies and policies contained therein and generally consistent with the recommended implementation phases;

3. That the adoption of the "Mary Frances Keisling Master Plan Report" shall not commit the City of El Paso to specific funding levels or implementation strategies, but shall provide guidance for the City's vision for the enhancement of the park.

(Signatures on following page.)

1

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Renta Brito

Roberta Brito Assistant City Attorney

APPROVED AS TO CONTENT:

Asstistant Diector Capital Improvement

erry DeMuro/for

Yvette Hernandez, P.E., City Engineer Capital Improvement Department

2

Mary Frances Keisling Park Master plan report El paso, texas

DRAFT NOVEMBER 2022

651 Gomez Rd, El Paso, TX 79932



Client Team:









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

Consultant Team:







City of El Paso:

Ben Fyffe - Managing Director, Cultural Affairs & Recreatior Daniela Quesada, RA - Chief Architect Alex Hoffman - Assistant Director of CID Planning Marcella A. Atollini - Urban Design Manager Appolonia Roldan - Urban Design Manager Ana McCranie - Public Affairs Coordinator, Cultural Affairs

& Recreation Emigdio Gonzalez - Division of Streets and Maintenance Karla Chavez - PM Parks and Recreation Alex Hoffman - Assistant Director of CID Planning Joel McKnight - Streets & Maintenance Deputy Director Joaquin Rodriguez - Transportation Planning Administrator Brent Pearson - CID Arborist

Consultant Team:

Asakura Robinson, Urban Planning | Landscape Architecture| Urban Design

Keiji Asakura, Principal-In-Charge Sandra Meulners-Comstock, Project Manager Daví de la Cruz, Deputy Project Manager Diego Degenhart, Engagement Specialist Isabelle Asakura, Designer Hugo Colón, Designer Michelle Bright, Senior Designer Urban Ecology

Vermeulens, Cost Estimating Blair Tennant, Principal

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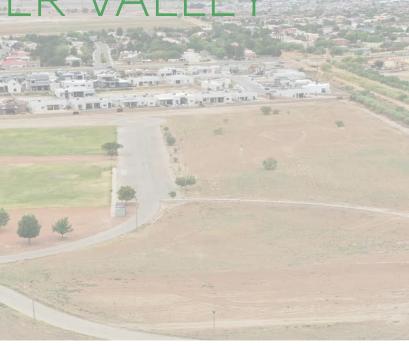
EXECUTIVE SUMMARY

ary Frances Keisling Park is a community park that obtained its first amenities in 2004, with the addition of two sports fields. Additional amenities followed quickly; a playground and access to the Rio Grande River Trail were added. Recent development in the surrounding area has sparked desire by the community to update this park. Mary Frances Keisling Park has great potential, since it fills a gap in park space in the area, and has plenty of open land for additional amenities.

The park is a major access point for the Trail, making it a regional focal point as users move up and down the Rio Grande River Valley. At the same time, this park is embedded within a closely-knit neighborhood, with neighbors who care about this space and frequent it often for more casual day-to-day uses. Between the regional and local scales, the park has the potential to serve area-wide users with its large sports fields and potential to host more facilities and amenities within its boundaries.

Overall, Mary Frances Keisling Park requires a vision that will address the needs of all types of users from all areas of the neighborhood, city, and region. This park can fill gaps in service for community-based facilities, and bring new amenities to El Paso that the community has desired for a long time. This Master Plan serves to provide a guide for the City to use to implement change, to provide improvements over time as funding becomes available, and to create a park that is driven by and for the community.

MARY FRANCES KEISLING PARK A COMMUNITY PARK IN THE UPPER VALLEY





CHAPTER 1: EXISTING CONDITIONS

OVERVIEW

ocated in western El Paso, Mary Frances Keisling Park is situated between the Franklin Mountains to the East and the mesas of New Mexico to the West. Today the park is both a neighborhood recreational area for the surrounding neighborhoods as well as a stopping point along the larger River Trail system along the Rio Grande River.

CONTEXT Surrounding Neighborhoods

The neighborhoods surrounding Mary Frances Keisling (MFK) Park are characterized by singlefamily detached homes on lots that average 1/4 acres. Recently used as agricultural land, the region has quickly been developed over the past few years into residential development as El Paso's population expands. The park site is located within the southeastern edge of the Valley Creek North Neighborhood. More details on the demographics are described in the community trends section.

The improvements outlined in this planning document seek to understand how Mary Frances Keisling Park may best serve the community as a local neighborhood park, but also become a better fit into the El Paso park service area.

Park Service Area

Mary Frances Keisling Park is the considered a community park for local residents who walk, drive, and bike to the park for access to the River Trail and to use the park amenities. Because the greater area lacks significant park space, Mary Frances Keisling Park is viewed as a potential community or even regional-scale park.

Additionally, the proximity along the Rio Grande and the River Trail provides regional access to the park and establishes the park as a gem and gateway along the Trail.

Development of Mary Frances Keisling Park

The park was established in tandem with the development of the surrounding residential community in the early 2000's. The existing soccer fields and roadway were first installed in 2004, and the playground installed around 2006. The park was named in honor of Mary Frances Keisling, a resident of El Paso and a Yellow Rose recipient who championed ranch heritage in the area. Mary Frances Keisling is a beloved figure in the history of El Paso, and enhancing this park serves to honor her legacy.



Satellite image of area in 1991 - predominantly agricultural use of land. (Image courtesy Google Earth)

Satellite image of area in 2004 - land is being graded for development and sports fields established within MFK Park. (Image courtesy Google Earth)



2022 drone image of park (courtesy of City of El Paso)

Satellite image of area in 2020 - significant residential development surrounding park, but little to no further development within park. (Image courtesy Google Earth)

COMMUNITY TRENDS

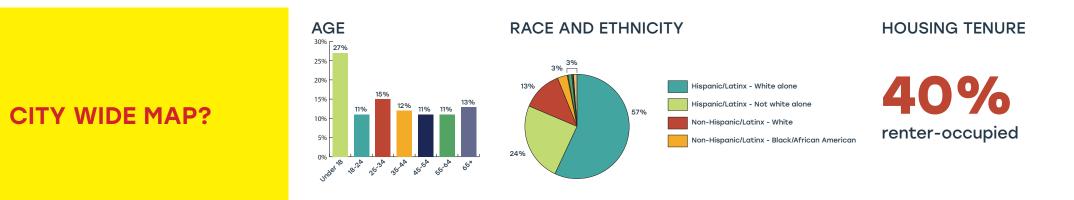
To understand the community's needs, the master planning effort included the analysis of both city-wide and localized demographic data. The localized data for Mary Frances Keisling (MFK) Park includes all census block groups within a 0.75-mile buffer of the park's boundary.

 AGE SEGMENTATION: In comparing local and city-wide age segmentation, the area around MFK Park has a similar age breakdown

City of El Paso

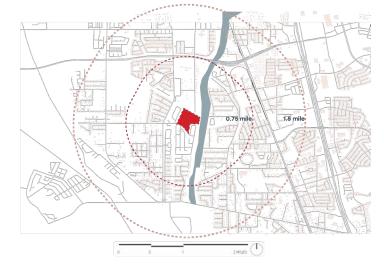
to the City with almost 30% of residents under the age of 18 and almost 30% of residents between the ages of 35 and 54. The percentages for these two age groups are slightly higher in the MFK Park area, and the percentage of residents over 65 is slightly lower than in the city overall, which suggests the families that use the park are more likely to be younger.

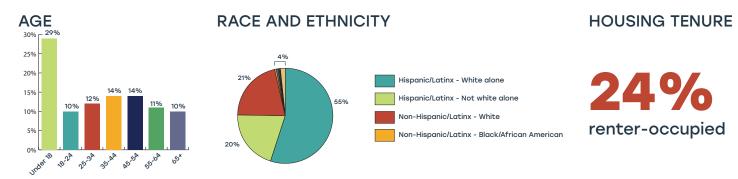
- **RACE AND ETHNICITY:** The MFK Park area has a lower percentage of Hispanic/Latinx residents than the city overall, a higher percentage of non-Hispanic/Latinx white residents, and a lower percentage of all other non-Hispanic/Latinx residents.
- HOMEOWNERSHIP AND INCOME: The MFK Park area has a slightly higher homeownership rate than the city overall, as well as a higher median household income.



Mary Frances Keisling Park Area*

*Mary Frances Keisling Park area includes all census block groups within a 1.5-mile buffer of the park boundary.





IMPACT TO MASTER PLAN PROCESS

Given the demographics of the Mary Frances Keisling Park area, it will be important to focus on activities and programming for youth, and to ensure that the perspectives, desires and needs of under-represented racial and ethnic groups as well as lower-income residents are included in the process and resulting park Master Plan, despite being smaller minorities of Upper Valley North's residents.

INCOME (MHI)

\$48,866

INCOME (MHI)

\$101,083

COMMUNITY HEALTH

As part of the planning process, community health around the park was assessed. This allowed the planning team to understand the role of the park as both a neighborhood park for Valley Creek North and as a larger park for the wider community.

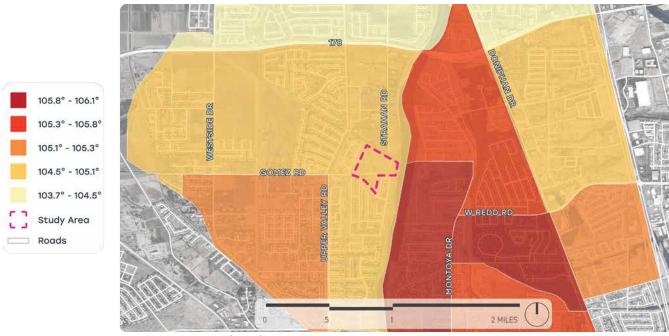
Summer Surface Temperature

Summer surface temperature is calculated as the average temperature within a census block group on a summer's day. Identifying ways that planting throughout the park can support the larger neighborhood becomes crucial. The realities of neighborhoods with more heat, less tree canopy, vulnerable populations, including disabled community members, seniors, children, and other populations with heat related health risks may be addressed. Overall, the area surrounding MFK Park has a lower summer surface temperature than some of the other census block groups to the East of the park.

Health Index

The health index is a composite index of the prevalence of self-reported poor mental health, poor physical health, asthma, and coronary health disease. A higher index number indicates a greater amount of poor health conditions. This map shows that moving southeast of the neighborhood across the Rio Grande, the health index increases. This mapping indicates that improved park space for those in lower health regions may be beneficial. Community members experiencing higher rates of negative health impacts that are provided closer connection to nature can help improve mental health and wellbeing.

SUMMER SURFACE TEMPERATURE



Sources: USGS Earth Explorer

HEALTH INDEX

0.353-0.448

0.314-0.353

0.308-0.314

0.282-0.308

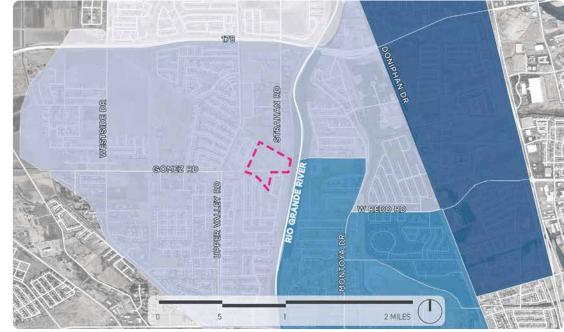
0.282

Roads

Study Area

Rio Grande

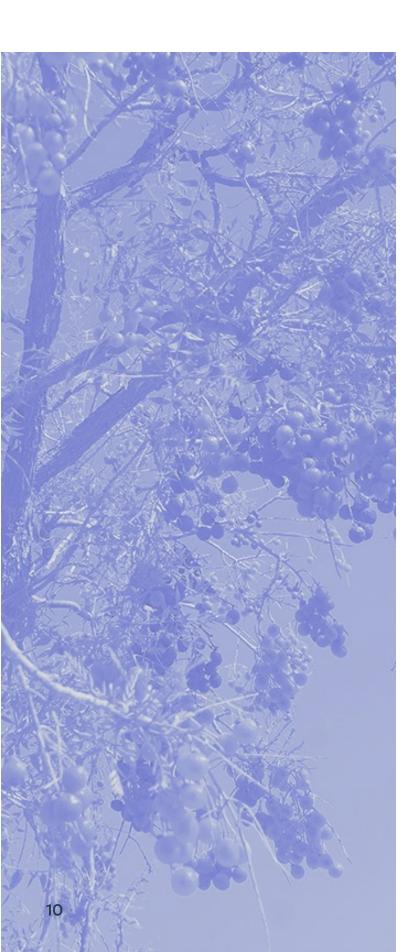
Roads



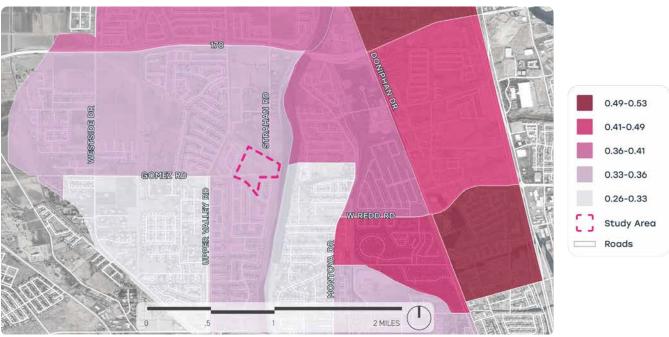
Sources: Center for Disease Control CDC PLACES

SOURCE: All data is from the American Community Survey 2016-2020.



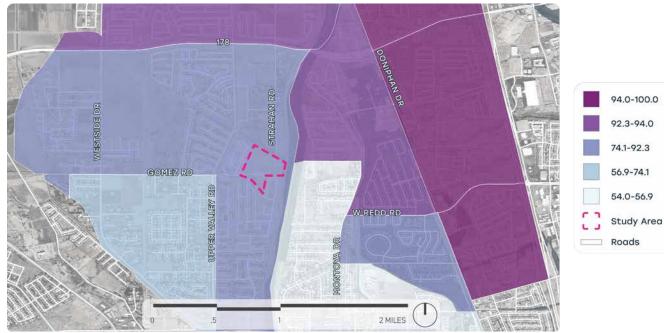


PRIORITY INDEX



Sources: U.S. Census Bureau American Community Survey 2014-2018, USGS Earth Explorer, Center for Disease Control CDC PLACES

TREE EQUITY SCORE



Sources: U.S. Census Bureau American Community Survey 2014-2018, USGS Earth Explorer, Center for Disease Control CDC PLACES, EarthDefine U.S. Tree Map 2020

Priority Index

The Priority Index determines areas in need of tree planting in order to achieve Tree Equity. A higher index number indicates a greater amount of inequity. It is calculated by using the following characteristics:

- Percentage of population below 200% of poverty
- Unemployment rate
- Percentage of people who are not white non-Hispanic
- Ratio of seniors and children to working-age
 adults
- Severity of Urban Heat Island
- Prevalence of poor mental, physical, respiratory, and cardiac health

MFK Park falls in a lower priority index. Because this park is accessible at a community-wide and somewhat regional scale, it is imperative to develop this park from a democratic standpoint, considering users who come visit the park from all areas of index types. It is important that this park remain accessible and welcoming for those in higher index areas nearby.

Tree Equity Score

The Tree Equity Score combines neighborhood tree canopy gap and priority index. The higher the score, the greater the priority for closing the tree canopy gap. The areas in deeper purple indicate that there is a greater need to provide for more canopy coverage for vulnerable communities. Because Mary Frances Keisling Park can serve at such a large scale, it is important that more canopy coverage is included in the planning for this park to help close these equity gaps.

PLANNING DOCUMENTS

The planning process also included a review of relevant city-wide planning documents in order to understand how the Memorial Park master plan could build off of the on-going efforts and support the City's vision.

IMPACT TO MASTER PLAN PROCESS

These planning documents (to the right) predate this master plan, and serve to inform this process of past and concurrent efforts that need to be incorporated into the Mary Frances Keisling Park Master Plan. Considerations, recommendations, and requirements from all of these planning efforts were taken into consideration and implemented in this master plan document.

Park and Recreation Master Plan (2014)

Recommendations encompass the many varied aspects of a large park system ranging from facilities, operations, athletics, and aquatics to management, funding and other key governance issues.

It takes into account the impact that voterapproved 2012 park bonds will have in resolving many of those needs, and notes where gaps remain in the longer term.

Chapter 4- Park Typology Community Parks

Community parks range from ten to 15 acres that act as centers of organized outdoor activities. While not listed in the plan, MFK is considered a community park for its size and role within the Upper Valley Community.

Facilities in Community Parks - Facilities generally located in community parks may include the following:

- Shaded play equipment, multiple age groups
- Areas for active play
- Shaded picnic areas and pavilion(s)
- Restrooms
- Jogging, bicycle or nature trails, sometimes lighted for evening use
- Lighted athletic fields, suitable for organized competitive events
- Recreation center
- Sufficient off-street parking
- Lighting for evening use
- Other facilities as needed which can take advantage of the unique characteristics of the site, such as nature trails, dog parks, interactive water spray features, swimming pools, amphitheaters, community gardens, skate parks, etc.

El Paso Bike Plan (2016)

Supports efforts to develop inclusive infrastructure that accommodates multimodal transportation. Recommends key changes to planning processes and land use policies to integrate bicycle infrastructure into existing roadways, off-street paths, and new development.

COE Complete Streets Policy (2012)

The City of El Paso wishes to become the least car-dependent city in the Southwest through meaningful travel options and landuse patterns that support walkability, livability, and sustainability. Over time, El Paso will join the ranks of the most walkable and transit-rich metropolitan areas in the country.

Plan El Paso (2012)

Plan El Paso, the City of El Paso's Comprehensive Plan, provides the basis for El Paso's regulations and policies that guide its physical and economic development.

Establishes priorities for public action and direction for complementary private decisions.

This plan can serve as a tool to evaluate new development proposals and direct capital improvements and to guide public policy in a manner that ensures that El Paso continues to be the community that its citizens desire it to be.

As of November 2022, the City is currently planning on releasing an updated Downtown + Uptown Plan to be adopted in 2023.



REGIONAL CONTEXT

LAND USE

The park serves as regional-scale open space for Valley Creek North residents. Regional land use is illustrated in the zoning map to the right. The land around MFK Park is predominately residential with some farming and ranch land to the north of the park. Some industrial and commercial development is scattered to the East of the park.

ADJACENT PARKS AND OPEN SPACES

Some of the current surrounding parks, open spaces, and fields around the vicinity of MFK Park include:

Rio Grande: The Rio Grande is a principal river in the southwest region of the U.S. and northern Mexico. This river is an important water source for the region during certain times of the year, and features a River Trail that extends for over 10 miles.

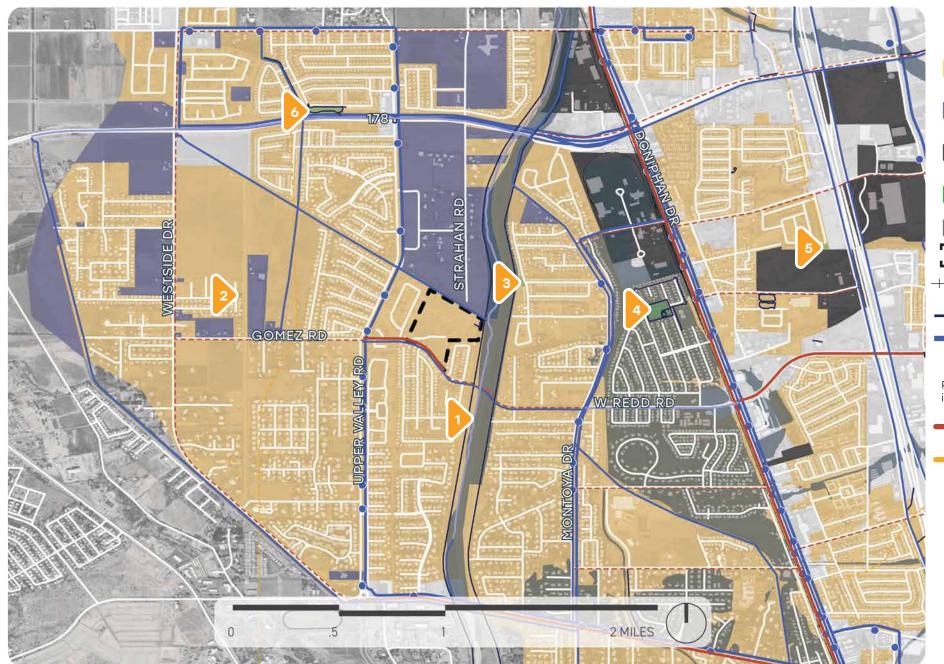
Sereno Park: Features play equipment, tables, and benches for seating.

Little River Park: Features play equipment, tables, and benches for seating.

• **Westgreen Park**: Features play equipment, a basketball court, and picnic tables.

High Desert Park: Features play equipment and benches for seating.

Esmerelda Park: Features play equipment, tables, and benches for seating, as well as a pavilion.



Sources: U.S. Census Bureau American Community Survey 2014-2018, EarthDefine U.S. Tree Map 2020



FARMING & RANCH (Planned and existing)

INDUSTRIAL (Planned and existing)

PARKS AND OPEN SPACE (Planned and existing)

FLOODZONES

STUDY AREA

_____ PEDESTRIAN PATHS

BUS ROUTES

BUS STOPS

Proposed bicycle infrastructure

ACCESS

BUS: Route 16 Upper Valley Circulator. Several stops within walking distance to the park.

ROADS: The closest major road to the park is Upper Valley Road, which runs north-south just to the west of the park. Upper Valley Road connects north to highway 178 and south to Country Club Road.

BICYCLE: A shared-use path runs adjacent to the park, north-south along the Rio Grande river. This path connects north of the park to a shared-use path along a stretch of Highway 178. There is also a stretch of on-street unprotected bike lane on Gomez Road adjacent to the park. Planned bike facilities include a network of shared-use paths, including along the Combined La Union Lateral and connecting across the river on Gomez Road to the east of the park; a protected on-street facility on Upper Valley Road; and additional unprotected on-street facilities including on Gomez Road connecting east across the river.

PEDESTRIAN: Pedestrian paths run north-south on either side of the Rio Grande, directly to the east of MFK Park.

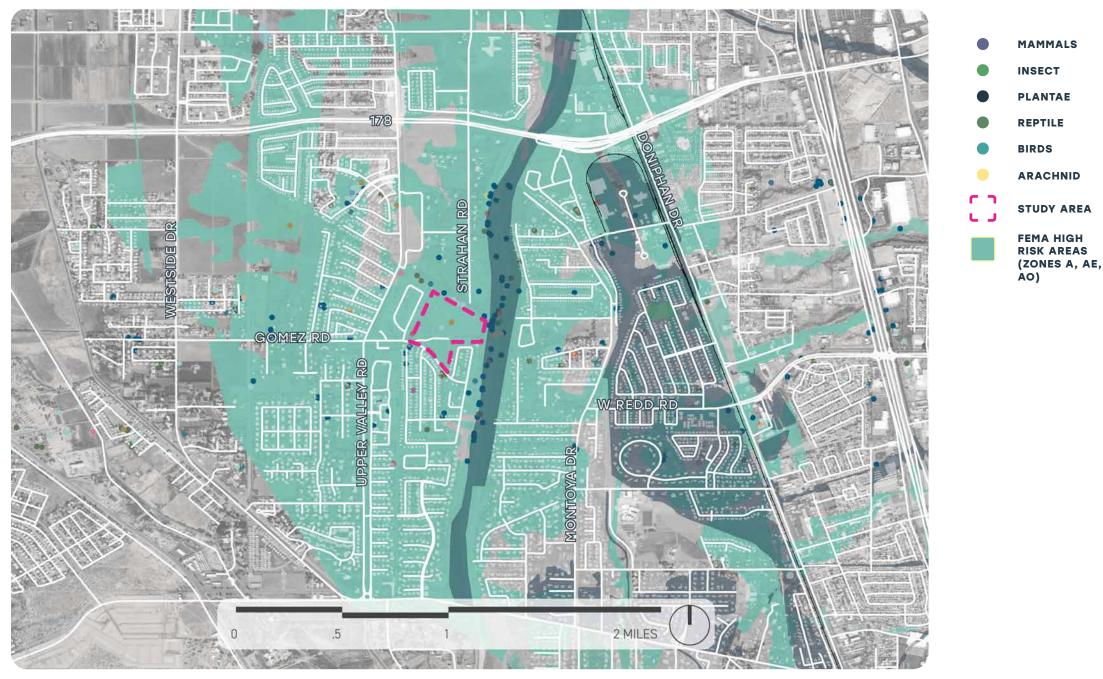
IMPACTS TO MASTER PLAN PROCESS

The proximity of public transit and regional trails promotes access to this park to a wide range of visitors both locally and regionally. The master plan takes into consideration this scale of access to the park and considers amenities that can serve locally and regionally.

ECOLOGY & ENVIRONMENT

ECOLOGICAL DIVERSITY

The Texas landscape is a shifting mosaic of habitats and plant assemblages affected by geology, topography, climate, disturbance, and time. There are ten main ecoregions in Texas that have evolved with these key components; El Paso lies within the western most ecoregion, the Chihuahuan Desert. This region is characterized



Sources: City of El Paso, Open Street Maps, iNaturalist Data, exported May, 2022, FEMA exported November 2022.

by an alternating pattern of valleys/basins and mountain ranges which are comprised of limestone and volcanic rock (basalt, rhyolite, and tuff). The average annual precipitation is approximately 10 inches with July and August typically being the wettest month. Most areas internally drain, except near major drainage areas like the Rio Grande. The average annual temperatures range from a low of 33°F and a high of 96°F.

The plant assemblages in this ecoregion are dominated by semi-desert grassland and arid shrubland. The latter vegetation type has increased over time as grazing pressures reduced and fragmented grasslands. Grassland cover depends highly on annual precipitation and can make up 10% or less of the ground cover. Because of this, careful management techniques must be employed to account for the fragile nature of these systems. At higher elevations along with mountain ranges, Oak, Juniper, and Pinyon Pine forests are present. In addition, vegetation in lower mountain areas includes mostly desert shrubs, such as Sotol, Lechuguilla, Yuca, Ocotillo, Lotebush, Tarbush, and Prickly pear, with a sparse intervening cover of Black grama and other grasses.

The Chihuahuan Desert is extremely rich in wildlife diversity, including several rare and endangered species. At Mary Frances Kiesling Park, iNaturalist records show 91 distinct species of interest. The region is also home to large numbers of birds that live here year-round. These birds are joined in warmer months by breeding populations of Western meadowlarks, Lesser nighthawks, and Cassin's sparrow.

SOILS

Mary Frances Keisling sits within the Southern Rio Grande Rift, receiving a slightly lower annual precipitation of 8 inches (compared to the Chihuahuan Desert ecoregion), based on an average 30 year period from 1981 - 2010. This park is within the Bowman Lateral-Rio Grande. Some of the agricultural information found for this area includes cotton, pecans, fallow/idle cropland, barren shrubland, oats, herbaceous wetlands, among other vegetation types described previously. Because the park is located in a river valley, the soils contain high amounts of clay. There are three types of soils: Anapra silty clay

loam (An), Saneli silty clay loam (Sa), and Harkey silty clay loam (Hk) distributed throughout the park (see site context map).

IMPACTS TO MASTER PLAN PROCESS

Ecologically, this park serves a rich diversity of plant and animal wildlife. Habitat preservation and enhancement by generous planning for



Painted Lady

Mexican Cypress





expanded and improved native plantings are

soil profile of the park area requires efficient

drainage swales to be incorporated into the

considered in this master plan. Additionally, the

plan to ensure standing water doesn't occur in



Inca Dove

undesirable areas of the park.





Iris Mantises



Spanish dagger



Dainty Sulphur



Honey Mesquite





White Prickly Poppy







14



Say's Phoebe

Mexican Duck



Flame Skimmer



Desert Marigold

SITE CONTEXT

As it exists today, MFK can be divided into four overall zones.

Zone 1 is situated at the northern portion of the park and borders the lateral with zoned farming and ranch land to the north. Very few existing trees are present in this zone and drainage occurs along the edges. It currently contains an athletic field and parking that separates Zone 1 and 2.

Zone 2 lies on the western boundary of the park and borders the Upper Valley Road and the neighborhood. It contains a drainage/muddy area as well as an athletic field. Some existing trees are scattered in along the eastern edge of the zone.

Zone 3 falls on the southern portion of the site with connections to the adjacent neighborhood. It includes the playground and most of the existing trees are located here.

Zone 4 is located at the eastern edge of the park and connects to the trail system and the Rio Grande River. The zone contains the trailhead, some parking, and three existing trees. Like with Zone 1, a majority of drainage exists here.

INTERNAL CIRCULATION

The major pathway throughout the park is the existing road and parking lots throughout the site. No clear pedestrian path that can bring you throughout the site. There are entry points into the river trailhead, and some paved pathways from parking lot to varying future destinations. Nonetheless, a more cohesive pathway throughout the park should be established.

IMPACTS TO MASTER PLAN PROCESS

The current state of the park is a partiallydeveloped space with disconnected and limited pathway systems, and a roadway and parking lot arrangement that limits future park development to an unrealized arrangement. Additionally, grading issues create ponding problems in the park that need to be remedied. This master plan re-visions the possibilities of this park and addresses the community's desires for the park.





Poorly defined open sports fields



Formal access to river trail from NE parking lot area



Poorly draining open sports fields after rain events



Access potential to naturalized river edge from park

PARK FEATURES

The project team conducted several site visits over the course of the planning process to assess the park's features. The following documents the existing character, facilities, amenities, and vegetation.

Amenities Condition

There are minimal amenities within the park today.

Two flexible sports fields are used for pick-up football and soccer games. These fields are grassed and need grading improvements to mitigate pocketed pooling after rain events.

A playground installed around 2006 is located close to the road, features traditional play equipment, and does not have any nearby surface parking.

Two parking lots serve the sports fields and an area near the access point to the river trail closer to the levee. These parking lots are functional, but restrict future development opportunities with their current configuration.

Currently, no water or sanitary sewer utilities serve the park. Portable restrooms are offered near the sports fields.

Vegetation

Majority of the park is overgrown low-quality scrub with exposed soils. The sports fields are turf, and there are some feature Palo Verde trees that the community cherishes. Swales at the northern and eastern edges of the park are overgrown with shrubs.

Comfort Amenities

The park lacks significant lighting, and feels vast and underlit at night. There are few benches, very few opportunities for shade, and no water fountains. Comfort amenities such as covered picnic tables and benches remain limited and are primarily located around the play area. A covered picnic table is also located just west of the detention area.



CHARACTER





AMENITIES













DRAFT NOVEMBER 2022

DRAFT EXISTING CONDITIONS | MARY FRANCES KEISLING PARK







ICONIC VIEWS

The valley in which the park rests is a basin surrounded by incredible natural features.

The Rio Grande River is adjacent to the park, and the view of the river from the top of the levee separating the park from the river valley provides sweeping views that connects El Paso to greater Texas, New Mexico, and Mexico.

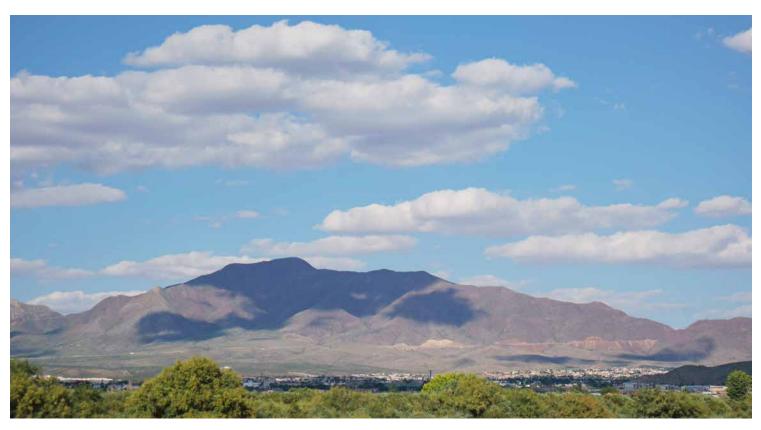
Looking west from the top of the levee, views over the park are available. Standing on top of the levee, one can imagine a great park that is full of amenities working to serve the community and area for generations to come.

Most impressively, visiting the park requires a moment to appreciate and take in the view of the Franklin Mountains. Many people that moved to this area did so to have these incredible views of the mountains, unobscured by tall development.

The beauty and impact of natural views in this park are embraced and celebrated in this master planning document.



View of the Franklin Mountains range from the center of the park.



View of the Franklin Mountains range from the center of the park.



VIEW OF THE RIO GRANDE RIVER VALLEY FROM THE TOP OF THE LEVEE NEAR THE PARK ACCESS POINT TO THE RIVER TRAIL



View of the Franklin Mountains range from the center of the park.



View looking west inward toward the park from the top of the levee at the access point from the river trail.

CHAPTER 2: COMMUNITY ENGAGEM



- Sales











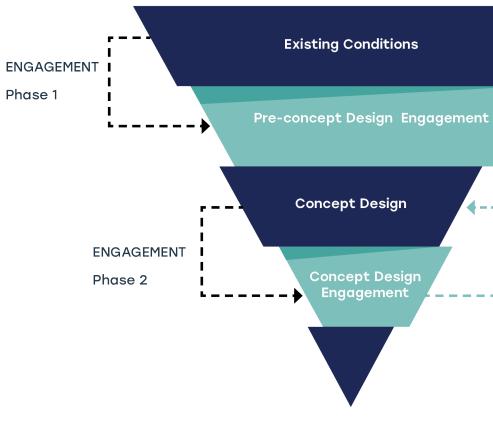




INTRODUCTION

ublic engagement was an instrumental component to the master planning process. The consultant team developed a public engagement plan for Mary Frances Keisling (MFK) Park, beginning with the establishment of goals and metrics at the outset of the project. The process involved engaging with a diverse group of park users, community members, and neighborhood residents to understand their current use of the park and any outstanding needs. Building from the existing conditions analysis and community context, this section summarizes the engagement process, from goals and methods, to feedback and analysis.

DESIGN PROCESS



Final Design



DRAFT SEPTEMBER 2022

OVERVIEW

From initial visioning through concept design, engagement efforts were rolled into an iterative planning process.

Phase 1

Feedback

Loop

The first phase involved listening to community needs to establish initial visioning and understand park use. Given the relatively recent development of the park's surrounding area, feedback provided valuable insight into previously unknown community and park possibilities.

Phase 2

With concepts created to address initially-identified needs, the second phase focused on collecting pointed feedback to guide design refinements according to community preferences.

1400+ **POINTS OF FEEDBACK**

---- 900+ VOTES ACROSS ENGAGEMENT PROMPTS ---150+ ONLINE SURVEY RESPONSES 30+ CONCEPT SURVEY L _ _ _ _ _

RESPONSES

In total, engagement efforts resulted in over 1,400 points of feedback collected through a series of engagement prompts, surveys, and comments.

A DESIRE FOR PLACE

Throughout the engagement process, residents and visitors expressed a desire for a more defined sense of place within Mary Frances Keisling Park. As it stands, the park has several undefined or underutilized areas standing as possible foundations for re-imagining the park's role in the greater community.

Park users are predominantly comprised of local residents, representing a wide spectrum of ages, interests, and time living in the area. An iterative engagement strategy unveiled common threads connecting these users:

- MFK users primarily identify the park as a river trail access point, stemming from a lacking sense of place throughout the park
- Despite limited amenities, a significant portion of users make an effort to engage in recreation activities, such as pickleball or field sports
- All users seek amenities that both address their basic needs and better foster community

Understanding these perspectives required collaboration with the community to develop relevant goals and ultimately drive the creation of a design better serving MFK users and the surrounding area.



Feedback Loop

DRAFT COMMUNITY ENGAGEMENT | MARY FRANCES

PHASE 1 ENGAGEMENT PRE-CONCEPT DESIGN

The first phase occurred prior to the creation of a concept design, employing a focused-tobroad series of engagement initiatives meant to establish and affirm a vision for MFK Park. This included a stakeholder committee, online engagement, and in-person park engagement. Over 700 points of feedback were collected during this phase, including comments, surveys, and responses to prompts.

PHASE 1 TAKEAWAYS

- Observations, conversations with park users, and surveys confirmed initial impressions that the park serves primarily as a gateway to the Rio Grande trail system
- The overwhelming majority of park users face difficulties imagining greater park possibilities given its current lack of basic amenities, including lighting and restrooms
- Users seek amenities capable of transforming the park into an intergenerational community destination to accommodate gathering and recreation

With the community around MFK Park lacking convenient access to community spaces (such as a library/rec. center/ etc.), and MFK users asking for community-centered amenities, Master Plan concepts have been created to reflect a park that can better serve its users.

700+ POINTS OF FEEDBACK

TIMELINE

This initial phase began in June 2022 and was active throughout the existing conditions analysis. Specific dates for each engagement effort follow in this timeline.

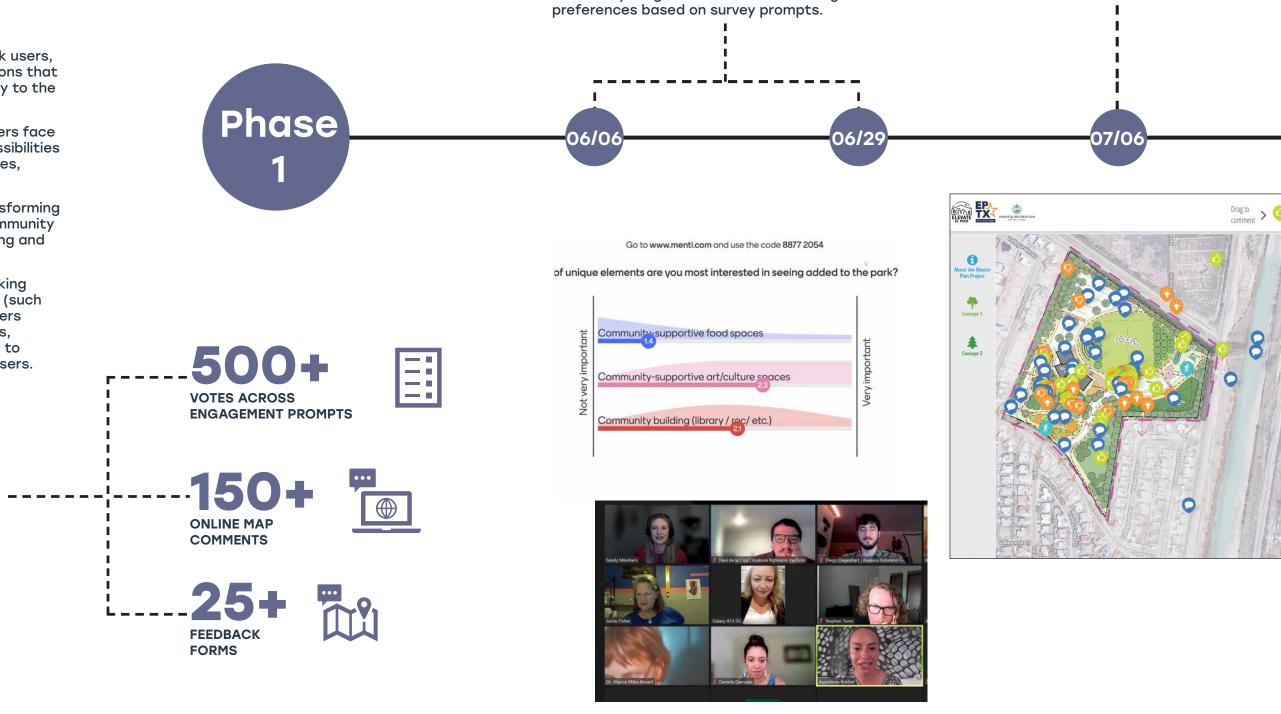
STAKEHOLDER MEETINGS

On June 6th, the first stakeholder meeting served as a kick-off to establish big-picture goals and initial understandings of community preferences, guiding further engagement.

On June 29th, the committee reconvened to establish plan goals and determine design

ONLINE ENGAGEMENT

Open July 6th to July 24th, online engagement included a survey and mapping exercise aiming to capture a wider range of input through the City of El Paso's online tools. Online engagement captured 1356 total visits & 190 survey responses and map comments.



IN-PERSON ENGAGEMENT

In-person public engagement at MFK Park on July 9th included intercept surveys and a pop-up public event advertised through city platforms. Conversations and surveys of park users helped capture additional feedback, and event attendees were able to vote on a menu of design possibilities derived from previous engagement efforts.

PROJECT GOALS

Catalyzed by stakeholder input and reinforced through further engagement, the following goals were formulated to address community needs stemming from a lacking sense of place and desire for improved community benefits: cultivating and inspiring community using history and education, activating and invigorating gathering and recreation through modern amenities, improving **flow** and community connection through park connectivity, and promoting overall community wellness with health and activity opportunities.



















PHASE 2 ENGAGEMENT CONCEPT DESIGN AND FINAL DRAFT MASTER PLAN

Phase 2 engagement followed the creation of concept designs, again employing an iterative process meant to involve the community in the selection and refinement of a preferred concept. For this phase, engagement began with the broader community and concluded with stakeholder review, narrowing perspectives and increasingly seeking pointed feedback.

PHASE 2 TAKEAWAYS

A variety of engagement activities and events allowed the team to better understand the proposed improvements and how they fulfill the project goals of cultivate, inspire, activate, invigorate, flow, connect, and wellness.

- Park users and neighbors alike express an overall open excitement for park possibilities
- Neighbors of MFK Park seek well-defined buffers between the park and the surrounding neighborhood, maintaining harmony between park enhancements and neighborhood tranquility
- Park designs must be sensitive to both park and neighborhood viewscapes, working to enhance rather than impede enjoyment of natural spaces
- Sports facilities and overall design must prioritize accessibility to best serve multi-generational recreation

500+ POINTS OF SPECIFIC FEEDBACK

TIMELINE

This phase began in August 2022 and was active throughout the concept design process. Specific dates for each engagement effort follow in this timeline.

IN-PERSON ENGAGEMENT

Phase 2 in-person engagement consisted of a pop-up event on **August 25th** offering attendees the first public look at the two concepts created to address identified community needs and preferences. Attendees provided concept feedback by voting on a preferred design and precedent imagery to guide design styling.

ONLINE ENGAGEMENT

Open from August 25th to August 31st, phase 2 online engagement employed a mapping exercise similar to phase 1, enabling users to place their comments directly on each concept design. This feedback opportunity captured further affirmation of comments heard during in-person engagement.





Welcome to the public engagement website for the Master Plan project for Mary Frances Keisling Park! Take a look below at opportunities to provide input on this projec



Tell us what you think!

Below, you can find various ways to be involved in the Master Plan project process. Check out and explore the various ways to be involved below:



Comment on the two park concept plans!

Click below between Augus 24th and 31st to view and provide your thoughts and comments on the two desig ideas for the Mary Frances Park Park Master Plan. You comments will directly influence the direction of the final master plan!

START 24 Aug END 31 Au 2022 2022

Click to view the concepts!



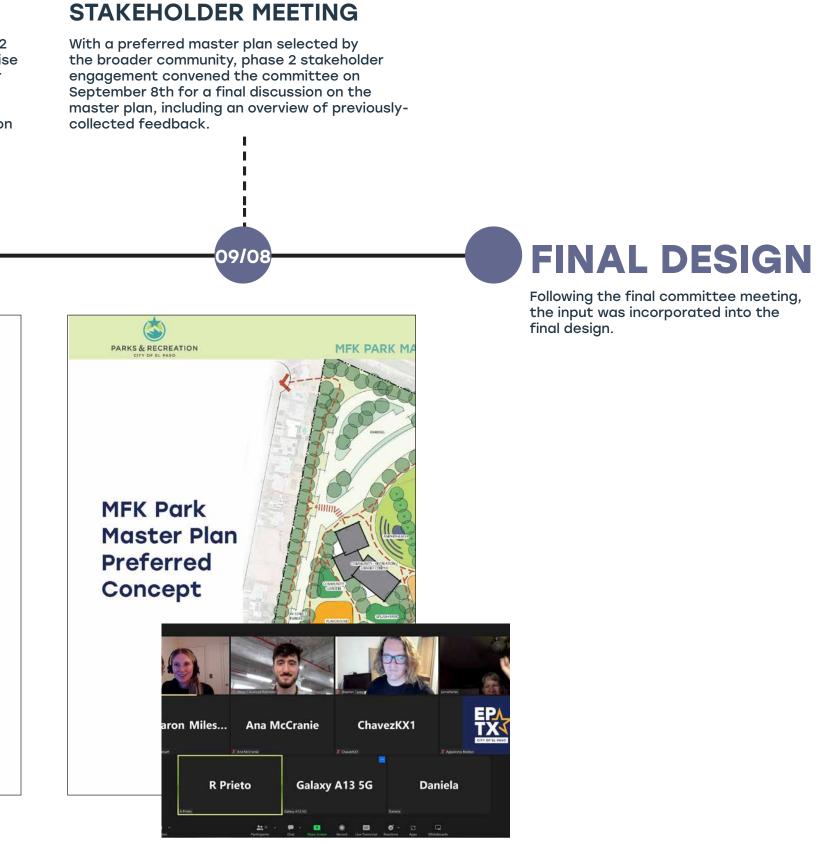


ONLINE CONCEPT COMMENTS

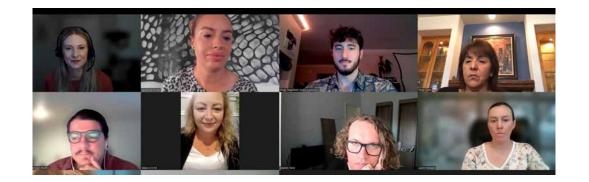




DRAFT SEPTEMBER 2022



²⁷128



STAKEHOLDER COMMITTEE

OVERVIEW

18 community members, representative of various identity groups and types of park users, comprised the Mary Frances Keisling Park stakeholder committee. Selected by the city after an open and advertised application process, the committee served as a small group environment where an initial project foundation could be established based on feedback. Furthermore, the committee participated in in-depth discussions, informing the creation of further engagement efforts and initial design decisions.

The goal of the committee meetings were to get detailed information, ideas, and feedback on topics surrounding the park for each phase of the project. In total, three committee meetings were held:

- June 6th: Big Picture Goals / Ideas about the park
- June 29th: Preliminary Recommendations
- September 8th: Final Plan

WHAT WE HEARD: "What Play Opportunities would you like 2 7 'What Community or Cultural to see?" Vature play Accessible play opportunities do you see happening in this park?" Adventure Play 0(8)0 0 Sensory play 4 Maker's / Farmer's market Performance Area Community workshop 6 Community Building Art / Sculpture ty building (library / recreation / etc.) Community agriculture 6 Nature learning Food vending Social gathering space

BIG PICTURE GOALS

The first committee meeting, where the group was introduced to the overall master plan initiative, aimed to define master planning and the project's timeline. Introductions to the project team and other committee members were followed by a stakeholder survey and feedback session. Such interactions were intended to produce initial insights into users' sentiments around both the park and their community, leading to the creation of project goals to address community need and park usage patterns.

COMMITTEE-DERIVED PLAN GOALS

- **Cultivate and Inspire:** Imbue and make visible the area's history.
- Activate and Invigorate: Form a park that encourages activity across all age and demographic groups.
- Flow and Connect: Transform the park into a neighborhood node, better connecting to the greater community.
- Wellness: Combining all goals, promote community wellness

Water / Splash Play

reformat images: - add frame

around images

 increase size of images so text is more readable

INITIAL RECOMMENDATIONS

The second committee meeting included a project update and input activity, fostering discussion around further plan ideas and the in-person public engagement event. Realtime surveys enabled committee members to anonymously vote on a series of questions regarding park priorities. Visible results transparently illuminated group preferences and created an initial understand of design priorities. These questions, with results illustrated below, included:

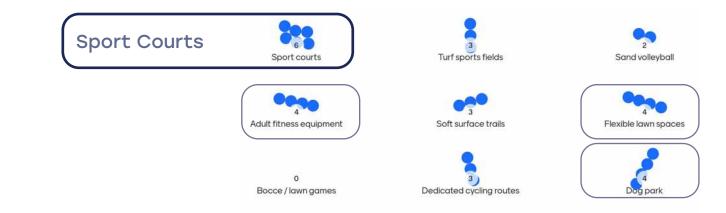
- Top community/cultural opportunities: Community Building, Social Gathering Spaces, Nature Learning
- **Top play opportunities:** Water/Splash Play, Adventure Play, Nature Play
- Top recreation opportunities: Sports Courts, Adult Fitness Equipment, Flexible Lawn Spaces, Dog Park

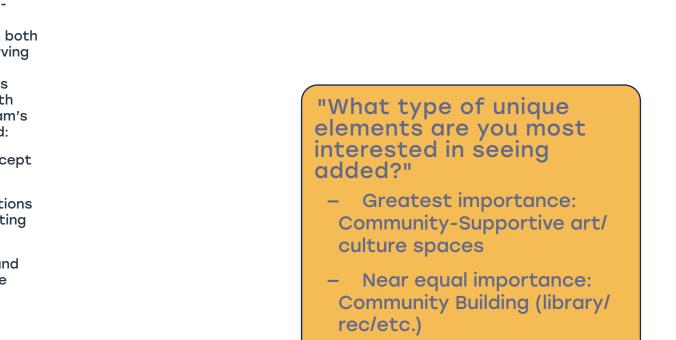
FINAL PLAN

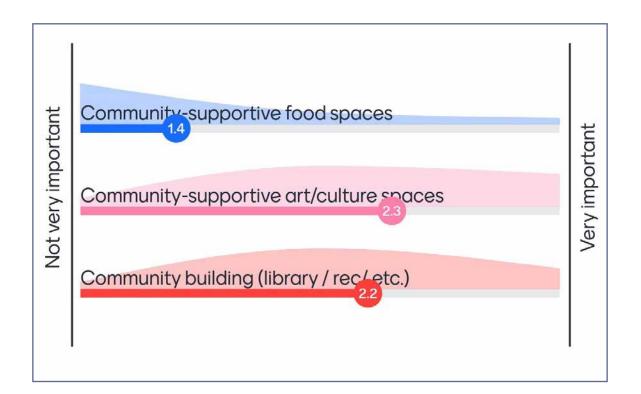
The third and final meeting sought detailed committee input regarding the communitypreferred concept plan. Open discussion explored the committee's perspectives on both the plan and previous public feedback, serving as an opportunity to evaluate potentiallymissing details. Overall, the committee was highly receptive to the plan and agreed with the presented feedback, affirming the team's concept plan decisions. Highlights included:

- Highly positive reception of overall concept plan
- Positive feedback regarding considerations for protecting viewscapes while activating MFK Park
- Additional calls for considerations around accessibility and multi-generational use











IN-PERSON ENGAGEMENT

PRE-DESIGN ENGAGEMENT

Phase 1 in-person engagement acted on feedback from stakeholders to collect public input on goals and visions for MFK Park. A park pop-up and advertised event offered park users a variety of options to provide their feedback, including surveys, engagement boards, a Build-a-Park activity for kids, and 1-1 conversations.

INTERCEPT SURVEYS

Part of the team's park pop-up, intercept surveys occurred along the MFK river trailhead, intending to capture the feedback of those actively using the park. A variety of comments further illuminated community perspectives:

- Some trail users were unaware of the park's existence
- Users commented on the lack of bathroom availability, especially for long distance users
- An overwhelming majority referred to MFK as a trail access point rather than a park

PRECEDENT ENGAGEMENT BOARDS

Board presented attendees with questions and prompts to vote on current park usage and future possibilities. Feedback from the input boards are illustrated to the right, highlighting the top responses.

BUILD-A-PARK ACTIVITY

Serving as a fun, interactive activity to encourage youth civic engagement, youth were able to "build" their own park using a representative park map and amenity cut-outs.

WHAT WE HEARD

- The park's lack of basic necessities permeates into most public feedback, limiting imagination
- Despite serving primarily as trail access, users wish for a park that also serves other needs
- Top park requests relate to a desire for place, including gathering spaces and improved recreation opportunities.

DESIGN ENGAGEMENT

Phase 2 in-person engagement served as the first public introduction to the community-guided concept plans. Aiming to determine a preferred plan and identify possible refinements, the event informed attendees of the planning process and requested their feedback through concept plan maps, feedback forms, and precedent image boards

PRECEDENT ENGAGEMENT BOARDS

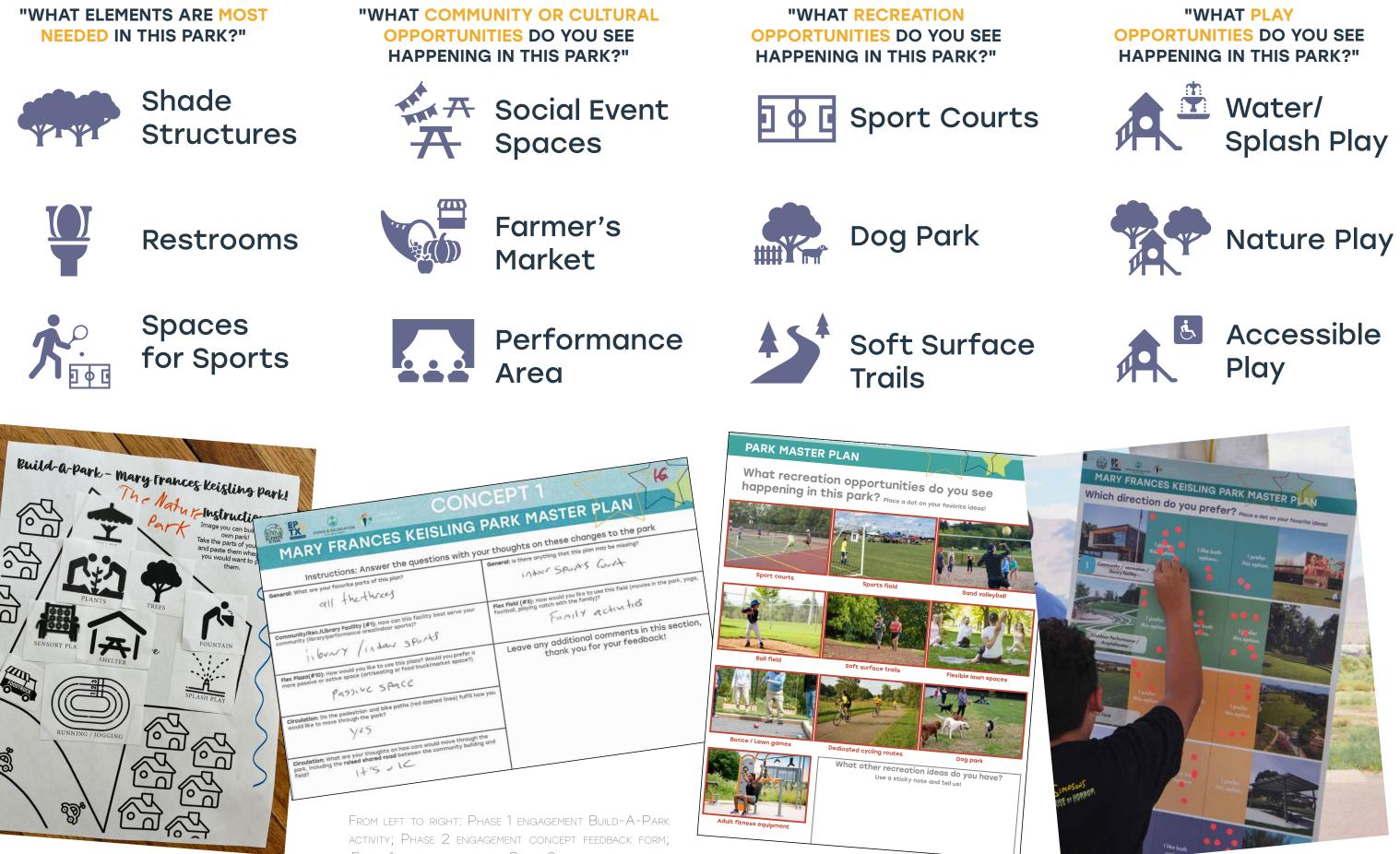
Similar to pre-design engagement, precedent boards enabled attendees to vote on their preferred amenity styles, selecting between more traditional/natural designs and modern designs. Voting trends revealed that users prefer designs incorporating more shade elements, as well as a balance between modern and openspace stylings.

FEEDBACK FORMS

Forms were handed to attendees to capture their feedback on concept plan details, such as their favorite additions and any concerns. Overall, feedback forms highlighted important details, such as the community's priority for accessibility across age groups. Responses also revealed concerns for potential disturbances around nearby homes, as well as viewscapes, addressed in refined concept design.

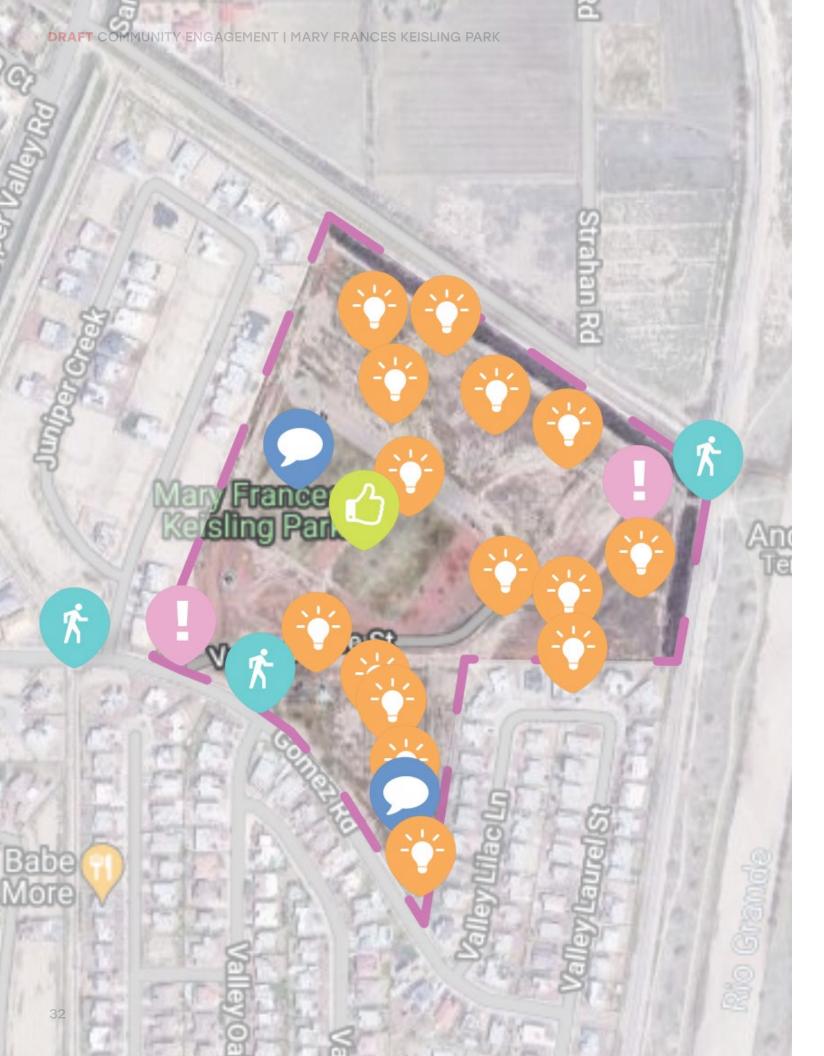
WHAT WE HEARD

- Concept 1 selected as the community preferred
- MFK users favor centralized park amenities, citing accessibility for various users
- Neighborhood of MFK wish to preserve their views and seek a buffer between the park and their homes
- Users favor flexibility for the park's central field, enabling a variety of programming
- Initial responses to the creation of a community building indicate a need for clearer illustrations of its footprint within the park, as well as the building's ability to address neighborhood and community needs



Phase 1 ENGAGEMENT BOARD: PHASE 2 ENGAGEMENT BOARD.

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ONLINE ENGAGEMENT

PRE-DESIGN ENGAGEMENT

Online engagement for this phase was conducted between July 6th and July 24th 2022, receiving 1,356 total site visits and 190 responses and map comments. Participants provided qualitative and quantitative input on how they access the park, how they use the park, what amenities they treasure, what could be improved, and what could be envisioned to help frame the future master plan. A mapping tool accompanying the survey allowed participants to map specific ideas and suggestions, likes, concerns, pedestrian and bicycle comments, and overall park comments. Both feedback tools were hosted on the online engagement site Social Pinpoint and linked through the City's elev8ep.com website for community access.

COMMENT MAP

A basemap of the park allowed users to leave comments on specific park sections. Response patterns reflected a variety of direct and indirect takeaways.

ONLINE SURVEY

An online survey presented questions seeking to understand usage patterns and user preferences. These responses served as the next iteration of public feedback following phase 1 in-person engagement, enabling a broader collection of feedback to increase confidence in design direction.

WHAT WE HEARD

- The park's lack of existing park amenities contributed to lower-than expected engagement with the map activity
- Over half of all comments offered ideas and suggestions, indicating an overall majority desire for further developing the park (Figure
- Almost half of all respondents resided in the community surrounding the park (see Figure
- The online survey further confirmed the team's understanding of the park's current primary function as a trail access point (Figure C)

DESIGN ENGAGEMENT

Phase 2 online engagement, from August 25th to August 31st 2022, presented the concept plans to a broader, online audience, seeking to affirm feedback from phase 2 in-person engagement. Site visitors were able to comment on both concepts, offering suggestions for the design. Both concepts are illustrated in the accompanying page.

WHAT WE HEARD

- Online feedback essentially mirrored inperson feedback, increasing project team confidence regarding design direction
- Online users further commented on the need for prioritizing accessibility, such as through locating accessible parking near sports courts for differently-abled users
- Additional comments point to neighbor concerns for blocked views and potential disturbances, indicating greater need for considerate structure placements and heights
- Concept 1 again received the most activity, pointing to its greater popularity among community members

Figure A: Map Comment Types

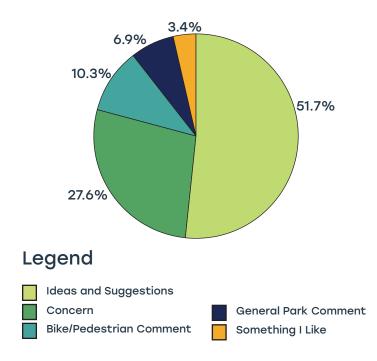


Figure B: How Far Do You Travel To Get To The Park?

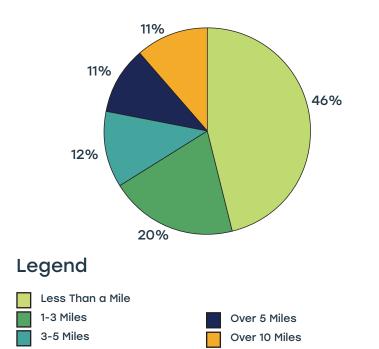
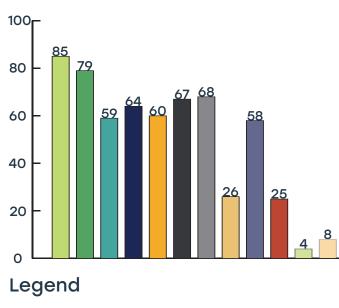


Figure C: What Activities Do You Do At Mary Frances Keisling Park?





DRAFT COMMUNITY ENGAGEMENT | MARY FRANCES KEISLING PARK



CHAPTER 3: MASTER PLAN VISION



good master plan is one that is driven by the community, is visionary in its approach to shaping a park for modern and future users, is sensitive to unique features that make a park unique and special, and is ultimately feasible and achievable. This master plan vision for Mary Frances Keisling Park re-imagines this important park as a cultural and recreational hub, a trailhead and destination stop along the Rio Grande River Trail, and a green space that serves the immediate neighborhood and greater community. The vision for Mary Frances Keisling Park as outlined in this chapter is a culmination of many months of community engagement, research, and analysis. This is a guiding vision, intended to reflect at a high level the visionary improvements recommended to the park over the life of this master plan document as funding becomes available.

GUIDING PRINCIPLES

In tandem with the community committees and City staff, four guiding principles were developed that informed the master plan vision. These guiding principles helped ensure all components proposed in the master plan vision were intentionally included, based in the project process, and fit into the overall goals of the project. Wellness [health and activity focused]

Centering design and curating programming on wellness that is based in physical and mental well-being by creating intentional park programming that provides places for emotional and mental wellbeing, social wellbeing, and active wellbeing.

Activate & Invigorate [cutting edge/modern amenities]

Setting the standard for future communitybased institutions that are cross-collaborative between culture, science, and recreation, as well as introducing modern technology into the park setting that bridges science, culture, and history for all age groups.

> Activate & Invigorate

> > Wellness

Cultivate & Inspire

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Flow & Connect [connectivity]

Bringing people to the site, encouraging connectivity to other regional attractions, and connecting people within the site by supporting overlapping infrastructure that can connect into, outward, and within.

Cultivate & Inspire [history & culture education]

Respectfully honoring the rich history of agriculture and farming in this area by bringing in creative and unique site-relevant programming, storytelling, and wayfinding. Respond to the ecological features of the site and area in a manner that ultimately generates interest in history of the site and that is immersive for all age groups and users.

Flow & Connect

Aligning with the 2014 Park and Recreation Master Plan

The 2014 City of El Paso Parks and Recreation Master Plan identifies components that are critical to a Community Park. Mary Frances Keisling Park is classified as a community park and there are certain expectations that visitors can expect from such a park that serves a greater area of the community than a smaller neighborhood-scale park, including:

- Shaded play equipment for multiple age groups,
- Areas for active play,
- O Shaded picnic areas and pavilion(s),
- O Restrooms,
- Jogging, bicycle, or nature trails, sometimes lighted for evening use,
- Lighted athletic fields,
- Recreation center,
- Sufficient off-street parking,
- Lighting for evening use,
- Other facilities to take advantage of the unique characteristics of the site, including nature trails, dog parks, water play features, swimming pools, amphitheaters, community gardens, skate parks, etc.

O current amenity O lacking amenity

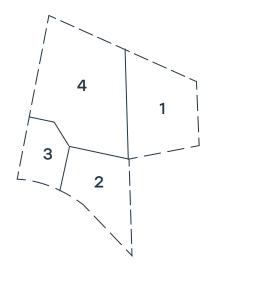
Mary Frances Keisling Park features some of these amenities currently (filled circles), but there is opportunity to significantly improve and include more of these Community Park facilities (white circles) within the park. The following vision plan take these recommended facilities into consideration as they are supported by the robust community input process as outlined in the previous chapter.

MASTER PLAN

Overview

The master plan vision for Mary Frances Keisling Park orients the park around a central communal grass field. A community center, bicycling amenities, dog parks, sport courts, gardens, children's play features, and community gathering spaces surround this central green space. These, in turn, are all interconnected by pedestrian, bicycle, and vehicular networks within the park as well as to greater pathway networks linking the park to the regional trail system.

In this chapter, each portion of the park will be detailed in plan and narrative format, using precedent imagery to evoke a sense of character. The park is broken into four zones (or areas), illustrated below:



0 50 100 200'



MASTER PLAN

Circulation

Improving circulation for cars, pedestrians, and bicyclists was a top priority for the community. Vehicles enter the park on a twoway roadway that aligns with Valley Oak Drive to the south to create a more predictable and safe intersection. Roadway enhancements include flashing pedestrian crossing signaling and obvious colorful striping at pedestrian and shared use trail crossings. It is imperative to encourage vehicles to slow down on Gomez Road near the park and along the park, but also to ensure slow vehicular traffic through the park for visitor safety. Three parking lots serve the children's play area and community shelter spaces, the sport courts, the river trail trailhead, and a larger lot serves the community building, field, and dog parks.

This master plan creates dedicated pathways for pedestrians for efficient access, internal looping, and varied experiences for users looking for diversity of park experiences. The neighborhood connections are to be improved and maintained. Improvements to the lateral trail running along the northern border of the park has already been identified, and is included in the process of improving this park.

Bicycles move through and around the site via dedicated on-street bike lanes and shared-use trails for efficient access to the River Trail.

Legend

Roadways & Parking Lots

Pedestrian

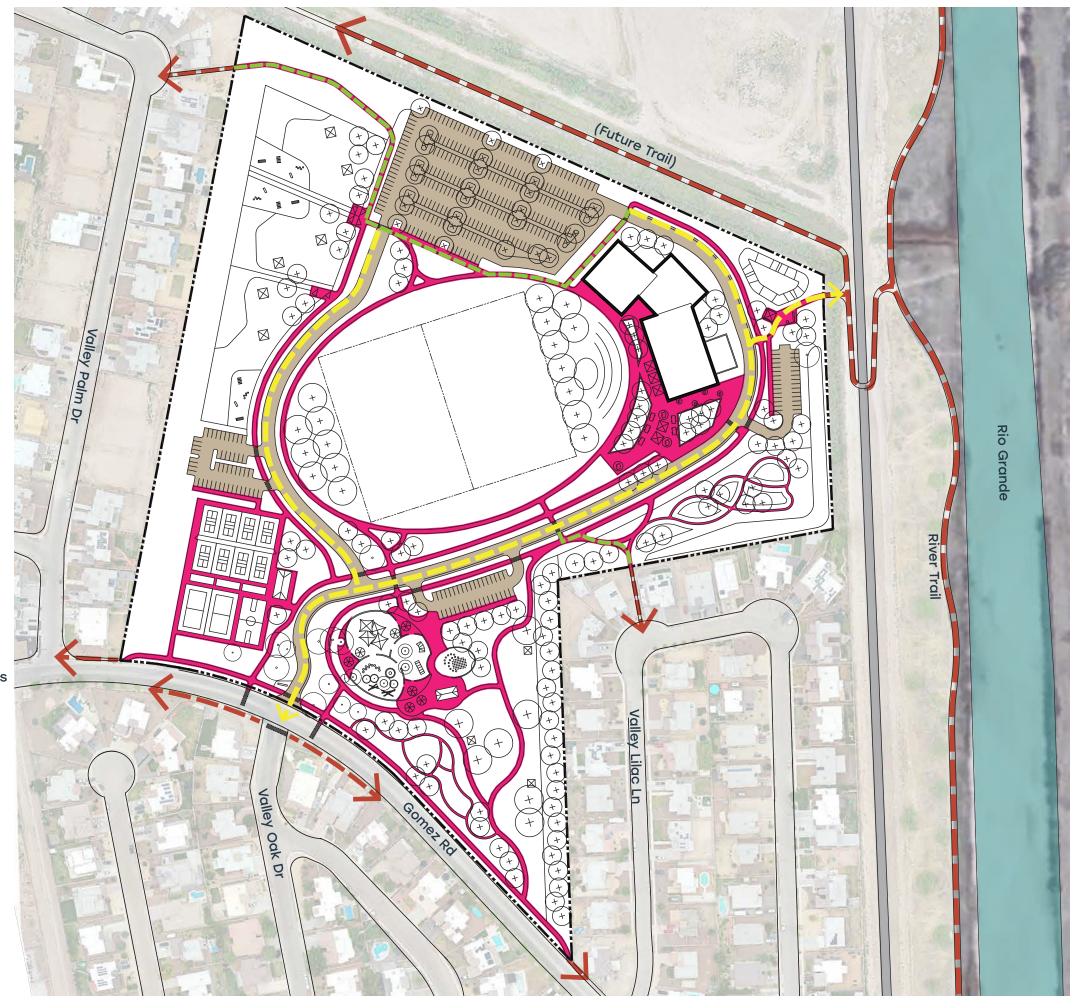
Dedicated Bike

Shared Use Trails

~->

Area Connections





DRAFT MASTER PLAN VISION | MARY FRANCES KEISLING PARK

2

ZONE 1

East Area

Highlighting the dramatic viewshed of the Franklin Mountains, the east area of Mary Frances Keisling Park hosts the new community library and recreation center. Surrounding the facility is a flexible arts and market plaza, learning gardens and orchards, and an earthen amphitheater. Across the roadway, the River Trail trailhead becomes a bicycle-centered amenity, with a pump track, trailhead with shade and restroom structure, and parking for trail use. A dedicated bike lane on the park roadway allows cyclists to access the River Trail efficiently. Additionally, a formalized ramp designed for accessibility requirements is recommended to ease access to the River Trail over the existing flood levee. The future trail to the north of the parkland will connect to this confluence of trail systems. South of the building and roadway, a desert botanicalstyle garden acts as a buffer and stormwater management system.

Legend





DESIGN NARRATIVE

COMMUNITY LIBRARY AND RECREATION CENTER

Existing conditions analysis indicated that this area of El Paso sees a gap in services when it comes to city provided facilities such as libraries, recreation, and community centers. Considering the proximity of the park to greater regional connections and the scale of the park, this is an ideal location for a combination facility that provides these services for El Pasoans. The footprint of this facility is approximately 40,000 SF and can host interior amenities such as an observation and education deck to the Franklin Mountains and Rio Grande River. It can be rented out and feature attractive string lighting for evening use, a library, community spaces for learning or gathering, and an interior recreation gym and fitness-oriented spaces. The community has identified a more modern and minimal design aesthetic as a desired direction for the look of this building, and there is opportunity for this building to also reference agricultural architecture references with steel roofing or barn-type aesthetics incorporated into the design.

FLEX PLAZA

Outside of the building, to the west and south, there is opportunity to create an open flexible plaza that can host art and sculpture, as well as food trucks and temporary tents for festivals and markets. An area for a flag pole can be located here as well. Planted areas within the plaza will help provide shade and a cooling effect amongst the hardscape. Trees within the plant beds can recall the historic pecan or pomegranate farming that used to occur in this area.

AMPHITHEATER

The eastern portion of the site is also ideal for the location of the building so topography can be manipulated to elevate the building for panoramic views of the surrounding landscape, and to create topography for an outdoor performance amphitheater.

LEARNING GARDENS AND ORCHARDS

Hearkening to the historic use of this area as an agricultural region, pockets outside of the building can be used for community gardens, kitchen gardens, and orchards. Classes based in the community center can utilize these spaces for outdoor learning for all members of the community, encouraging multi-generational programming.

TRAILHEAD AND BIKE AREA

Building off of the community's use of this park as an access point to the River Trail, improving the trail access on the eastern portion of the park at the existing trailhead is highly desired by the community. This area can address pedestrian trail users, horses and also accommodate bicyclists with a formal trailhead, bike fix-it station, restroom and shade structure, and pump track for an all-ages bike facility within the park. A formal hard surface accessible ramp over the flood levee is recommended for improved trail access for current and future regional trails oriented along waterways throughout the City.

DESERT GARDEN

Buffering between the neighborhood and the park was an important request from the community, and this area of the park does see ponding and pooling after storm events due to high water table and high clay soils. A desert garden is recommended to establish a landscape buffer to reduce noise from recreational activities. The garden is also intended to hold water, feature soft surface trails for leisurely botanical garden-type walking experience. This area is to be planted with valley-native and/or naturalized plants that require low maintenance and resources, and can be labeled with educational and informational signage as a nature learning opportunity.

Precedent Imagery



















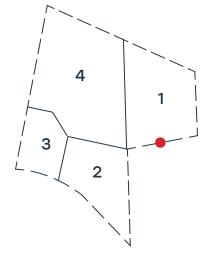




PERSPECTIVE

Desert Garden

This conceptual perspective illustrates a future neighborhood access point to the park. Elements such as signage, wayfinding, and bike amenities create a simple yet welcoming gateway. A desert garden is proposed along the edges of the park to create a landscape buffer between the park and adjacent neighbors.





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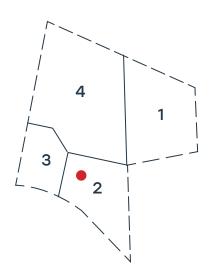
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PERSPECTIVE

Playground

The proposed plan envisions a series of play pods each with distinct programming ranging from nature-based play experiences to more traditional experiences with manufactured play equipment such as a large slide and climbing apparatus.

The equipment in each play pod will be inclusive and designed for all ages and abilities. Additionally, ample shade will be incorporated into the pods through natural shade trees.



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ZONE 2

Southeast Area

This portion of the park features the main park entrance off of Gomez Road. The entrance is aligned with Valley Oak Drive for predictability and safety, and features enhanced pedestrian crosswalks. Park monument signage is located here. The existing Palo Verde grove is preserved, and provides a special entry experience. A desert botanical-style garden buffers the park edge from Gomez Road. An enhanced playground intermingles with the Palo Verde grove, and is adjacent to a splash pad and restroom facility. Open lawn areas with rentable shelters provide opportunities for gathering in this area of the park. All of these amenities are served by a parking lot off of the main park road, and various pathways connected to the rest of the park and the greater community.



Roadways & Parking Lots					
Dedicated Bike					
Hard Surface Trails					
Soft Surface Trails					
Xeriscaping					
Lawn					
Desert Garden					
Landscape Garden					
Landscape Buffer Edge					
Area Connections	$\leftrightarrow \rightarrow$				
Property Line					
Entry Gateway Monument	٠				
Wayfinding Signage	•				
		0 25	50	100'	

DESIGN NARRATIVE

PARK MONUMENT SIGNAGE

New monument signage should be installed at the main entrance to Mary Frances Keisling Park to demarcate the park and create a sense of arrival and place. This monument signage should be developed in tandem with a new signage and wayfinding standards package for the entire park, as discussed further in Chapter 4. Distinctive landscaping should surround the monument signage to further enhance the sense of entry and arrival.

ENHANCED PARK ENTRY

Aside from monument signage, the park entry from a vehicular standpoint should align with Valley Oak Drive for safety and predictability of car movement. It is imperative that safe pedestrian crossings be added to this area, including extensive crosswalk striping, raised table pedestrian crossings, and flashing pedestrian crossing signage. Safe crossings are a top priority of the community.

PRESERVED AND NEW TREES

A small grove of Palo Verde trees in this area surrounding the existing playground are a distinctive and cherished feature of the current park. Any new roadways, pathways, and park features should preserve these trees and incorporate them into park features for enjoyment and natural shade. New trees should be added to the park to provide as much natural shade as possible, keeping in mind viewsheds to the mountains. More details on landscape elements in Chapter 5.

PLAYGROUND & ADULT FITNESS

The current playground is over 15 years old (at the time of this report) and is limited in play offerings for the community. During engagement, community members of all ages, but especially children, expressed great excitement over expanding and introducing new play features to the playground. This master plan considers two play "pods" that feature a nature play area with natural and nature-based play experiences, and

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a traditional play pod with manufactured play equipment that features large slides, climbing opportunities, challenging play features for children of all ages, incorporated accessible play features for children of all capabilities, and plenty of shade canopies. A third "pod" in the play area is an outdoor fitness, or adult fitness, area where trail users, neighborhood community members, or those letting their children play can enjoy multigenerational play and exercise opportunities.

SPLASH PAD & RESTROOM

A splash pad was one of the most highly requested amenities to feature in this park, and fits nicely near other children's play features. This splash pad should be large, under a shade canopy, and feature multiple types of jets, water dumps, and spray features to entertain and cool children of all ages. A restroom facility large enough to support this entire area of the park is also located near the playground and splash pad. The restroom building should follow a cohesive architectural style that matches the new building and has unique character to the park that is responsive to the history and region.

SHELTERS & OPEN LAWNS

A series of open-air covered shelters with adjacent open lawn space provide shade, seating, and rentable spaces for community members. These shelters should follow a cohesive architectural style that matches the new building and has unique character to the park that is responsive to the history and region. Picnic amenities such as wash stations can be included for community use. Large shade trees such as Oaks pepper this space for natural shade opportunities.

DESERT GARDEN

A similar desert garden experience as in Zone 1 buffers the park from the street and provides a leisurely and natural entry experience along Gomez Road. Soft surface trails lead users through a leisurely botanical garden-type walking experience, where plants are labeled and designed in an aesthetically-pleasing manner.

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Precedent Imagery























DRAFT MASTER PLAN VISION | MARY FRANCES KEISLING PARK

ZONE 3

Southwest Area

This portion of the park is an active, sport court focused area. This location is ideal for sport courts within Mary Frances Keisling Park, as it is located close to easy-to-access points for the local neighborhood, allows the courts to be oriented as closely to north-south as possible, and can have a dedicated parking lot for the courts. The courts are arranged in a campus-like style. These courts are for: pickleball (8), tennis (2), and basketball (1). Garden beds buffer the courts from each other for comfort and cooling, and a large combination shelter and restroom facility provides shade, rentable space, and comfort for court users. Additionally, a 100-ft wide landscape buffer between the park and the neighborhood lines the western edge of zone.



Legend



DESIGN NARRATIVE

DEDICATED SPORT COURTS

Providing sport courts was a highly supported amenity by the community for Mary Frances Keisling Park. A variety of dedicated courts is most desirable (as opposed to multi-use, multi-striped courts). A sport court complex or campus is shown in this master plan and should follow the following design principals: all courts should be oriented as close to north-south as possible, and all courts should be dedicated for each specific type of play.

Eight (8) pickleball courts are shown arranged in two rows of four courts with a center aisle between each row for ease of circulation and player switch-out. The pickleball courts should follow standards of court design, but ensure there is a 10' buffer between each court, and a wind screen on the fence for optimum play. There is a significant lack in dedicated pickleball courts in El Paso, especially to a volume where tournaments and larger events can be held. It is recommended that eight (8) courts be located in MFK Park.

Two (2) tennis courts are shown in the sport court complex to support the local tennis community. Similar to the pickleball courts, typical design standards should be followed with plenty of run-off buffer between the court and the fence. A wind screen on the fence is also recommended.

One (1) basketball court is shown in the complex, and should also follow standards in full-court layout sizing and design.

Appropriate lighting should be provided at all courts, keeping in mind the nearby residential areas.

The courts are broken up for aesthetics, sound dampening, and cooling efforts by lush plant beds.

SHELTER & RESTROOM

A large building to support sport court users is shown in the master plan. This building should house restroom facilities, drinking water access, and an open-air shelter component that can be utilized for sport events or for general day-to-day park usage for shade and seating respite. This building should follow a cohesive architectural style that matches the other park buildings, the new large community center, and has unique character to the park that is responsive to the history and region.

A parking lot north of this sports complex supports park users using these facilities and amenities.

Precedent Imagery

Dedicated Sport Courts











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ZONE 4

West Area

The west area of the park is a passive space for bringing your dog, connecting to the western neighborhood, or for enjoying the large communal open flexible lawn anchoring the center of the park. It is important on the western edge of the park to maintain low-profile amenities and plantings to maintain the panoramic views of the Franklin Mountain range.





DESIGN NARRATIVE

DOG PARK

One of the most requested components of Mary Frances Keisling Park by the community is the incorporation of a dog park. The City's standard for new dog parks is three (3) acres of park, split equally into one (1) acre for small dogs, one (1) acre for large dogs, and one (1) acre to be used as a rotational area to let grass regenerate once either the large or small parks become too damaged. These three spaces are aligned along the western edge of the park. Each dog park space is enclosed by a fence and a double-entry gate. Features within each space are open lawn for running, shrub-land plantings for exploration, rock outcroppings/boulders for natural climbing features, low-height ornamental trees for natural shade, and a wood mulch area with dog obstacle courses such as hoops, tunnels, ramps, and logs for dogs to practice agility. Manufactured shade structures with seating throughout each space provide comfort for human users of the space and reduce the need for taller trees which would block views for residents on this side of the park. Additional amenities that should be included in these spaces for cooling and comfort are dog splash areas, dog drinking fountains, and dog waste stations.

FLAT FIELD

Anchoring the center of the park is a large oval green lawn that can be used for an infinite amount of community activities and events. The space is sized to fit two (2) international-sized soccer fields that can also be used as football fields. The community desired that these fields be casually used and not formally striped, so this space can be used by the greater community for events such as movies in the park, festivals, flying kites, etc. Bookending the oval green space are groves of trees that provide shade and can be used for picnicking, viewing lawn activities, hammocking, or casual gathering. This field should be graded to appropriately shed stormwater into stormwater infrastructure as to not allow water pooling. Additionally, the subgrade of the lawn should be amended to allow for more water permeability to reduce the amount of water pooling or shedding from the

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lawn space. See Chapter 4 for recommended turf in this lawn area.

BUFFERED PARK EDGE Residential lots abut the park on the west and southeast sides of the park. Though these lots have tall stone walls for privacy, it is important to provide additional visual and auditory buffering for these residents. Using native and/ or naturalized, low-resource shrub-type valley plantings is important especially on the west side of the park to avoid blocking scenic views of the mountains from those homes while also minimizing noise from the park. This buffered edge serves to keep park users separate from private property, but also provides critical habitat for flora and fauna of the region. See Chapter 1 for critical species that this area hosts. Extensive planted area also helps to keep the area cool during the hotter parts of the year. This buffered edge should be a minimum of 50 FT in width.

LARGE PARKING LOT

In order to protect the grove of existing trees at the neighborhood entrance as well as maintain a natural park-like aesthetic with the neighborhood, a large parking lot is nestled along the northern edge of the park. The intent was to provide ample parking for programmed areas such as the community, library, and recreation building, the dog park, and any events that require larger volumes of parking for the flexible lawn. This parking lot should feature wide strips of planted areas that can handle stormwater, as well as shade trees for natural shading.

Precedent Imagery











DRAFT SIGNAGE + WAYFINDING | MARY FRANCES KEISLING PARK

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ary Frances Keisling Park currently lacks significant amounts of signage within the park due to the lack of amenities within the park. Signage that does exist varies based on date of installation and the message and intent of the sign.

This Master Plan addresses existing signage, the purposes of signage in Mary Frances Keisling Park, and envisions how future necessary signage can serve park visitors of today and the future. Due to the lack of signage within the park, it is recommended in this master plan that the City develops a standard package for the park to include:

- Pedestrian and Vehicular scale signage and wayfinding.
- Cultural signage,
- Accessible signage and storytelling,
- Technology-incorporated signage and storytelling, and
- Storytelling artwork

EXISTING SIGNAGE TYPES **Functional Park Signage**

Signage within Mary Frances Keisling Park is minimal and serves simply to communicate park rules and identification of the park. The City of El Paso currently has no standard for park signage regardless of intent and use of signage. However, there is signage indicating park rules, use of the bridal trail, and a park monument identification sign.

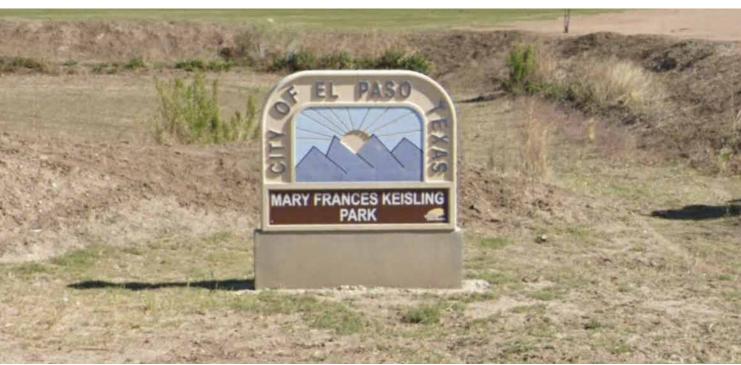
Scales of Park Signage

Signage within the park falls within two categories of scale: pedestrian and vehicular. Pedestrian signage is typically average adult-height and at a font size readable from standing within a few feet of the sign. Vehicular signage is featured in monument form or at a larger font to read from the road. There is great opportunity in this park to expand scales of signage to users on bikes, and to expand upon and improve vehicular and pedestrian scale signage at key locations for wayfinding.

The monument signage at Mary Frances Keisling Park is somewhat small in comparison to the grandeur of the park's overall size, and sits nearly 300 feet inside the access road and 45 feet off the road in a seemingly random location within the park. This sign does not have a celebratory character to it, and it is hard to read from the main entrance of the park. There is no monument signage from the River Trail access into the park. There is great opportunity to revision the entry monument signage and other types of monument signage within the park.

Accessibility and Inclusivity in Park Signage

Current signage does not consider park users with various accessibility needs, such as braille or aural forms of communication. Only the park rules sign at the entrance intersection is translated in Spanish and English. There is great opportunity in this park to achieve higher accessibility and language access in signage as the park is developed.

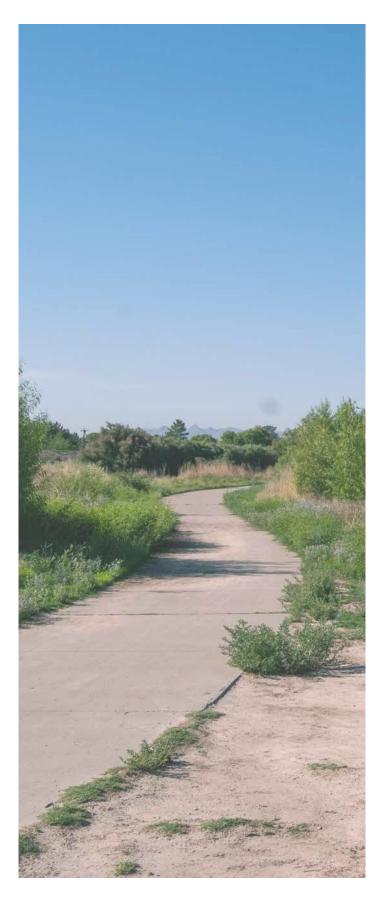


Mary Frances Keisling Park Monument sign

RECOMMENDATION:

Develop a signage, wayfinding, and artwork standards package for the park to include:

- » Pedestrian and Vehicular scale signage and wayfinding,
- » Cultural signage,
- » Accessible signage and storytelling,
- » Technology-incorporated signage and storytelling, and
- » Storytelling artwork.



PEDESTRIAN **AND VEHICULAR SCALE SIGNAGE &** WAYFINDING

Pedestrian scale signage is human-scale signage that is readable from a comfortable standing distance for those on foot or bicycle and can exist at any location within the park: along pathways, at specific elements such as a splash pad, near trailheads or key pathway intersections, or remotely within the park as destinations in and of themselves.

Vehicular scale signage is signage that is readable from a distance, typically sized so one can read and orient themselves quickly and without much distraction while operating a vehicle. This type of signage typically exists at major park entries, roadway intersections, and along roadways.

In this Master Plan, Mary Frances Keisling Park requires signage at all scales of user movement and experience throughout the park.

Pedestrian and Bicyclescale Wayfinding Opportunities

Mary Frances Keisling Park is a large community park on the western side of El Paso that not only serves as a neighborhood park, but also as a regional park. Park users coming from the neighborhood and immediate surrounding areas should be able to easily find their destinations within the park by foot and bike, and know how to most efficiently get there. Similarly, users from a greater regional scale will visit the park by foot or bike using roads or the River Trail along the Rio Grande. All of these users will require pedestrian scale wayfinding signage to efficiently navigate the park and know where they are situated within the greater El Paso

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Example of pedestrian and bicycle scale wayfinding signage

parks system. Considering the scale of the park, the proposed amenities that the park will feature in this master plan, and the park's proximity within the greater city and trail network of the region, pedestrian and bicycle-scale wayfinding should be considered at two scales: park-wide wayfinding, and system-wide wayfinding.

Within the park, users should be able to readily locate where they are at various key points within the park; entrance points, key pathway intersections, at roadway crossings, and at key park features. Users should find it easy to move from one area of the park to another confidently by foot or bike.

Additionally, park visitors should be able to locate themselves within the greater park system considering the adjacency of the park to the River Trail along the Rio Grande and the future development of the Mountain to River Trail to the north of the park.

Larger kiosks should be located at key locations



Example of pedestrian and bicycle scale wayfinding signage

within the park communicating to park users these various scales of wayfinding, along with QR code based information opportunities or other types of park-related programming information, including park rules, hours, and events. Key locations of larger kiosks like this should be near the connection to the River Trail on each side of the levee, near the community center building, and near the main entrance to the park. Sprinkled throughout the park should be internal park-scale pathway signage for internal wayfinding and information sourcing.

Vehicular Scale Entry Monument and Wayfinding Opportunities

In Mary Frances Keisling Park, a grand entry monument will provide a sense of celebrated entry into the park, reinforce the sense of identity for the park, and define the edges of



Example of existing monument signage within the City that can be used to set a standard for entry monument signage within El Paso's park system

the park. Entry monuments exist around the area that should be referred to for example and precedent, potentially incorporating a new special park style that hearkens to the agricultural history of the site.

Vehicular Wayfinding and Pedestrian Safety Signage

Because Mary Frances Keisling Park will contain vehicular roadways intermingled with pedestrian and bicycle pathways, it will be imperative to indicate to motorists that they are within a park space and should slow down and be more aware of pedestrians. Easy ways of navigating the roadways should also be provided to reduce the amount of unnecessary traffic through the park, and so motorists can easily find parking within or around the park.

General wayfinding for park amenities should be visible along roadways, especially at key

intersections so motorists know where to go for certain destinations. Often, these are simple directional labels and distance markers.

At raised intersections and pedestrian crossing locations, flashing pedestrian crossing signage should be installed to safely allow pedestrians to cross roadways and alert motorists to the presence of pedestrians within the park.

Parking signage should be visible to motorists to indicate where surface parking is available for which amenities, as well as where to park along roadways for general park parking.

CULTURAL SIGNAGE

Mary Frances Keisling Park sits in the upper valley of El Paso, which is rich in history. From indigenous settlements to the recent agricultural and equestrian history of the area, there are many stories over time that can be told an interpreted in the park.

This history can be communicated in signage and artwork, but should be a predominant theme throughout the park as visitors explore various areas within the park. There is great opportunity to plan for cultural signage regarding ideas such as:

- The legacy of Mary Frances Keisling, the namesake of the Park:
- Natural systems, such as the greater valley, the Rio Grande, water resources, and flora and fauna of the area and region;
- Historic anthropogenic uses of the land where the park now is and sits amongst, including pre-colonial settlement uses by indigenous people and agricultural use of the land;
- And environmental and ecological techniques implemented within the new park including water systems, restoration techniques, and habitat creation.

ACCESSIBILITY SIGNAGE AND **STORYTELLING**

Accessibility in signage is imperative to ensure all visitors of the park can enjoy, learn, and partake in the information and storytelling that they may otherwise not be able to easily access if not considered in the planning process. Accessibility is a consideration that is not only legally required in some aspects of the built environment, but is becoming more and more expected as technology and detailing methods progress.

Accessibility can take many more obvious and subtle forms, including but not limited to: raised lettering, braille, or aural options for those with visual impairments, signage at various heights for users of all heights and ages, icon-based or graphics-based signage for those who don't rely on written word and to navigate language barriers, language translations, various sized fonts and graphics, and locating signage in different environments for those who prefer to stop and spend time perhaps within or away from crowded environments.

Accessible signage should be incorporated into general park signage, wayfinding, and storytelling and informational signage within the park.



Example of braille in wayfinding and storytelling on park signage



Example of aural accessibility in wayfinding and storytelling in park signage

TECHNOLOGY-INCORPORATED SIGNAGE AND **STORYTELLING**

Technology-incorporated storytelling takes advantage of the growing trend in using things like QR codes to allow the users access to augmented reality, online information, and/or app-based information sharing.

Augmented reality is an immersive experience where a user scans a QR code and can view virtually-enhanced elements on their device as one scans around the landscape with their device's camera. These virtual enhancements can show historic elements that are no longer there, such as a farmstead or horse pasture, or what the pre-settlement landscape of the park area could have looked like. a deeper experience could showcase park stewards who pop up on the screen and narrate a story relevant to what the park visitor is curious about, or any other creative hybrid virtual-reality experience imaginable.

A simpler approach can be used to link park visitors with city webpages, articles about elements within the park, or online-based activities park users can engage with while visiting the park, such as scavenger hunts throughout the park.

These technologies are made possible through the use of hand-held devices such as phones and tablets that can be utilized within the park and connect to El Paso's public WiFi or a visitor's private data. Hot spots for WiFi can be implemented throughout the park to reach coverage at any location that may be enhanced by this type of technology.

Three areas that this type of technology should be used within the park are:

- History and storytelling,
- Wayfinding, and
- Education.

History and storytelling within the park can be enhanced with the use of technology incorporated signage. The valley region that the park sits within is rich in history and stories that can be interpreted through QR code based experiences such as augmented reality, linking to in-depth articles, or historical imagery of what this land once looked like before today's development.

Similarly, **wayfinding** both at the park scale and at the regional scale can be enhanced with the use of technology. Users can more easily find their way through the park and see other areas of the park they may be interested in visiting, or see greater area and regional connections to the many trails throughout El Paso that they can explore from the park.

Educational experiences can be enhanced with these technologies, whether a user wants to dive deeper into a specific planting type they see in the park, the full extents of the Rio Grande, when markets are scheduled to pop up in the flexible plaza, or what mountains are in the range they can see from the park.

There is truly an infinite and ever-expanding realm of how technology can be infused into park design and user experience, and as signage and wayfinding standards are developed for Mary Frances Keisling Park, this technology should be incorporated as much as possible.



QR code based technology can help users engage with the park using self-guided activities



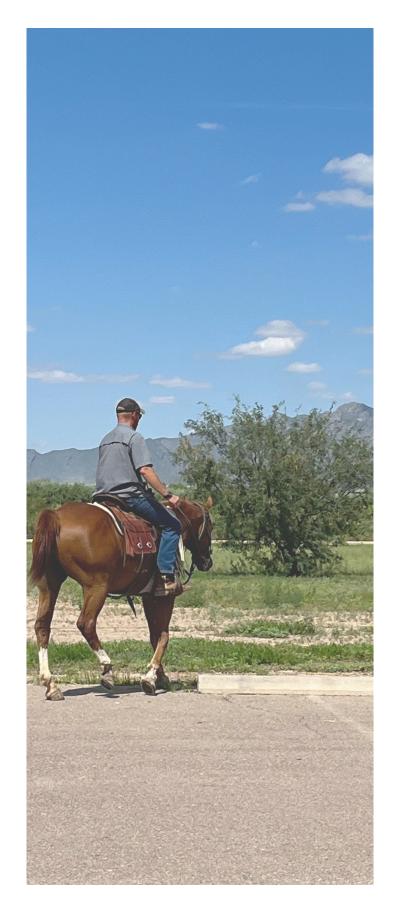
Augmented reality can infuse experts into our experience to help tell stories within the park



QR code based technology can help reveal history and stories as they were in the past or what they can look like in the future



QR code based technology can help users dive deeper into park-related topics that interest them



STORYTELLING ARTWORK AND SIGNAGE

Artistic storytelling and signage can take the form of sculpture, murals, installations, traditional signs, or interpretations of the subject matter. In Mary Frances Keisling Park, it is recommended to incorporate sculptural artwork and storytelling signage as a result of support from the community and stakeholders for these elements, and that new artistic elements be added throughout the park to enhance the character of these new spaces for community enjoyment.

This artwork can be abstract, or be used to tell a story of the agricultural and equestrian history of the site. It can also be used as an interpretive element or as an interactive element to better connect visitors to this space and place.



Abstract sculpture can playfully evoke emotions, excitement, and enhance placemaking



Interactive signage helps engage park users with a story or educational material about the park



Artistic approaches to simple signage helps create placemaking, draws attention, and helps with interpretation



Visual artistic connections to elements within the park help with engaging visitors to learn and explore



Artwork can help frame views and direct a visitor's attention to the Franklin Mountain range visible to the park



Artistic approaches to signage can also direct attention and views to amenities

STANDARDIZING SIGNAGE AT ALL SCALES

This Master Plan recommends the City determine a standardized package for park signage and wayfinding within Mary Frances Keisling Park that honors the open valley setting along the Rio Grande balanced with the new and modern aesthetic of park improvements proposed.

Signage standards should consider signage for:

- Label signage (plants, artwork, historic features, etc.),
- Pedestrian scale signage,
- Vehicular scale signage,
- Monument signage,
- Building signage,
- and Historical signage.

This standardization should also include:

- Scales of signage,
- Font usage,
- Color usage,
- Accessibility,
- Technology,
- and permanence within the desert environment.

CHAPTER 5: SITE LANDSCAPE ELEMENTS



andscape elements and furniture within Mary Frances Keisling Park are essential in providing a unique site identity that create a comfortable and memorable experience for users. In order to reflect the character of the park within the context of the neighborhood and greater region, this section will cover elements such as: comfort, furnishings and materials that are ideal for the context of the area, landscape enhancements that should be considered for future improvements, as well as recommendations for Water and Irrigation management at Mary Frances Keisling Park, sensitive to the region and City of El Paso.



COMFORT **ELEMENTS**

Lighting, safety devices, and site furnishings all contribute to the comfort and safety one feels while using a public space. Elements that provide comfort and safety to park users are to be included in the improvements at Mary Frances Keisling Park. As the plan for MFK Park advances into implementation, a lighting designer should be engaged into the process to ensure lighting design is carefully thought out and achieves the following goals:

Lighting & Safety

A category that received one of the greatest amounts of comments the project team received from the public during the engagement for this master plan was to ensure there was proper and ample lighting within the park for all types of park users. Lighting not only adds to the ambiance of a space, but plays a crucial role in ensuring safety.

Types of Lighting

Lighting types should comply with park design standards and include:

- Pedestrian Lighting is to be located along pathways, sidewalks, and pedestrian areas where people gather and occupy. Overhead lighting should be at a comfortable pedestrian height, 12'-14', and spaced appropriately so that park users are able to discern facial features of other park users within a comfortable distance of them. Bollard style lighting should be appropriately spaced as to achieve proper illumination levels at the surface so people are aware of any trip hazards in their path.
- Vehicular Lighting is to be located along roadways within the park and along the roadways adjacent to and surrounding the



Modern and unique lighting styles can add character to the park without detracting from the natural features of the

park. Additionally, lighting sufficient for illuminating parking areas and parking lots should be installed. Concentration of light levels should be ensured where pedestrians and vehicles converge, such as at pedestrian crosswalks.

- Sports Field/Court Lighting should be concentrated at the sport courts and at the open flex central lawn, as well as at the pump track and at the dog park. This lighting should be carefully directed as to not disturb adjacent neighbors, and also align with field/ court use hours.
- Decorative Lighting serves to add character and bring attention to special park features. Up-lighting feature trees, sculptures or statues, placards, flags, and signage help with those visiting the park in the evening hours. People should be able to read park rules and navigate after dusk. Decorative lighting can also overlap with pedestrian and vehicular lighting to add a layered approach of character and safety after the sun sets.

Furnishings

The new design for Mary Frances Keisling Park requires replacement and addition of many types of furnishings that add comfort and convenience to the park. All furnishings should comply with City park furnishing standards. Furnishings should also comply with ADA requirements. Furnishings typical of a park setting include the following:

- Benches should occur at regular intervals for predictability and convenience, but also occur where a desirable view or stopping point may present itself. Benches in the shade and under shade structures are preferable, and multiple benches should be added where more people would typically gather, such as near the sport courts or splash park.
- Shade Structures should be located in places such as the playground, dog park, trail head, and sport courts where large groups of people will want to spend time outdoors. The City's requirements for shade structures dictate hard-top, engineered structures that withstand storm events and desert sun well over time. A paved surface should be included under these structures.
- **Rentable Shelters** are to be provided and located at the open lawn locations near the playground area. These shelters should be open for general day-to-day use for shade and rest options, but can be privately rented through the City for special events and occasions. Each shelter should have tables and chairs, a hard-top design, and a space for grilling and preparing a meal. Each shelter should also have multiple GFCI outlets for community members who need this feature for their event.
- Tables should occur where people may be gathering or want to sit and enjoy a meal, such as in the outdoor rentable spaces, near the playground, or even the dog park. ADA accessible tables should be included at every shade structure.

- **Bike Racks** should occur at destination points within the park where users are encouraged to dismount their bikes and enjoy an amenity or a pathway on foot. Bike racks should also be located near the main entrances or access points to park facilities or gathering space amenities.
- Bike Fix-It Stations would be a critical component of the trail head in the northeast portion of the park where most bicyclists would be traveling through. Fix-it stations provide free air and equipment for general bicycle maintenance.
- Trash receptacles and recycling receptacles should be located near spaces where people gather or spend time, but also at major pathway intersections and trailheads.

Park furnishings should be selected to optimize design features that encourage as much accessibility as possible, such as ADA accessible picnic tables, benches with arms, and signage that is universal (such as trash and recycling symbols or multi-lingual labels).

Site furnishings should also take into consideration the friendliness of materials to park users, as well as the maintenance requirements of the materials for parks staff. For example, black powdercoated benches and tables are not friendly in a hot, sunny, desert climate. Alternatively, cooler materials such as wood have maintenance concerns, such as regular oiling needs. Thoughtful material selections, such as light colored powdercoated furnishings should be decided in tandem with parks maintenance staff.

Comfort Element Design

Because of the nature of this park re-visioning, an opportunity to introduce a design language that is modern, timeless, and fits with the natural features of the valley should be embraced. A comprehensive site furnishings package should be developed using families of

furniture that compliment the lighting elements and architectural styles of the park. Iconic designs can be subtle, gentle, and natural looking. Heavy, bulky designs that are harsh and demand attention should be avoided so that park visitors can focus on the incredible views of the river and mountains.



Modern and unique lighting styles can add character to the park without detracting from the natural features of the

RECOMMENDATION:

Incorporate a cohesive and curated package of comfort elements throughout the park, including:

- » Lighting and safety elements,
- » Site furnishings.

These elements should have character, be modern yet timeless, form a cohesive family of elements, yet be subtle in their design as to not detract from the natural beauty of the park and its surroundings.



LANDSCAPE **ENHANCEMENTS**

Overall, the site conditions lend themselves well for opportunities related to key planting areas, and native restoration informed by ecological zones. The site lacks a planting character, and native and naturalized planting styles will be key in ensuring long-term success in regard to water usage, maintenance, and climate-adaptation in the landscaping of Mary Frances Keisling Park.

Plant Communities

As part of our urban ecology effort, we wanted to identify ten (10) distinct plant communities throughout the re-visioning for MFK Park. These plant communities require varied treatment, depending on the uses and weather conditions of an area. These plant communities are as follows.









Plant community 01 examples

Plant Community 01 -**Rio Grande Basin Garden**

The Rio Grande Basin Garden highlights Chihuahuan desert species that occur in moist basin areas. The water table is shallower here, and wildlife is abundant, drawn to the intermittent flow of the Rio Grande. This garden space highlights some of the unique species found in the region, such as Desert Globemallow, Desert Willow, Western Soapberry, Texas Persimmon, Flameleaf Sumac, and Mexican Buckeye. Perennial species will provide ground cover, and natural rock and stone will be used around the plantings. Lowimpact trails will be installed through the garden to provide different opportunities to enjoy the space. The maintenance requirements for this area will be a little higher to support the garden feel of the space.

Plant Community 02 -Low Shrubland Basin Buffer

The Low Shrubland Basin Buffer provides a needed screen to residential property but does not interfere with the grand views found in the park. The plant community includes shrubs and perennial plants, including Flame Acanthus, Rubber Rabbitbrush, Texas Sage, Chihuahuan Sage, and Damianita. The shrubland will be managed more naturally with more passive maintenance needs such as trash removal, weed management, and periodic plant additions to increase diversity.



Plant community 02 example



Plant community 03 example

Plant Community 03 -Tree and Bunchgrass Basin Buffer

The Tree and Bunchgrass Basin Buffer provides a needed screen to residential property. The plant community includes trees and bunch grasses, including Thornless Honey Mesquite, Rio Grande Cottonwood, Screwbean Mesquite, and Muhly Grass. The buffer area will be managed more naturally with more passive maintenance needs such as trash removal, weed management, and periodic plant additions to increase diversity.

Plant Community 04 -Raised Herbal Garden & Orchard Trees [Community Kitchen Garden]

The Raised Herbal Garden and Orchard are proposed near the Community Center. Depending on the community maintenance abilities, this herbal garden and associated orchard are envisioned as a kitchen garden where community members can come and harvest when needed, such as when making soup. Hardy, fast-growing, and adapted herbs will be the primary focus, accented with nut and fruit-bearing trees. The maintenance is intended to be shared with neighborhood groups or local schools.







Plant community 04 examples



Plant community 05 example

Plant Community 05 -Ornamental, Grid Trees

The ornamental trees on a more formal grid layout were selected for their ornamental qualities and pop of color. Suggested species include Podless Sweet Acacia, Palo Verde, Desert Willow, and New Mexican Olive.

Plant Community 06 -Shelter Trees

The trees selected around the shelter picnic area were selected for their structure and canopy cover that produces shade. Some suggested species for this include Rio Grande Cottonwood, Texas Pistache, Chinquapin Oak, and Monterrey Oak.



Plant community 06 example



Plant community 07 example

Plant Community 07 -Ornamental Trees, Organic Layout Trees

The organically installed ornamental trees include Palo Verde, Desert Willow, Thornless Mesquite, Podless Sweet Acacia, Screwbean Mesquite









Plant community 08 examples

Plant Community 08 -Dog Park Accent Vegetation

The Dog Park will be maintained with two main surfaces sod and decomposed granite with soft textured vegetation accents such as Muhly Grass, Feathergrass, Apache Plume, and Damianita. Large boulders are proposed to provide more agility opportunities for the canines.



Plant community 09 example

Plant Community 09 -Street / Parking Lot Trees

Street and Parking Lot Trees include hardy species that cast shade but do not need major water resources. These species include Podless Sweet Acacia, Desert Willow, Thornless Honey Mesquite, and native Oak species in more protected areas.

Plant Community 10 -Desert Adapted Sod

Midiron Bermuda is suggested as a heat adapted and cold tolerant species for El Paso conditions. Its root system is deeper than other sod species, allowing it to adapt to these extreme weather conditions and also providing needed erosion control on slopes.

RECOMMENDATION:

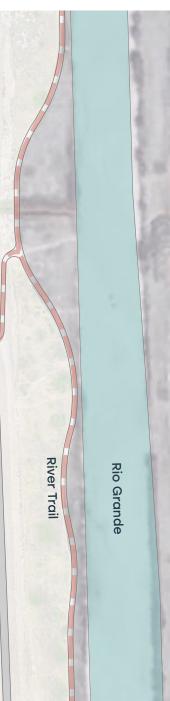
Implement sustainable and resource conscious planting communities in the park that enhance park character, provide various landscape experiences, and provide enhanced habitat for local wildlife.

Plant Communities Diagram



Legend





WATER MANAGEMENT & IRRIGATION MANAGEMENT

Within Mary Frances Keisling Park, it is critical to identify irrigation systems that can be distinguished for varying purposes. Whether it's permanent irrigation for trees, any sports fields or lawns that support the design intent, seasonal irrigation, or irrigation for plant establishment, irrigation design should follow all water requirements set forth by the City and also consider low use systems, smart systems, and phasing systems out as resilient plantings are established. In addition, weather responsive irrigation control systems that are also solar powered should be considered.

As the park looks to expansion, coordination with any agencies that have oversight on water systems that pull from the Rio Grande can provide insight into the use of river water for the irrigation systems during times of the year when water is present in the river.

In general, the hard-packed heavy clay soils and high water table in the park require a keen strategy for stormwater management. All flat surfaces should be appropriately graded to swiftly shed water into nearby drainage areas, and ponding areas should be considered in areas of the park where ponding most often occurs, such as the eastern portion where the desert garden is proposed. Depressions within the garden can facilitate water storage and direction into adjacent drainage canals, which will help is mitigating flooding of nearby private properties.



Drainage canal running along north property line of MFK Park



Stormwater ponding at Mary Frances Keisling fields due to oversaturation and clay soils

NTS



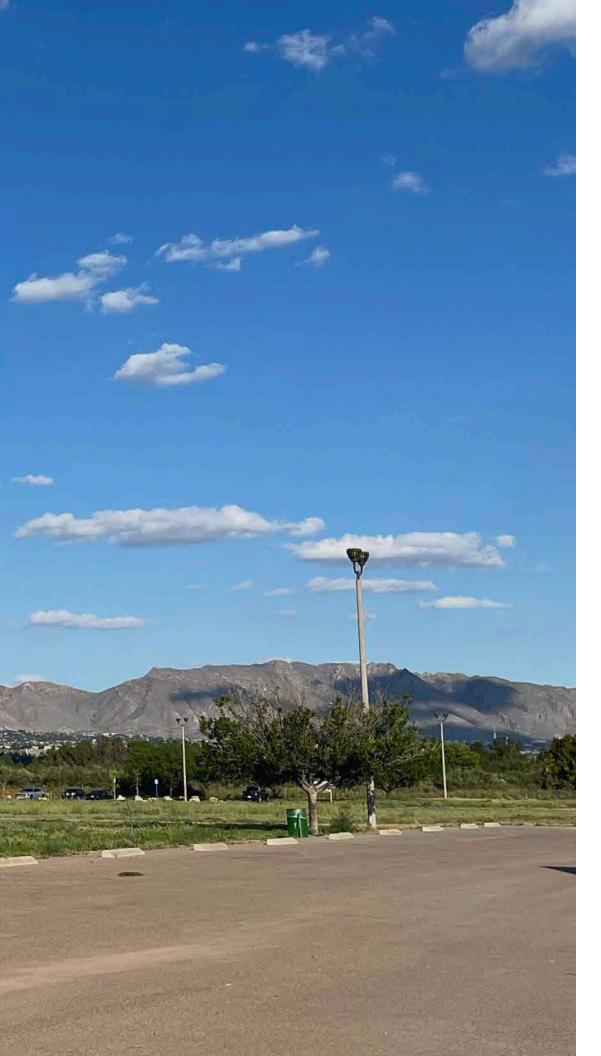
Hard-packed clay soil composition at the park

RECOMMENDATION:

Integrate efficient irrigation systems into the park, and ensure stormwater has intentional places to be directed. Methods to achieve these goals include:

- » Ensure SMART goals related to water usage integrate best practices, meaning they are Specific, Measurable, Attainable, Realistic, and Timely for any irrigation system,
- Ensure irrigation systems are weather-responsive, phased appropriately for areas of plantings, and utilize river water as much as possible,
- Ensure stormwater is considered in the development of park areas, including proper grading, areas to store water. and areas to direct water to drainage canals and away from private property.
- » Ensure remediation of percolation issues on ponding areas

CHAPTER 6: IMPLEMENTATION



his master plan is a visioning document intended to guide the development of Mary Frances Keisling Park over a number of years as funding becomes available and is earmarked for park improvements. This Implementation chapter outlines a recommended phasing strategy for all of the improvements contained within this master plan report, including estimated costs associated with the improvements.

PHASING STRATEGY

In this chapter, the Master Plan for Mary Frances Keisling Park is broken into phases for improvements based on community desire for prioritizing certain improvements, as well as improvements that are more easily grouped together. These phases are outlined in this chapter as 4 areas of improvement, numbered in order of implementation priority (with phase 1 being the highest priority to be implemented first). An example of how to read the implementation strategies is shown below.

The map to the right is color-coded to show how each area (areas 1 through 4) are broken apart and will be studied for implementation prioritization within each area and the estimated construction cost within each area.

Phase 1 Implementation		
Improvement Element	Est. Cost	
Element A	\$example	
Element B	\$example	
Element C	\$example	
Phase Total	\$example	

Example of implementation prioritization per each area of Mary Frances Keisling Park

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DRAFT IMPLEMENTATION | MEMORIAL PARK

PHASE 1 IMPLEMENTATION

Phase 1 of implementation in MFK Park brings new and immediate highly-requested amenities into the park without requiring a complete closure of the park during construction, and preserves to current roadway, majority of the existing parking, and one sport field for use. Improvements and amenities suggested for this area are listed below:

- Site preparation,
- New western roadway (to temporarily connect to existing park roadway),
- New parking lots,
- Park monument signage located at future park main entrance,
- Paved trails located within the extents of Phase 1,
- Accessible paved ramp over the levee along the river for easier river trail access into the park,
- Eight (8) pickleball courts,
- Sport court restroom and pavilion and associated utilities,
- Full dog parks with all amenities, including utilities to serve dog park,
- Trees within the extents of Phase 1,
- General park signage, including wayfinding, interpretation signage, rules and regulation signage, and historical signage within the extents of Phase 1,
- General site furnishings, including bike racks, benches, drinking fountains, and trash receptacles within the extents of Phase 1,
- Landscaping within the extents of Phase 1,
- Irrigation system upgrades related to improvements associated with phase 1,
- and lighting improvements associated with phase 1 activity.

The estimated cost breakdown for phase 1 improvements is listed in the chart to the right. With itemized costing, contingencies, soft costs, and an operations and maintenance budget, the total estimated cost for phase 1's implementation is around \$20 million.

Phase 1 Implementation		
Improvement		Cost
Site Preparation	\$	390,157
New Roadway (Connect to Existing)	\$	266,267
New Parking Lots	\$	607,854
Park Monument Signage	\$	42,000
Trails	\$	296,053
Levee Ramp	\$	700,000
Pickleball Courts	\$	571,515
Pickleball Court Equipment	\$	50,000
Pickleball Court Lighting	\$	100,000
Dog Park Landscaping	\$	97,405
Dog Park Fencing	\$	350,000
Dog Park Shade Structures	\$	360,000
Dog Park Equipment	\$	100,000
Dog Park Utilities	\$	750,000
Sport Court Restroom Pavilion	\$	670,150
Trees (46)	\$	46,000
Receptacles, Furnishings, General Signage	\$	187,500
Landscaping	\$	850,108
General Site Utilities	\$	418,800
Irrigation	\$	441,975
Lighting	\$	806,799
SUBTOTAL		8,102,583
GENERAL CONDITIONS & REQUIREMENTS (15%)		1,215,387
OVERHEAD & PROFIT (5%)	\$	405,129
DESIGN CONTINGENCY (20%)	\$	1,620,517
10-YEAR ESCALATION CONTINGENCY (41%)	\$	3,322,059
CONSTRUCTION MANAGER'S CONTINGENCY (3%)	\$	243,077
PUBLIC ART (2%)	\$	162,052
TOTAL CONST. COSTS		15,070,804
SOFT COSTS (30%)		4,521,241
O&M	\$	500,000
TOTAL PROJECT COSTS	\$2	20,092,046



PHASE 2 IMPLEMENTATION

Phase 2 of implementation creates an enhanced and new park entry experience, creates places for community gathering, and improved and expands on play and multi-generational opportunities within the park. Improvements and amenities suggested for this area are listed below:

- Site preparation,
- New main park roadway,
- An enhanced park entryway that aligns the new main roadway with Valley Oak Drive,
- New parking lots,
- New hard and soft surface trails,
- New playground, adult fitness area, and spray park,
- Restroom pavilion to service play area,
- Shade structures for renting or general park use,
- Trees within the extents of Phase 2,
- General park signage, including wayfinding, interpretation signage, rules and regulation signage, and historical signage within the extents of Phase 2,
- General site furnishings, including bike racks, benches, drinking fountains, and trash receptacles within the extents of Phase 2,
- Landscaping within the extents of Phase 2,
- Irrigation system upgrades related to improvements associated with phase 2,
- and lighting improvements associated with phase 2 activity.

The estimated cost breakdown for phase 2 improvements is listed in the chart to the right. With itemized costing, contingencies, soft costs, and an operations and maintenance budget, the total estimated cost for phase 2's implementation is around \$21 million.

Phase 2 Implementation		
Improvement		Cost
te Preparation	\$	390,157
ew Roadway	\$	266,267
hanced Park Entry	\$	103,392
ew Parking Lots	\$	78,138
ails (Hard Surface)	\$	296,053
ails (Soft Surface)	\$	6,662
ayground, Fitness Area, and Spray Park	\$	2,249,685
nade Structures	\$	525,000
estroom Pavilion	\$	670,150
ees (53)	\$	53,000
eceptacles, Furnishings, General Signage	\$	187,500
indscaping	\$	1,223,297
eneral Site Utilities	\$	1,168,800
igation	\$	441,975
ghting	\$	806,799
SUBTOTAL	\$	8,466,875
GENERAL CONDITIONS & REQUIREMENTS (15%)	\$	1,270,031
OVERHEAD & PROFIT (5%)	\$	423,344
DESIGN CONTINGENCY (20%)	\$	1,693,375
10-YEAR ESCALATION CONTINGENCY (41%)	\$	3,471,419
ONSTRUCTION MANAGER'S CONTINGENCY (3%)	\$	254,006
PUBLIC ART (2%)	\$	169,338
TOTAL CONST. COSTS		15,748,388
SOFT COSTS (30%)	\$	4,724,516
O&M	\$	500,000
TOTAL PROJECT COSTS	\$2	20,972,904



PHASE 3 IMPLEMENTATION

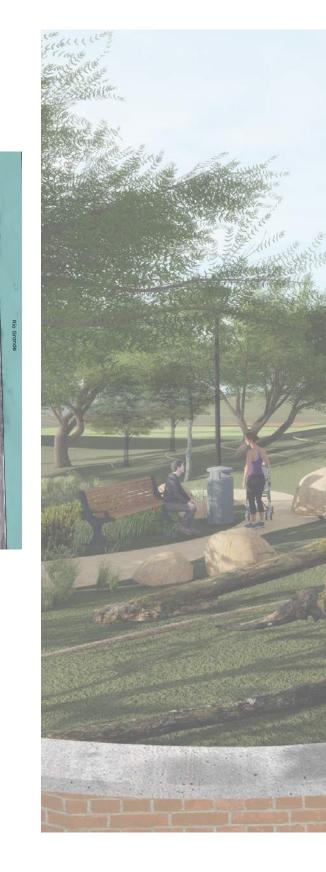
Phase 3 of implementation in MFK Park sees the introduction of a multi-use community center, library, and recreation center. Improvements and amenities suggested for this area are listed below:

- Site preparation,
- New roadway behind the new community facility connecting the main park roadway to the large northern parking lot,
- New community center, library, and recreation facility building,
- Trails associated with the building,
- General park signage, including wayfinding, interpretation signage, rules and regulation signage, and historical signage within the extents of Phase 3,
- General site furnishings, including bike racks, benches, drinking fountains, and trash receptacles within the extents of Phase 3,
- and lighting improvements associated with phase 3 activity.

The estimated cost breakdown for phase 3 improvements is listed in the chart to the right. With itemized costing, contingencies, soft costs, and an operations and maintenance budget, the total estimated cost for phase 3's implementation is around \$61.7 million.

Phase 3 Implementation	
Improvement	Cost
Site Preparation	\$ 390,157
New Roadway	\$ 266,666
New Community Building	\$23,014,200
Trails (Hard Surface)	\$ 296,053
Receptacles, Furnishings, General Signage	\$ 187,500
General Site Utilities	\$ 377,050
Lighting	\$ 806,799
SUBTOTAL	\$25,338,425
GENERAL CONDITIONS & REQUIREMENTS (15%)	\$ 3,800,764
OVERHEAD & PROFIT (5%)	\$ 1,266,921
DESIGN CONTINGENCY (20%)	\$ 5,067,685
10-YEAR ESCALATION CONTINGENCY (41%)	\$10,388,754
CONSTRUCTION MANAGER'S CONTINGENCY (3%)	\$ 760,153
PUBLIC ART (2%)	\$ 506,769
TOTAL CONST. COSTS	\$47,129,471
SOFT COSTS (30%)	\$14,138,841
O&M	\$ 500,000
TOTAL PROJECT COSTS	\$61,768,312





PHASE 4 IMPLEMENTATION

Phase 4 of implementation sees the completion of the full vision of the park. Improvements and amenities suggested for this area are listed below:

- Site preparation,
- New parking lot,
- Flexible plaza adjacent to the new community facility, including infrastructure for hosting multiple food trucks,
- Amphitheater adjacent to the new community facility,
- Large flexible central play, event, and sports field,
- Pump track and bike trailhead,
- Remainder of sport courts, including two (2) tennis courts and one (1) basketball court,
- Paved and soft surface trails located within the extents of Phase 4,
- Trees within the extents of Phase 4,
- General park signage, including wayfinding, interpretation signage, rules and regulation signage, and historical signage within the extents of Phase 4,
- General site furnishings, including bike racks, benches, drinking fountains, and trash receptacles within the extents of Phase 4,
- Landscaping and general site utilities within the extents of Phase 4,
- Irrigation system upgrades related to improvements associated with phase 4,
- and lighting improvements associated with phase 4 activity.

The estimated cost breakdown for phase 4 improvements is listed in the chart to the right. With itemized costing, contingencies, soft costs, and an operations and maintenance budget, the total estimated cost for phase 4's implementation is around \$23.3 million.



Phase 4 Implementation		
Improvement		Cost
e Preparation	\$	390,157
ew Parking Lots	\$	53,808
ex Plaza Surfacing	\$	1,406,615
od Truck Infrastructure	\$	405,000
nphitheater	\$	262,500
ex Field	\$	863,052
Imp Track	\$	171,175
ke Trailhead	\$	84,600
oort Courts	\$	571,515
oort Court Equipment	\$	50,000
oort Court Lighting	\$	120,000
ails (Hard Surface)	\$	296,053
ails (Soft Surface)	\$	6,662
ees (68)	\$	68,000
ndscaping	\$	2,445,482
eceptacles, Furnishings, General Signage	\$	187,500
eneral Site Utilities	\$	359,050
igation	\$	883,948
ghting	\$	806,799
SUBTOTAL	\$	9,431,916
GENERAL CONDITIONS & REQUIREMENTS (15%)	\$	1,414,787
OVERHEAD & PROFIT (5%)	\$	471,596
DESIGN CONTINGENCY (20%)	\$	1,886,383
10-YEAR ESCALATION CONTINGENCY (41%)	\$	3,867,086
ONSTRUCTION MANAGER'S CONTINGENCY (3%)	\$	282,957
PUBLIC ART (2%)	\$	188,638
TOTAL CONST. COSTS		17,543,364
SOFT COSTS (30%)	\$	5,263,009
O&M	\$	500,000
TOTAL PROJECT COSTS	\$2	23,306,373



DRAFT IMPLEMENTATION | MEMORIAL PARK

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DRAFT NOVEMBER 2022

GLOSSARY

WORD OR PHRASE	DEFINITION
Park Definitions	
Community Parks	Community parks are larger parks that provide both active and passive recreation opportunities that appeal to the entire community. These sites typically support organized, active recreation and large-group activities with facilities such as sports fields, outdoor courts, skate parks, group picnic shelters, large playgrounds, water play features, watercraft launches, disc golf, festival space, and internal or looped pathways. Support amenities, such as restrooms, off-street parking, and water fountains are also provided at these sites. In addition to developed park areas, community parks may include unique landscapes or natural areas. Size Range: The Parks Master Plan identifies community parks as large enough to provide a mixture of amenities/facilities while maintaining ample natural areas.
	between 10-50 acres.
Neighborhood Parks	Neighborhood parks are smaller than community parks and provide access to basic recreation opportunities for nearby residents. These sites should be easily accessible to pedestrians and bicyclists. Designed primarily for non-supervised, non-organized recreation activities, neighborhood parks often include amenities such as playground equipment, outdoor sports courts, picnic tables, pathways, and multi-use open grass areas. Some larger sites provide additional amenities and facilities, such as those that are typically found in community parks. In general, neighborhood parks support close-to home recreation opportunities, provide a neighborhood gathering space, enhance neighborhood identity, and preserve open space.
	Size Range: While the size may vary, neighborhood parks typically range from 1-10 acres.
Nature Parks	Nature parks are natural open space areas designed to provide access to unique or significant natural features for recreation. Nature parks typically reflect the shape and size of the resource at the site, which distinguishes them from greenways. Nature parks typically support nature- oriented outdoor recreation, such as wildlife viewing, environmental interpretation and education, small-scale picnicking, and trail use. The amenities provided typically include pathways and/or trails, parking areas, restrooms, and picnic facilities.
Site Feature Defin	itions
Active Recreation	A type of recreation or activity that generally requires the use of designated areas and structure improvements, including, but not limited to, sports fields and courts, indoor and outdoor aquatic facilities, exercise facilities, and various forms of structured play equipment and facilities.
Amenities	A desirable or useful feature or facility of a building or place.
Condition	Refers to the physical state of a structure or object.
Site	The land on which a building or other feature is located.
Structure	Anything constructed or erected, on the ground or attachment to something having a location on the ground, including but not limited to buildings, walls, gazebos, billboards, outbuildings, and swimming pools.

Contextual Definitions	
Active Transportation	Any form of human-powered tro the requirements of the America strollers, in-line skating, and skat
Climate	Consists of hot summers, short v clear year round. Temperatures c Fahrenheit.
Potable Water	River water supplied from the Rid flow is derived from snow melt run sources include Mesilla, Hueco W year.
Water Rights	The District delivers surface wat lands in El Paso County and also boundaries. Only some residents irrigation purposes.

or reuse.

WORD OR PHRASE	
Cultural Definition	າຣ
Administrative Decision	A decision on an administrative p objective approval criteria that decisions require public notice and A final decision to approve or deny is withdrawn.
Affected Government Agencies	Local governments, state and fea ownerships, or responsibilities with
Diversity	The practice of involving people f ethnic backgrounds.
Equity	The practice of ensuring that provide the provided provided the provid
Inclusion	The involvement of multiple persponent interacting with a subject in order given subject, place or thing.
Justice	the principles of determining just equality for all within its structure
J.E.D.I	By combining the concepts of Ju aspects of amplifying voices of consider the thoughts, feelings ar
Local (Neighborhood)	This is intended but not exclusive has specific amenities to serve th

ransportation and wheelchairs or other mobility devices meeting cans with Disabilities Act, including walking, bicycling, the use of ateboarding.

winters with temperatures as low as 60 degrees F. Mostly dry and can vary however between 34 degrees Fahrenheit and 97 degrees

Rio Grande makes up 40% of El Paso's potable water supply. This runoff in southern Colorado and northern New Mexico. Other water Wells and Desalination. Figures provided are during a non-drought

ater from the Rio Grande in El Paso County, Texas to water right so assesses and collects taxes for the water right lands within its ts of El Paso have irrigation rights and are allowed to use water for

Stormwater Element Stormwater is rainwater plus anything the rain carries along with it. An element of stormwater is one in which it is specifically designed to capture, detain and/or retain stormwater for cleaning

permit or application made by City staff based on reasonably t require only limited discretion in application. Administrative nd an opportunity for appeal, but do not require a public hearing. ny an administrative matter must be made unless the application

ederal agencies, and special districts which have programs, land ithin the area included in the Comprehensive Plan.

from a range of different social, gender, sexual orientation and

processes and practices are impartial, fair and provide equal involved.

pectives from various social and ethnic backgrounds that will be er to gain a holistic view of individuals that may interact with the

st conduct and reason within a social structure that enforces re.

Justice, Equity, Diversity and Inclusion, it takes into account all f all backgrounds so that future experiences are wholistic and and needs of all individuals.

e to the neighborhood in which it resides, it is smaller in size and the community within a short drive or walking distance.

APPENDIX A COMMUNITY ENGAGEMENT MATERIALS AND OUTCOMES

DRAFT IMPLEMENTATION | MEMORIAL PARK





File #: 22-1539, 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 Libraries, Norma Martinez, (915) 212-3200

AGENDA LANGUAGE:

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

That the period of January 3, 2023 through January 20, 2023 be declared Library Amnesty period for the El Paso Public Library ("the Library") to waive \$1.00 worth of fines for every canned or non-perishable food donation, \$1.00 worth of fines for every can of pet food, and \$2.00 worth of fines for every pound of dry pet food made to the MLK Canned Food Drive and Animal Services at Library locations.

RESOLUTION

WHEREAS, Ordinance No. 18059, approved by the City Council of the City of El Paso on August 6, 2013, authorizes City Council to declare limited periods of "amnesty" to allow borrowers of items from the El Paso Public Library to return overdue items or, without payment of the applicable overdue fines: and

WHEREAS, the Library has participated in the annual MLK Canned Food Drive since 2001 and has helped collect more than 300 tons of food to help feed the hungry in El Paso; and

WHEREAS, the Library desires to encourage donations of canned and non-perishable food donations to the MLK Canned Food Drive, an initiative of the City of El Paso.

WHEREAS, the Library plans on partnering with Animal Services to help collect food for pets to help feed hungry animals and encourage the donation of food for pets to Animal Services.

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

That the period of January 3, 2023 through January 20, 2023 be declared Library Amnesty period for the El Paso Public Library ("the Library") to waive \$1.00 worth of fines for every canned or non-perishable food donation, \$1.00 worth of fines for every can of pet food, and \$2.00 worth of fines for every pound of dry pet food made to the MLK Canned Food Drive and Animal Services at Library locations.

APPROVED this _____ day of _____, 2022.

THE CITY OF EL PASO

ATTEST:

Laura D. Prine City Clerk Oscar Leeser Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONSENT:

Karla Saenz

Karla A. Saenz *O* Assistant City Attorney

Norma B. Martinez

Norma Martinez Director of Library Services

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

DEPARTMENT: Libraries

AGENDA DATE: December 6, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Norma Martinez, 915-212-3200

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 4: Enhance El Paso's quality of life through recreational, cultural and educational environments

SUBGOAL: 4.2: Create innovative recreational, educational and cultural programs

SUBJECT:

That the period of January 3, 2023 through January 20, 2023 be declared Library Amnesty period for the El Paso Public Library ("the Library") to waive \$1.00 worth of fines for every canned or non-perishable food donation, \$1.00 worth of fines for every can of pet food, and \$2.00 worth of fines for every pound of dry pet food made to the MLK Canned Food Drive and Animal Services at Library locations.

BACKGROUND / DISCUSSION:

The Library has participated in the annual MLK Canned Food Drive since 2001 and has helped collect more than 300 tons of food to help feed the hungry in El Paso by encouraging donations of canned and non-perishable food donations.

PRIOR COUNCIL ACTION:

Yes, the Library has participated in the annual MLK Canned Food Drive since 2001.

AMOUNT AND SOURCE OF FUNDING:

N/A

DEPARTMENT HEAD:

Norma B. Martinez

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



File #: 22-1561, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts Zoo, Joe Montisano, (915) 212-2800

AGENDA LANGUAGE:

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

That the City Manager be authorized to sign the Second Amendment to the License Agreement, by and between the City of El Paso, a municipal corporation (the "City") and the El Paso Zoological Society, a Texas non-profit corporation (the "Society"), which was originally entered on December 18, 2012 to extend the term of the agreement by 3 months, ending on March 18, 2023.

AGENDA DATE: 12/06/22 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joe Montisano, 915-212-2800

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: 4.2-Create innovative recreational, educational and cultural programs.

SUBJECT:

APPROVE a resolution I ordinance I lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the City Manager be authorized to sign the Second Amendment to the License Agreement, by and between the City of El Paso, a municipal corporation (the "City") and the El Paso Zoological Society, a Texas non-profit corporation (the "Society"), which was originally entered on December 18, 2012 to extend the term of the agreement by 3 months, ending on March 18, 2023.

BACKGROUND/DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

A License Agreement (the 'Agreement") was entered into on December 18, 2012 between the City of El Paso (the "City") and the El Paso Zoological Society ("EPZS"). The First Amendment to the Agreement was effective on July 31, 2018.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, Council Approval- July 31, 2018; December 18, 2012; November 6, 2007; and November 12, 2002.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?

PRIMARY DEPARTMENT: Zoo SECONDARY DEPARTMENT: N/A

DEPARTMENT HEAD: Joe Montisano

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

RESOLUTION

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

THAT the City Manager be authorized to sign the Second Amendment to the License Agreement, by and between the City of El Paso, a municipal corporation (the "City") and the El Paso Zoological Society, a Texas non-profit corporation (the "Society"), which was originally entered on December 18, 2012 to extend the term of the agreement by 3 months, ending on March 18, 2023.

APPROVED this _____ day of ______ 2022.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Danielle Cacontaias

Danielle Escontrias Assistant City Attorney

APPROVED BY CONTENT:

Joe Montisano, Director Zoo Department

21-1045-120.001 | 1215572 | DE | RESOTION - ZOOLOGICAL SOCIETY LICENSE AGMT

Second Amendment to License Agreement

THIS Second Amendment to the December 18, 2012 License Agreement ("Original Agreement") by and between the City of El Paso (City) and the El Paso Zoological Society, a Texas non-profit corporation (the "Society"), ("Second Amendment") is made this _____ day of ______, 2022 (the "Effective Date"). This Second Amendment, together with the Original Agreement and the First Amendment are collectively referred to as the "Agreement."

RECITALS

WHEREAS, the City owns and operates the El Paso Zoo (the "Zoo") for conservation, education, recreation and scientific study; and

WHEREAS, the Society is a non-profit corporation whose purpose is to promote and support the Zoo and its programs in conservation, education and recreation and provide private sector financial support, to the Zoo's development, operation and capital improvements; and

WHEREAS, on December 18, 2012, the parties entered into a License Agreement ("Agreement") regarding the obligations of each party for the Society's support of the El Paso Zoo; and

WHEREAS, on July 31, 2018, the City and the Society agreed to the First Amendment to the License Agreement to adjust the use of membership revenue and development of a master plan; and

WHEREAS, the parties wish to amend the Agreement to extend the term for 3 months;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. That Article 5, Term, is hereby amended to extend the term of the Original Agreement, as follows:

The term of this Agreement shall be for a period of five (5) years from the Effective Date of December 18, 2012, unless otherwise terminated by either party as provided herein ("initial term"). Upon the expiration of the initial term, this agreement will automatically renew for one-year terms on the anniversary of the effective date for up to five additional one-year terms, plus three months, expiring on March 17, 2023 (the "Extended Term"), subject to the termination clause.

Section 3. Except as provided in this Amendment, the all terms and conditions of the Agreement remain in full force and effect.

Signed as of the Effective Date of by the Parties.

THE CITY OF EL PASO

EL PASO ZOOLOGICAL SOCIETY

Tomas Gonzalez City Manager Printed Name:______ Title:______

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Danielle Econtrias

Danielle Escontrias Assistant City Attorney

OFTHE for

Joseph Montisano, Director El Paso Zoo



File #: 22-1570, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. Members of the City Council, Representative Joe Molinar, (915) 212-0004

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$2,500.00 from Richard V. Teschner.



File #: 22-1544, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218 Municipal Court, Lilia Worrell, (915) 212-5822

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font. **The linkage to the Strategic Plan is subsection 2.9 - Promote Building Safety**

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to Oklahoma Investigative Group, Inc. dba Tricorps Security referencing Contract 2019-1056 Security for Municipal Court Guards Services. This change order is to increase the contract by \$140,000.00 for a total amount not to exceed \$1,294,645.20. The change order will cover additional expenses for Security Guard Services for the duration of the contract term, February 5, 2023.

Contract Variance: No Contract Variance

Department:	Municipal Court
Award to:	Oklahoma Investigative Group, Inc. dba Tricorps Security
	Oklahoma City, OK
Total Estimated Amount:	\$140,000.00
Account No.:	522120-111-11030-2532-P1137
Funding Source	Restrictive fund for Court Security
District(s):	All

This is a Best Value, service contract

El Paso, TX

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

December 6, 2022 Not Applicable
ME AND PHONE NUMBER:
Lilia Worrell, Municipal Court Director, 915-212-5822
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-
1218
All
No. 2 – Set the Standard for a Safe and Secure City
No. 2 – Oct the Olandaru for a Dale and Occure Oily
2.9 – Promote Building Safety
P

SUBJECT:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to Oklahoma Investigative Group, Inc. DBA Tricorps Security referencing Contract 2019-1056 Security for Municipal Court Guards Services. This change order is to increase the contract by \$140,000.00 for a total amount not to exceed \$1,294,645.20. The change order will cover additional expenses for Security Guard Services for the duration of the contract term, February 5, 2023.

BACKGROUND / DISCUSSION:

The contract modification will allow the Municipal Court department to cover the expenses associated with the six months security services contract extension and continue 24-hour weekday, weekend, and holiday coverage; as well as bailiff and prisoner transport services. This contract is not paid through General Fund; it is paid out of the dedicated fund for Court Security.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

On August 20, 2019 City Council approved the award of contract 2019-1056 to Oklahoma Investigative Group, Inc. DBA Tricorps Security for a three (3) year term for at total amount of \$1,149,685.20.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$140,000.00 Funding Source: Restrictive fund for Court Security Account: 522120-111-11030-2532-P1137

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Municipal Court Department

2019-1056 Security for Municipal Court Guards Services

DEPARTMENT HEAD:

Lilia Worrell, Municipal Court Director

COUNCIL PROJECT FORM (CHANGE ORDER)

Please place the following item on the <u>CONSENT</u> agenda (**under PURCHASING REQUESTS, ETC**.) for the Council Meeting of <u>DECEMBER 6, 2022</u>.

STRATEGIC GOAL: No 2: Set the Standard for a Safe and Secure City

This linkage to Strategic Plan is subsection 2.9 – Promote Building Safety

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to Oklahoma Investigative Group, Inc. dba Tricorps Security referencing Contract 2019-1056 Security for Municipal Court Guards Services. This change order is to increase the contract by \$140,000.00 for a total amount not to exceed \$1,294,645.20. The change order will cover additional expenses for Security Guard Services for the duration of the contract term, February 5, 2023.

Contract Variance: No Contract Variance

Department:	Municipal Court
	Oklahoma Investigative Group, Inc. dba Tricorps
Award to:	Security
	Oklahoma City, OK
Total Estimated Amount:	\$140,000.00
Account No.:	522120-111-11030-2532-P1137
Funding Source	Restrictive fund for Court Security
District(s):	All

This is a Best Value, service contract.



File #: 22-1543, 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

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218 Capital Improvement, Yvette Hernandez, (915) 212-1845

AGENDA LANGUAGE:

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

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

Award Summary:

The award of Solicitation 2023-0097 Tom Lea Lower Dog Park to Keystone GC, LLC. for an estimated total award of \$245,882.17. The project consists of the construction of a fenced in dog park to be located on the northwest site of Tom Lea Lower Park located at 1203 Schuster Ave. The scope of work includes but not limited to the furnish and install park benches, chain link fence with maintenance gates, concrete plaza, irrigation modifications, water fountains, waste disposal stations and mutty paw dispenser.

Department:	Capital Improvement
Award to:	Keystone GC, LLC.
	El Paso, TX
Item(s):	Base Bid I
Initial Term:	150 Consecutive Calendar Days
Base Bid I:	\$245,882.17
Total Estimated Award:	\$245,882.17
Funding Source:	Community Development Block Grant
Accounts:	471-2400-71240-580270- G7147CD62
District(s):	8

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Keystone GC, LLC., the lowest responsive and responsible bidder.

File #: 22-1543, Version: 1

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

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

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

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

AGENDA DATE: PUBLIC HEARING DATE:	December 06, 2022 Not Applicable
CONTACT PERSON(S) NA	ME AND PHONE NUMBER: Yvette Hernandez, City Engineer, (915) 212-1845 Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218
DISTRICT(S) AFFECTED:	8
STRATEGIC GOAL:	No. 4 Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments
SUBGOAL:	4.2 - Create innovative recreational, educational and cultural programs

SUBJECT:

The award of Solicitation 2023-0097 Tom Lea Lower Dog Park to Keystone GC, LLC. for an estimated total award of \$245,882.17.

BACKGROUND / DISCUSSION:

The project consists of the construction of a fenced in dog park to be located on the northwest site of Tom Lea Lower Park located at 1203 Schuster Ave. The scope of work includes but not limited to the furnish and install park benches, chain link fence with maintenance gates, concrete plaza, irrigation modifications, water fountains, waste disposal stations and mutty paw dispenser.

SELECTION SUMMARY:

Solicitation was advertised on September 27, 2022, October 4, 2022. The solicitation was posted on City website on September 27, 2022. The email (Purmail) notification was sent out on September 29, 2022. There was a total of sixty one (61) viewers online; three (3) bids were received; all from local suppliers.

CONTRACT VARIANCE:

N/A

PROTEST No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$245,882.17 Funding Source: Community Development Block Grant Account: 471-2400-71240-580270-G7147CD62

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_YES ___NO

PRIMARY DEPARTMENT: Capital Improvement SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

DEPARTMENT HEAD:

Gvette Hernandez Yvette Hernandez, City Engineer

COUNCIL PROJECT FORM (Low Bid)

Please place the following item on the CONSENT AGENDA for the Council Meeting of December 6, 2022

STRATEGIC GOAL 4 – Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

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

Award Summary:

The award of Solicitation 2023-0097 Tom Lea Lower Dog Park to Keystone GC, LLC. for an estimated total award of \$245,882.17. The project consists of the construction of a fenced in dog park to be located on the northwest site of Tom Lea Lower Park located at 1203 Schuster Ave. The scope of work includes but not limited to the furnish and install park benches, chain link fence with maintenance gates, concrete plaza, irrigation modifications, water fountains, waste disposal stations and mutty paw dispenser.

Department:	Capital Improvement
Award to:	Keystone GC, LLC.
	El Paso, TX
ltem(s):	Base Bid I
Initial Term:	150 Consecutive Calendar Days
Base Bid I:	\$245,882.17
Total Estimated Award:	\$245,882.17
Funding Source:	Community Development Block Grant
Accounts:	471-2400-71240-580270- G7147CD62
District(s):	8

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Keystone GC, LLC., the lowest responsive and responsible bidder.

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

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

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

Bid Tab Summary

2023-0097 Tom Lea Lower Dog Park

	Contractor	Base Bid I	Total Amount
1	Keystone GC, LLC	\$245,882.17	\$245,882.17
2	Horizone 1 Construction 1, LTD	\$275,471.85	\$275,471.85
3	Black Stallion Contractors, Inc.	\$289,415.19	\$289,415.19



TOM LEA LOWER DOG PARK

NOVEMBER 09, 2022

BID TITLE:

BID DATE:

CITY OF EL PASO BID TABULATION



BID NO: 2023-0097

DEPARTMENT: CAPITAL IMPROVEMENT

	BID DATE. NOVEMBER 03, 2022								
				Black Stallion C	Contractors, Inc.	Horizone Cons	struction 1 LTD.	Keystone	GC, LLC.
			El Pas	so, TX	El Pa	so, TX	El Paso, TX		
				Bidder 1 of 3		Bidde	r 2 of 3	Bidder 3 of 3	
ITEM NO.	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	AMOUNT (IN FIGURES) DO NOT ROUND Only Two Decimals	UNIT BID PRICE (IN FIGURES)	AMOUNT (IN FIGURES) DO NOT ROUND Only Two Decimals	UNIT BID PRICE (IN FIGURES)	AMOUNT (IN FIGURES) DO NOT ROUND Only Two Decimals
1	5	МО	Project Site Securing/Fencing	\$ 3,025.00	\$ 15,125.00	\$ 2,213.51	\$ 11,067.55	\$ 1,372.93	\$ 6,864.65
2	1	LS	Construction Staking and Survey Performed by RPLS	\$ 6,050.00	\$ 6,050.00	\$ 9,848.31	\$ 9,848.31	\$ 6,382.43	\$ 6,382.43
3	5	МО	Provide and Maintain Approved Traffic Control	\$ 2,420.00	\$ 12,100.00	\$ 1,456.03	\$ 7,280.15	\$ 141.84	\$ 709.20
4	1	LS	Perform Clearing and Grubbing	\$ 7,865.00	\$ 7,865.00	\$ 3,477.63	\$ 3,477.63	\$ 7,619.55	\$ 7,619.55
5	1	LS	Perform Miscellaneous Saw Cutting	\$ 15,125.00	\$ 15,125.00	\$ 5,722.44	\$ 5,722.44	\$ 1,858.50	\$ 1,858.50
6	1,350	SF	Furnish and Install 4" Reinforced Concrete Pavement, Complete in Place	\$ 9.08	\$ 12,258.00	\$ 10.00	\$ 13,500.00	\$ 10.74	\$ 14,499.00
7	2,525	SF	Furnish and Install Pea Gravel Over Weed Barrier, Complete in Place	\$ 3.63	\$ 9,165.75	\$ 2.08	\$ 5,252.00	\$ 3.62	\$ 9,140.50
8	266	LF	Furnish and Install Raised Concrete Containment Band, Complete in Place	\$ 24.20	\$ 6,437.20	\$ 55.04	\$ 14,640.64	\$ 30.41	\$ 8,089.06
9	17	LF	Furnish and Install Rolled Top Curb, Complete in Place	\$ 38.72	\$ 658.24	\$ 378.64	\$ 6,436.88	\$ 102.09	\$ 1,735.53
10	650	LF	Furnish and Install 6' Tall Chain Link Fencing, Complete in Place	\$ 121.00	\$ 78,650.00	\$ 134.23	\$ 87,249.50	\$ 85.10	\$ 55,315.00
11	3	EA	Furnish and Install 12' Maintenance Gates, Complete in Place	\$ 3,025.00	\$ 9,075.00	\$ 3,325.70	\$ 9,977.10	\$ 1,843.82	\$ 5,531.46
12	4	EA	Furnish and Install 4' Gates, Complete in Place	\$ 1,149.50	\$ 4,598.00	\$ 1,356.04	\$ 5,424.16	\$ 1,205.57	\$ 4,822.28
13	1	LS	Furnish and Install Water Fountains, Complete in Place	\$ 42,350.00	\$ 42,350.00	\$ 26,969.21	\$ 26,969.21	\$ 61,728.03	\$ 61,728.03



CITY OF EL PASO BID TABULATION



BID TI	ID TITLE: TOM LEA LOWER DOG PARK BID NO: 2023-009											
BID DA	BID DATE: NOVEMBER 09, 2022 DEPARTMENT: CAPITAL IMPROVEMENT											
					Black Stallion C	ontractors, Inc.		Horizone Cons	struc	tion 1 LTD.	Keystone	GC, LLC.
				El Pas	50, TX	El Paso, TX			x	El Paso, TX		
					Bidder	1 of 3	Bidder 2 of 3			f 3	Bidder 3 of 3	
ITEM NO.	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	l	JNIT BID PRICE (IN FIGURES)	AMOUNT (IN FIGURES) DO NOT ROUND Only Two Decimals		UNIT BID PRICE (IN FIGURES)		OUNT (IN FIGURES) O NOT ROUND Only Two Decimals	UNIT BID PRICE (IN FIGURES)	AMOUNT (IN FIGURES DO NOT ROUND Only Two Decimals
14	2	EA	Furnish and Install Trash Receptacles, Complete in Place	\$	4,658.50	\$ 9,317.00	\$	6,386.25	\$	12,772.50	\$ 4,843.55	\$ 9,687.7
15	2	EA	Furnish and Install Dog Waste System Dispenser, Complete in Place	\$	1,270.50	\$ 2,541.00	\$	2,596.92	\$	5,193.84	\$ 1,154.51	\$ 2,309.0
16	2	EA	Furnish and Install Bench, Complete in Place	\$	4,598.00	\$ 9,196.00	\$	4,768.10	\$	9,536.20	\$ 3,754.29	\$ 7,508.5
17	1	LS	Furnish and Install Irrigation System Modification, Complete in Place	\$	12,705.00	\$ 12,705.00	\$	11,888.21	\$	11,888.21	\$ 8,793.56	\$ 8,793.5
18	1,930	SF	Furnish and Replace Sod	\$	2.90	\$ 5,597.00	\$	2.73	\$	5,268.90	\$ 4.33	\$ 8,356.9
19	1	EA	Salvage and Reinstall Sign	\$	1,633.50	\$ 1,633.50	\$	108.73	\$	108.73	\$ 547.46	\$ 547.4
20	1	EA	Provide and Install Dog Park Rule Sign	\$	3,025.00	\$ 3,025.00	\$	4,753.34	\$	4,753.34	\$ 1,340.98	\$ 1,340.9
21	3	EA	Provide and Install Dog Park Signs – Small, Big and Dangerous Dogs	\$	1,996.50	\$ 5,989.50	\$	194.30	\$	582.90	\$ 1,064.05	\$ 3,192.7
22	325	LF	Concrete Curb and Gutter	\$	36.30	\$ 11,797.50	\$	40.37	\$	13,120.25	\$ 49.90	\$ 16,217.5
Sum Total – Base Bid I (Items 1-22)		\$ 281,258.69		\$	\$ 270,070.44		\$ 242,248.44					
Mobilization/Demobilization not to exceed 3%		\$ 8,156.50		\$	\$ 5,401.41			\$ 3,633.73				
Sum Total Base Bid I Plus Mobilization		\$	\$ 289,415.19		\$ 275,471.85			275,471.85	\$ 245,882.17			

AMENDMENT ACKNOWLEDGED

BID BOND SUBMITTED

Yes

Yes

Yes

Yes

Yes

Yes

2023-0097 Tom Lea Lower Dog Park Views List

No.	COMPANY	NAME
1	AAA General Contract	Gardenhire, James
2	Accent Landscape Con	Counts, Tim
3	Access Communication	Dittmar, Mark
4	Aim Construction Com	Flores, Amada
5	Allen Concrete Inc.	Magdaleno, Jesus
6	AMTEK	Rugh, John
7	Aztec Contractors, I	Lopez, Ricardo
8	Beltran Electrical C	Perez, Melissa
9	BidJudge.com	Bid, Judge
10	Black Stallion Contr	Luna, Hector
11	CEA Group	Concha, David
12	CJ Desert Constructi	Lira, German
13	CMD Endeavors	Brayan, Chavarria
14	ConstructConnect	STINSON, MORGAN
15	Construction Reporte	Wood, Jane
16	CSA Constructors	Oney, Hilary
17	Deltek	Management, Source
18	Direx Construction,	Hudson, Brad
19	Dodge Data And Analy	Loganathan, Jayalakshmi
20	DRS Rock Materials,	Soto, Daniel
21	Efficio Construction	Zubiate, Berta
22	El Paso Sanitation S	Soto, Lorena
23	Enotsyek	Dominguez, Luis
24	Fulcrum Contracting	Jaramillo, Jorge
25	GCC Sun City Materia	Rivas, Fernando
26	Guerreros Star Const	Juan, Serrano
27	HAWK	Jorge, Ojeda
28	Horizone Const. 1 LT	De Stefano, Luis Rene
29	HUB	Gilcrease, Paul
30	i- Sourcing Technolo	Balai, Rakesh
31	Integrated Marketing	Cody, Brannon
32	Integrity Pest and T	Martinez, Omar
33	Jobe Materials	Paredes, Raul
34	Keystone	MIchael, Guillen
35	LAC Construction LLC	Soto, Mauro
36	LAndJ General contra	Nevarez, Luis
37	Long Term Capital LL	oscar, morales
38	Martinez Bros. Contr	Martinez, Heriberto
39	Mirador Enterprises	Scranton, Beatrice
40	Pacific Inc	Doe, John
41	PCG LLC	BUSTILLOS, JOSE
42	Prime Vendor Inc.	Jones, Kim
43	QTO Solutions	Uddin, Nisar
44	Quantum Engineering	Fraga, Miguel
45	RBM Engineeering, In	Morris, Bryan

2023-0097 Tom Lea Lower Dog Park Views List

	COMPANY	NAME
46	RDZ BUILD	Rodriguez, Manny
47	RICKS PAVING And SEA	CAVAZOS, RICARDO
48	Sites Southwest	Sanchez, Martha
49	Smartprocure	Bjornsson, Ron
50	Texas Architecture W	Eckels, Ronny
51	The PlanIt Room	Hernandez, Cecilia
52	triple m recreation	romero, ron
53	Vitual Builders Exch	Olguin, Jeannette
54	Wayne Enterprises	Austin, Fork
55	Win Supply	Garcia, Mark
56	Zayza Irrigation And	Acosta, German
57	Ztex Construction	Construction, Ztex
58		Watson, Frank
59		Saldana, Sergio
60		MARTINEZ, ALONSO
61		Gerardo, Garcia



File #: 22-1578, 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. **Management update on the City's financial health**.

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

DEPARTMENT: City Manager's Office

AGENDA DATE: December 6, 2022

CONTACT PERSON NAME / PHONE NUMBER: Robert Cortinas, Chief Financial Officer (915) 212-1067

DISTRICT(S) AFFECTED: All

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

SUBJECT: Management update on the City's financial health

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING: N/A

Robert ortinas DEPARTMENT HEAD:

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



File #: 22-1545, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font. **Presentation and discussion on El Paso Animal Services Volunteer Program.**

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

AGENDA DATE: PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ____ YES ____NO

PRIMARY DEPARTMENT: SECONDARY DEPARTMENT:

DEPARTMENT HEAD:

Zony K Kebschull

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



File #: 22-1568, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, 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 the following provisions of El Paso City Code Title 20 (Zoning): Chapter 20.02 (General Provisions and Definitions), Article II (Definitions) to add definitions for Type 1 and Type 2 Short Term Rentals and amend the definition for Bed and Breakfast Establishment; Chapter 20.08 (Permissible Uses), Section 20.08.030.C (Permissible Uses) Appendix A (Table of Permissible Uses) to add Type 1 and Type 2 Short Term Rentals; Chapter 20.10 (Supplemental Use Regulations) to add supplemental use regulations for Type 1 and Type 2 Short Term Rentals; and Title 20 (Zoning) Chapter 20.14 (Off-street Parking, Loading and Storage Standards), Section 20.14.050 (Parking Requirements and Standards), Subsection C, Table of Parking Requirements and Standards: Appendix C (Table of Parking Requirements and Standards) to add parking requirements for Type 1 and Type 2 Short Term Rentals. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

AGENDA DATE:December 6, 2022PUBLIC HEARING DATE:January 17, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Kevin Smith, (915) 212-1566

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection process 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance amending the following provisions of El Paso City Code Title 20 (Zoning): Chapter 20.02 (General Provisions and Definitions), Article II (Definitions) to add definitions for Type 1 and Type 2 Short Term Rentals and amend the definition for Bed and Breakfast Establishment; Chapter 20.08 (Permissible Uses), Section 20.08.030.C (Permissible Uses) Appendix A (Table of Permissible Uses) to add Type 1 and Type 2 Short Term Rentals; Chapter 20.10 (Supplemental Use Regulations) to add supplemental use regulations for Type 1 and Type 2 Short Term Rentals; and Title 20 (Zoning) Chapter 20.14 (Off-street Parking, Loading and Storage Standards), Section 20.14.050 (Parking Requirements and Standards), Subsection C, Table of Parking Requirements and Standards: Appendix C (Table of Parking Requirements and Standards) to add parking requirements for Type 1 and Type 2 Short Term Rentals. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

BACKGROUND / DISCUSSION:

This item would amend sections of El Paso City Code Title 20 (Zoning) to add definitions, supplemental use regulations, and parking requirements for Short Term Rental uses. Modification to the Bed and Breakfast definition is also included as part of the proposed amendments. An item proposing amendments to El Paso City Code Title 5 (Business License and Permit Regulations) is accompanying this item. This will be presented to the City Plan Commission on December 1, 2022.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division **SECONDARY DEPARTMENT:** N/A

DEPARTMENT HEAD:

Philip Tiwe

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FOLLOWING PROVISIONS OF EL PASO CITY CODE TITLE 20 (ZONING): CHAPTER 20.02 (GENERAL PROVISIONS AND **DEFINITIONS), ARTICLE II (DEFINITIONS) TO ADD DEFINITIONS FOR TYPE 1** AND TYPE 2 SHORT TERM RENTALS AND AMEND THE DEFINITION FOR BED AND BREAKFAST ESTABLISHMENT; CHAPTER 20.08 (PERMISSIBLE USES), SECTION 20.08.030.C (PERMISSIBLE USES) APPENDIX A (TABLE OF PERMISSIBLE USES) TO ADD TYPE 1 AND TYPE 2 SHORT TERM RENTALS; CHAPTER 20.10 (SUPPLEMENTAL USE REGULATIONS) TO ADD SUPPLEMENTAL USE **REGULATIONS FOR TYPE 1 AND TYPE 2 SHORT TERM RENTALS; AND TITLE 20** (ZONING) CHAPTER 20.14 (OFF-STREET PARKING, LOADING AND STORAGE STANDARDS), SECTION 20.14.050 (PARKING REQUIREMENTS AND STANDARDS), SUBSECTION C, TABLE OF PARKING REQUIREMENTS AND STANDARDS: APPENDIX C (TABLE OF PARKING REQUIREMENTS AND STANDARDS) TO ADD PARKING REOUIREMENTS FOR TYPE 1 AND TYPE 2 SHORT TERM RENTALS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Title 20 (Zoning) of the El Paso City Code was adopted to promote the health, safety, morals and general welfare of the community; and,

WHEREAS, the purpose of this amendment is to establish regulations to protect, the health, safety, and welfare of occupants of short-term rental properties, and protect the integrity of the neighborhoods in which short term rental properties operate; and,

WHEREAS, the City Plan Commission after a public hearing recommends approval of the proposed amendment; and,

WHEREAS, the City Council after a public hearing has determined this amendment is in the best interest of the public and will promote the public health, safety, and welfare of the City.

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

SECTION 1. That Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), Article II (Definitions), of the El Paso City Code be amended to add the following sections:

20.02.870.5 Short Term Rental, Type 1. "Type 1 Short Term Rental" means a single-family detached dwelling, single-family attached dwelling, accessory dwelling unit, or two-family dwelling unit where sleeping areas are rented to overnight guests for a period of less than 30 days, but not less than 12 hours and there are no employees on-site. The Type 1 Short Term Rental shall be located on a parcel with a unique property identification number.

20.02.870.6 Short Term Rental, Type 2. "Type 2 Short Term Rental" means a multifamily dwelling where sleeping areas are rented to overnight guests for a period of less than 30 days, but not less than 12 hours and there are no employees on-site.

20.02.122 Bed and breakfast establishment. "Bed and breakfast establishment" means a building or portion thereof, other than a hotel, motel or boardinghouse, where, for compensation, eight or fewer rooms are offered as temporary lodging and only breakfast is offered to the registered guest(s) where the owner and an employee are present on-site.

SECTION 2. That Title 20 (Zoning), 20.08 (Permissible Uses), Section 20.08.030.C (Permissible Uses) Appendix A (Table of Permissible Uses, Section 13.00 (Residential) of the El Paso City Code be amended to add the following new rows as follows:

Add the following rows:

	Use						F	Resid	enti	al								(Com	merc	ial		N	lanu	factu	ring							Sp	oecial	Purpo	se								Supplemental Standards	Accessory Use Permitted to
		R-1 R-2	2 R-2	4 R-3	R-3/	A R-	1 R-5	RM	H A-	-1 A	-2 /	1-3 A	4 A-	οΑ	-3/0	А-М	c-o	P C-	1 C-	2 C-	з с-	4 C-5	5 Q	M-1	M-2	M-3	R-F	PMD****	S-D**	U-P	** P-R	:1**	P-R **	P-C**	P-1*	* SRR	** R-N	/U**	G- MU**	I-MU*	** N	os u	JRD		Specific Use
13.00 Resi	dential																																												
	Type 1 Short term rental	P P	Ρ	Ρ	Ρ	Р	Ρ	х	F		Р	PF		,	Ρ	Ρ	х	P	P	P	Р	Ρ	х	х	х	х	Р	D	Р	D	1	Р	Ρ	х	х	Ρ		z	Z	х	3	ĸ	х	20.10.552	
	Type 2 short term rental	x x	х	х	х	х	х	х	F		Р	PF	•	,	Ρ	Р	х	P	P	Р	Ρ	Ρ	х	х	х	х	х	D	Р	D	1	Р	Р	х	х	Ρ		z	z	х	3	ĸ	х	20.10.552	

SECTION 3. That Title 20 (Zoning), Chapter 20.10 (Supplemental Use Regulations), be amended to add Section 20.10.552 Short Term Rental as follows:

20.10.552 Short Term Rental. Where permitted, a Short Term Rental shall comply with the following standards:

- 1. A Short Term Rental shall be permitted only where the established use is permitted in the zoning district.
- 2. No Type 1 Short Term Rental shall be located within five hundred feet of another Type 1 Short Term Rental, measured in a straight line from property line to property line.
- 3. Type 2 Short Term Rentals shall consist of no more than ten percent of the total number of units. Multifamily dwellings with less than ten units shall be allowed one unit for a Type 2 Short Term Rental use.
- 4. Type 1 and Type 2 Short Term Rentals shall be considered lawfully in existence for the purpose of determining nonconforming use rights if all of the following criteria are met:
 - (a) The applicant shall demonstrate operating the specific property as such prior to the effective date of this ordinance;
 - (b) Current compliance with payment of the City of El Paso's Hotel Occupancy Tax within thirty (30) days of the effective date of this ordinance. All other provisions of 20.22 of the El Paso City Code shall be applicable;
 - (c) This nonconforming use is subject to the applicable standards, including but not limited to termination, under Section 20.22.030 (Nonconforming Uses) of this Code.

2

- 5. No signage shall be permitted for a Short Term Rental.
- 6. Noise levels shall be in compliance with Chapter 9.40 of the El Paso City Code.
- 7. Required parking shall be compliant with the applicable standards found in Appendix C Section 20.14.050 of this Code.

SECTION 4. That Title 20 (Zoning), Chapter 20.14 (Off-street parking, loading and storage standards), Section 20.14.050 (Parking requirements and standards), Subsection C, Table of parking requirements and standards: Appendix C (Table of parking requirements and standards) be amended to add new rows as follows:

Add rows as follows:

13.00	Residential		oile & Light ruck	Bicycle	Heavy Truck	Gravel Scre	een Parking	
	_	Minimum	Maximum		Trailer	Required	Notes	
13.34	Type 1 Short	2/dwelling u	•	None	None	Allowed	2H	
	Term Rental	1/accessory	dwelling unit					
13.35	Type 2 Short	2/dwelling ι	unit	Note 3	None	Allowed	2C	
13.33	Term Rental	z/uwening t		NOLE 5	NUTE	Anoweu	20	

SECTION 5. Except as herein amended Title 20 (Zoning) of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2023.

THE CITY OF EL PASO

ATTEST:

Oscar Leeser, Mayor

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell Abeln Assistant City Attorney

ORDINANCE NO. 22-1007-2989 | 1208858 Title 20 Amendment - Short Term Rentals RTA

APPROVED AS TO CONTENT:

Philip Eive Philip F. Etiwe, Director Planning & Inspections Department

3

Title 20 Redlines – Short Term Rentals

20.02.870.5 Short Term Rental, Type 1. "Type 1 Short Term Rental" means a single-family detached dwelling, singlefamily attached dwelling, accessory dwelling unit, or two-family dwelling unit where sleeping areas are rented to overnight guests for a period of less than 30 days, but not less than 12 hours and there are no employees on-site. The Type 1 Short Term Rental shall be located on a parcel with a unique property identification number.

20.02.870.6 Short Term Rental, Type 2. "Type 2 Short Term Rental" means a multifamily dwelling where sleeping areas are rented to overnight guests for a period of less than 30 days, but not less than 12 hours and there are no employees on-site.

20.02.122 - Bed and breakfast establishment. "Bed and breakfast establishment" means a building or portion thereof, other than a hotel, motel or boardinghouse, where, for compensation, eight or fewer rooms are offered as temporary lodging and only breakfast is offered to the registered guest(s) where the owner and an employee are present on-site.

20.10.552 Short Term Rental. Where permitted, a Short Term Rental shall comply with the following standards: 1. A Short Term Rental shall be permitted only where the established use is permitted in the zoning district.

2. No Type 1 Short Term Rental shall be located within five hundred feet of another Type 1 Short Term Rental, measured in a straight line from property line to property line.

3. Type 2 Short Term Rentals shall consist of no more than ten percent of the total number of units. Multifamily dwellings with less than ten units shall be allowed one unit for a Type 2 Short Term Rental use.

4. Type 1 and Type 2 Short Term Rentals shall be considered lawfully in existence for the purpose of determining nonconforming use rights if all of the following criteria are met:

(a) The applicant shall demonstrate operating the specific property as such prior to the effective date of this ordinance;

(b) Current compliance with payment of the City of El Paso's Hotel Occupancy Tax within thirty (30) days of the effective date of this ordinance. All other provisions of 20.22 of the El Paso City Code shall be applicable;
(c) This nonconforming use is subject to the applicable standards, including but not limited to termination, under Section 20.22.030 (Nonconforming Uses) of this Code.

5.No signage shall be permitted for a Short Term Rental.

6.Noise levels shall be in compliance with Chapter 9.40 of the El Paso City Code.

7.Required parking shall be compliant with the applicable standards found in Appendix C Section 20.14.050 of this Code.

Appendix A

	Use						Re	eside	ntial								Co	omme	ercial			Man	ufactu	iring							Spec	ial Pu	rpose	•						Supplemental Standards	Accessory Uses Permitted to
		R-1 R-2	R-24	R-3	R-3A	R-4	R-5	RMH	A-1	A-2	A-3	A-4	A-0	A-3/0	A-M	C-OF	с-1	C-2	с-з	C-4	C-5 C	а м-	1 M-2	м-з	R-F	PMD****	S-D**	U-P*	* P-R I	* P-R II	** P-(С** Р	u** :	SRR**	R-MU**	G- MU**	I-MU*	* NO	s uri		Specific Use
13.00 Resi	idential																																								
	Type 1 Short term rental	P P	Ρ	Ρ	Ρ	Ρ	Ρ	х	Ρ	Р	Ρ	Ρ	Ρ	Ρ	Ρ	х	Ρ	Ρ	Ρ	Ρ	р)	< x	х	х	Ρ	D	Ρ	D	Ρ	Ρ	3	х	х	Ρ	z	z	х	х	х	20.10.552	
13.37	Type 2 short term rental	x x	х	х	х	х	х	х	Ρ	Ρ	Ρ	Ρ	Ρ	Ρ	Ρ	х	Ρ	Ρ	Ρ	Ρ	P)	(X	х	х	х	D	Ρ	D	Ρ	Р	3	х	х	Ρ	z	Z	х	х	х	20.10.552	

Appendix C

13.00	<u>Residential</u>		oile & Light ruck	Bicycle	Heavy Truck	Gravel Screen Parking					
		Minimum	<u>Maximum</u>		<u>Trailer</u>	Required	Notes				
<u>13.34</u>	Type 1 Short	2/dwelling u		None	None	Allowed	<u>2H</u>				
15.54	Term Rental	1/accessory	dwelling unit	<u>None</u>	None	Allowed	211				
<u>13.35</u>	Type 2 Short	2/dwelling u	unit	Note 3	None	Allowed	<u>2C</u>				
13.33	Term Rental	2/uwening u		NOLE 5	None	Allowed	20				



Legislation Text

File #: 22-1569, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Tony De La Cruz, (915) 212-1589

AGENDA LANGUAGE:

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

An Ordinance amending Title 5 (Business License and Permit Regulations), to create Chapter 5.19 (Short Term Rentals) and subsections thereafter in the El Paso City Code relating to the permitting and registration requirement for short term rentals within the City of El Paso; the penalty as provided in 5.19.110 of the El Paso City Code.

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

AGENDA DATE:December 6, 2022PUBLIC HEARING DATE:January 17, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Tony De La Cruz, (915) 212-1589

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection process 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance amending Title 5 (Business License and Permit Regulations), to create Chapter 5.19 (Short Term Rentals) and subsections thereafter in the El Paso City Code relating to the permitting and registration requirement for short term rentals within the City of El Paso; the penalty as provided in 5.19.110 of the El Paso City Code.

BACKGROUND / DISCUSSION:

This item is considering amendments to Title 5 (Business License and Permit Regulations) of the El Paso City Code, by creating Chapter 5.19 (Short Term Rentals) and its associated subsections to add; definitions, application requirements, duration of permit, general standards and enforcement standards for Short Term Rental uses. An item proposing amendments to El Paso City Code Title 20 (Zoning) is accompanying this item.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES <u>NO</u>

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division **SECONDARY DEPARTMENT:** N/A

Philip Tiwe

DEPARTMENT HEAD:

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS), TO CREATE CHAPTER 5.19 (SHORT TERM RENTALS) AND SUBSECTIONS THEREAFTER IN THE EI PASO CITY CODE RELATING TO THE PERMITTING AND REGISTRATION REQUIREMENTS FOR SHORT TERM RENTALS WITHIN THE CITY OF EL PASO; THE PENALTY AS PROVIDED IN 5.19.110 OF THE EL PASO CITY CODE

WHEREAS, Title 5 (Business License and Permit Regulations), of the El Paso City Code was adopted to promote the health, safety, morals and general welfare of the community; and,

WHEREAS, the purpose of this addition is to establish permitting and registration requirements to protect, the health, safety, and welfare of occupants of short-term rental properties, and protect the integrity of the neighborhoods in which short term rental properties operate; and,

WHEREAS, the City Council after a public hearing has determined this amendment is in the best interest of the public and will promote the public health, safety, and welfare of the City.

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

SECTION 1. That Title 5 (Business License and Permit Regulations), Chapter 5.19 (Short Term Rentals) of the El Paso City Code be amended to add the following sections:

5.19.010 Purpose.

The purpose of this article is to establish regulations to protect, the health, safety and welfare of occupant(s) of short-term rental properties, and to protect the integrity of the neighborhoods in which short-term rental properties operate.

5.19.020 - Definitions.

As used in this chapter, the following words and terms shall have the meanings ascribed in this section, unless the context of their usage clearly indicates another meaning

Occupant(s) means the person(s) who have lawfully obtained the exclusive use and possession of the short-term rental property or portion thereof from its operator, and the guest(s) of such person(s).

Operator means any person who operates a short-term rental, as defined in this article. For purposes of this chapter, a lessee of a unit, when expressly permitted in writing by owner, may serve as operator of a short-term rental.

ORDINANCE NO. _____ 22-1007-2989 | 1217140 Title 5- Short Term Rental RTA *Owner* means the person or persons who hold title to or leases property for the purpose of operating a short-term rental, including any lien holder or any other person with a financial interest in the short-term rental.

Owner occupied means a property owner, as reflected in title records, who makes his or her legal residence at the site or in the unit, as evidenced by homestead exemption, voter registration, vehicle registration, or similar means.

Operator occupied means a property lessee, as reflected in a valid lease agreement, and with the express permission of the property owner, who makes his or her legal residence at the site or in the unit, as evidenced by voter registration, vehicle registration, or similar means.

"*Registered agent*" means the person identified by the owner of the short-term rental, as the 24-hour operator, in the registration filed pursuant to this chapter that is authorized to receive on behalf of the owner any legal process and/or notice required or provided for in this chapter.

Short-term rental shall be as defined in Title 20 of the El Paso City Code.

Short-term rental permit means the permit issued by the city that identifies; the subject property as a lawful short-term rental, the short-term rental permit number, the names and contact information of the owner, operator, and agent if applicable, and 24-hour emergency contact phone for at least one of the preceding.

Sleeping area means a room within a dwelling designed or used for sleeping, including a bedroom. Tents, hammocks, recreational vehicles and/or other vehicles and outdoor areas shall not be considered a sleeping area.

5.19.030. Authority of the director.

The Director of the Planning and Inspections Department (the "Director") shall implement and enforce this chapter and may by written order establish such procedures, not inconsistent with this chapter or other city ordinances, rules, or regulations, or any county, state, or federal laws or regulations, as the director determines are necessary to discharge any duty under this chapter.

5.19.040. Permit required.

- (a) No short-term rental shall operate within the City of El Paso without a current valid short-term rental permit.
- (b) All individual units having cooking, sleeping, and bathing facilities, within common buildings, regardless of ownership, shall require a separate, individual permit for each unit intended to be used as a short-term rental.

5.19.050. Short-term rental permit.

(a) *Application*. Application for a short-term rental permit shall be made either in writing or electronically. Upon submission of a complete application, the Director of the Planning and Inspections Department, or his designee, shall determine whether a unit is to be considered a (Type 1) or (Type 2). Application for a short-term rental permit shall be accompanied by a one-time application fee as prescribed by the FY Schedule C in effect on the permit submittal and shall, at a minimum, include the following information:

- (1) A list of all owners, operators, and agents (if applicable) of the short-term rental including names, addresses, current email address(es) of owner/operator, and telephone numbers.
- (2) A site plan identifying the location of the available parking spaces as required by Title 20, Appendix C -Table of parking requirements.
- (3) A floor plan, which identifies sleeping areas with size and location of emergency escape and rescue opening, proposed maximum number of guests, evacuation route(s), and location of fire extinguisher(s).
- (4) The name, address and 24-hour telephone numbers of a contact person, who is the owner, operator, or designated agent and who shall be responsible and authorized to respond to complaints concerning the use of the short-term rental.
- (5) Written confirmation from the City of El Paso Office of the Comptroller showing proof of registration for Hotel Occupancy Tax collection will be need to be provided before permit is granted.
- (6) A sworn, self-certification that the owner of the short-term rental has met and will continue to comply with the standards and other requirements of this article including, but not limited to: maintenance of insurance coverage of the unit or portions thereof in accordance with this article and obtaining annual independent inspections of required fire extinguishers in compliance with the city's current fire code.
- (b) *Completeness of application*. Applications shall not be considered complete until all documentation required under this chapter has been submitted, and until the full application and permit fees have been paid. Incomplete applications will not be accepted.
- (c) *Acknowledgement by applicant*. In connection with submission of the application, each applicant shall acknowledge that any permit granted by director under this article does not supersede any property-specific restrictions against short-term rentals that may exist under law, agreement, lease, covenant or deed restriction.

5.19.060. Expiration and renewal of permit.

- (a) Unless revoked by director earlier pursuant to this article, a permit to operate a short-term rental expires, as follows:
 - (1) (Type 1) permits expire one (1) year after the date of issuance
 - (2) (Type 2) permits expire one (1) year after the date of issuance
- (b) A permit holder shall apply for renewal prior to the expiration of the permit on a form provided by the department. The permit holder shall update the information contained in the original permit application required under section 5.19.050 of this chapter or any subsequent renewals under this section, if any of the information has changed. The permit holder shall sign a statement affirming that there is either no change in the information contained on the original permit application and any subsequent renewal applications, or that any information that has been updated is accurate and complete. Complete applications for renewal received

after the expiration of a current permit shall be treated as applications for a new permit, as described in section 5.19.050.

- (c) The director shall follow the procedures set forth in this chapter when determining whether to renew a permit.
- (d) The fee for the renewal of a permit to operate a short-term rental shall be as prescribed by the FY Schedule C in effect on the permit submittal

5.19.070. Non-transferability.

A permit to operate a short-term rental is not transferable to another owner, operator, unit or location.

5.19.080 Types.

- (1) Short Term Rental, Type 1. "Type 1 Short Term Rental" means a single-family detached dwelling, single-family attached dwelling, accessory dwelling unit, or two-family dwelling unit where sleeping areas are rented to overnight guests for a period of less than 30 days, but not less than 12 hours and there are no employees on-site. The Type 1 Short Term Rental shall be located on a parcel with a unique property identification number.
- (2) Short Term Rental, Type 2. "Type 2 Short Term Rental" means a multifamily dwelling where sleeping areas are rented to overnight guests for a period of less than 30 days, but not less than 12 hours and there are no employees on-site.

If a permit for a short-term rental meets the requirements for renewal under section 5.19.060 (Expiration and renewal of permit) and the property received a city-issued notice of violation related to the life, health, or public safety of the structure, the property is subject to an inspection by the building official to determine if the structure poses a hazard to life, health, or public safety.

5.19.090. General standards.

All short-term rentals permitted pursuant to this chapter are subject to the following standard requirements:

- (a) Occupancy. To avoid overcrowding in short term rentals, the maximum number of persons allowed to reside in a short-term rental shall be calculated in accordance with Section 404.4.1 (Room area) of the City of El Paso Property Maintenance Code.
 - a. Every space that will be utilized as a bedroom shall contain no less than 70 square feet and;
 - b. Every bedroom to be occupied by more than one person shall contain not less than 50 square feet of floor area for each occupant.
- (b) *Parking*. Shall comply with City Code Title 20, Chapter 20.14 and Appendix C Table of Parking Requirements and Standards. Parking spaces on public right-of way shall not be

RTA

permitted to be utilized to meet the minimum parking requirements. The yard(s) shall not be utilized to provide the necessary parking.

- (c) *Insurance*. The applicants shall keep, at a minimum, an insurance policy sufficient for personal injury liability of guests.
- (d) *Life safety*.
 - (1) Short-term rentals and structures where they are located shall conform to all applicable city-adopted codes, regulations, and ordinances.
 - (2) A 2A:10B:C type fire extinguisher (a standard five-pound extinguisher) shall be properly mounted within seventy-five (75) feet of all portions of the short-term rental on each floor.
 - (3) Smoke and carbon monoxide detectors shall be installed and conform to all applicable city-adopted codes, regulations, and ordinances.
 - (4) Every sleeping area shall have at least one operable emergency escape and rescue opening per all applicable city-adopted codes, regulations, and ordinances.
 - (5) An evacuation plan shall be posted conspicuously in each unit or permitted sleeping area.
 - (6) Every bedroom/sleeping area in a short-term rental that does not comply with this section shall not be used as a sleeping area and where equipped with a door, shall remain locked at all times when the dwelling is being used as a short-term rental. Such a non-compliant sleeping area shall not be included in the maximum occupancy calculation as defined by the City Of El Paso Property Maintenance Code for the short-term rental. The owner/operator shall notify every occupant, in writing, that the non-compliant sleeping area may not be used for sleeping.
- (d) Conduct on premises.
 - (1) Short-term rental operators shall be responsible for informing their occupants of all relevant city codes and occupants' liability for violations of same.
 - (2) Excessive noise or other disturbance outside the short-term rental is prohibited per Title 9, Chapter 9.16 and Chapter 9.40 of the City Code. This includes, but is not limited to, decks, portals, porches, balconies, patios, hot tubs, pools, saunas or spas.
 - (3) No overnight sleeping outdoors or outdoor sleeping spaces for rent.
- (e) Signage.
 - (1) Signage shall be in compliance with Title 20, Chapter 20.18, of the City Code as well as any design, design review, and/or approval requirements for the zoning district in which the property is located.
 - (2) All advertisements, including online or proprietary (website, app, or other technology) will include the short-term rental permit number within the description or body for public reference.
- (f) *Tenant indoor notification*. The operator shall post in a conspicuous location of the dwelling the following minimum information:

ORDINANCE NO.

22-1007-2989 | 1217140 Title 5- Short Term Rental RTA

- (1) Maximum number of occupants.
- (2) Location of required off-street parking, other available parking and prohibition of parking on landscaped areas.
- (3) Quiet hours and noise restrictions as applicable per Title 9, Chapter 9.16 and Chapter 9.40 of the El Paso City Code.
- (4) Restrictions of outdoor facilities.
- (5) Twenty-four-hour contact person and phone number.
- (6) Property cleanliness requirements.
- (7) Trash pick-up requirements, including location of trash cans.
- (8) Flooding hazards and evacuation routes.
- (9) Emergency numbers.
- (10) Notice that failure to conform to the occupancy and parking requirements is a violation of the City Code and occupant or visitor can be cited.
- (11) Short-term rental permit, health department permit, and/or any other required permits, if applicable.
- (12) Hotel occupancy tax registration.
- (g) *Hotel occupancy tax*. Owner or operator must remit all applicable state, county, and city hotel occupancy taxes in a timely manner, pursuant to applicable laws and this article.

5.19.100. Inspections.

To ensure continued compliance with the requirements of this section a short-term rental may be inspected in the following methods:

(a) Inspections upon complaint or suspicion of a violation. The city may perform inspections when a violation is reported or suspected in accordance with established code enforcement procedures.

5.19.110. Enforcement/penalty.

- (a) A person commits an offense under this chapter if that person owns or operates a short-term rental in the city without a valid permit.
- (b) Emergency contact. The owner/operator of the short-term rental shall provide the city with a 24-hour contact number for the operator or a designated agent per section 5.19.050, and shall provide timely updates to city of any changes thereto. Should a law enforcement officer respond to the short-term rental and issue a citation for any violation of city ordinances, the operator or their agent shall be called by the officer. The operator or their agent shall attempt to contact the occupants within one hour of the call to address the occupants about the complaints. Should a second complaint be filed and citation issued to any part of the occupants or guests, the owner/operator must take appropriate steps, in accordance with the

individual rental agreement, to assure future complaints do not occur. Failure to provide updated information to the city regarding designated agent or responsible party shall be a violation of this section.

- (c) Short-term rental permits shall be revoked if three (3) or more confirmed citations are issued at a permitted property within any six (6) month period, whether issued to the operator or any occupants.
- (d) Violation of any section of this article shall constitute an offense resulting in permit revocation in accordance with subsection 5.19.120, revocation procedures.
- (e) Failure to timely pay any applicable hotel occupancy tax is a violation of this section, and shall result in permit revocation if arrearage is not paid within ninety (90) days of the issuance of a delinquency notice, in accordance with subsection 5.19.120, suspension and revocation procedures.
- (f) Failure to successfully complete the renewal process of a short-term rental permit is considered a violation of this section.
- (g) The provisions of this subsection are in addition to and not in lieu of any criminal prosecution or penalties as provided by city ordinances, county, or state law.
- (h) Violation of the terms and conditions of a short-term rental permit under this chapter shall be punishable by a fine of not less than two hundred dollars (\$200.00) but not more than five hundred dollars (\$500.00) per occurrence. Penalties for other violations of the city code shall be as applicable. Each day a violation of this chapter continues shall be considered a separate offense. Each day that a unit is occupied in violation of this chapter shall be considered a separate offense, and, upon conviction, shall be subject to a minimum fine of two hundred dollars (\$200.00) to a maximum fine of five hundred dollars (\$500.00) per violation, per day.
- (i) For each day any violation of this chapter occurs it shall constitute a separate offense and is separately punishable, but may be joined in a single prosecution.

5.19.120. Suspension and Revocation procedures.

The director is authorized to suspend or revoke a short-term rental permit issued under the provisions of this chapter wherever the permit is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building, structure, unit, or portion thereof is in violation of any ordinance or regulation or any of the provisions of this chapter. In addition, if any violations have been committed and not corrected within the time specified, the director shall begin the procedures to revoke the short-term rental permit in accordance with the following:

- (a) The director shall give written notice to the owner/operator regarding the revocation.
- (b) If a short-term rental permit is revoked, the owner/operator may not reapply for the same property for a period of twelve (12) months.

5.19.130. Appeals of denial, suspension and revocation.

A. If the director denies issuance or renewal of a permit or suspends or revokes a permit issued under this chapter, the action is final unless the permit holder files a written appeal within ten (10) business days as provided in Section 5.01.090 of the El Paso City Code.

b. Notwithstanding Section 5.01.090 of the El Paso City Code, the city manager or designee's decision is subject to review by the city council. The applicant may appeal the decision of the city manager or designee to the city council by submitting a written appeal to the city clerk within ten days of the city manager or designee's decision. Within ten days after receiving the appeal, the city clerk shall notify the appellant of the time and place of the hearing before city council, which shall be as soon as practicable, but no longer than thirty days after receipt by the city clerk of the written appeal. The city council shall affirm, reverse, or modify the decision of the city manager or designee. The decision of the city council shall be final.

5.19.140. Other restrictions on use of premises.

This chapter does not create any right to operate a short-term rental in violation of any lease, license, deed restriction, covenant, easement, or other legal encumbrance. Unless expressly authorized by the city, any property which has received a city housing incentive is ineligible to receive a permit to operate a short-term rental during the period of time that the property owner (or third-party beneficiary, as the case may be) is eligible to receive a city housing incentive.

SECTION 2. Except as herein amended Title 5 (Business License and Permit Regulations), Chapter 5.19 (Short Term Rentals) of the El Paso City Code shall remain in full force and effect.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

THE CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

For Russell Abeln Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Eiwe Philip F. Etiwe, Director

Planning & Inspections Department

ORDINANCE NO. 22-1007-2989 | 1217140 Title 5- Short Term Rental RTA



Legislation Text

File #: 22-1556, 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, Araceli Guerra, (915) 212-1401

AGENDA LANGUAGE:

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

An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.64 (City Employees' Pension Fund), Section 2.64.190 (Contributions), subsection (a) of the El Paso City Code, to allow the City to make the required employee participant contributions on behalf of the City Manager as agreed to by contract.

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

DEPARTMENT: Human Resources Department

AGENDA DATE: December 6, 2022

PUBLIC HEARING DATE: December 13, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Robert Cortinas – CFO/DCM – 915-212-1067

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: #5 – Promote transparent and consistent communication amongst all members of the community. #6 – Set the standard for sound governance and fiscal management

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.64 (City Employees' Pension Fund), Section 2.64.190 (Contributions), subsection (a) of the El Paso City Code, to allow the City to make the required employee participant contributions on behalf of the City Manager as agreed to contract.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

As per Council direction on August 23, 2022, this Ordinance amending the City Code will allow the City to make the required employee participant contributions to the pension fund that the City Manager would otherwise be required to make. This action was taken in response to the City Manager's updated employment contract.

PRIOR COUNCIL ACTION:

On August 23, 2022, City Council passed a Motion to approve amendments to the City Manager's Contract, which included that the City pay the employee's portion of the contribution under the City's Pension Plan.

AMOUNT AND SOURCE OF FUNDING:

N/A

DEPARTMENT HEAD:

nel Crert

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

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.64 (CITY EMPLOYEES' PENSION FUND), SECTION 2.64.190 (CONTRIBUTIONS), SUBSECTION (A) OF THE EL PASO CITY CODE, TO ALLOW THE CITY TO MAKE THE REQUIRED EMPLOYEE PARTICIPANT CONTRIBUTIONS ON BEHALF OF THE CITY MANAGER AS AGREED TO BY CONTRACT.

WHEREAS, on October 7, 2022, the City Manager and the City of El Paso executed the Second Amendment to the Amended and Restated Employment Agreement (the "Second Amendment"); and

WHEREAS, paragraph 4 of the Second Amendment requires that the City amend the provisions of the Pension Plan to cause the City to make the mandatory employee participant contributions to the Pension Plan that the City Manager would otherwise be required to make, up to the maximum extent allowed by law; and

WHEREAS, it is required that City Code section 2.64.190(A) be amended to allow the Pension Plan amendment agreed upon by the parities to the Second Amendment.

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

<u>Section 1</u> That Title 2 (Administration and Personnel), Chapter 2.64 (City Employees' Pension Fund), Section 2.64.190 (Contributions), Subsection (A) be revised to read as follows, and subsection (A)(1) shall remain unchanged:

Chapter 2.64 – CITY EMPLOYEES' PENSION FUND

2.64.190 – Contributions.

(A) Beginning on the first full pay period after May 1, 2007, every person who is a fund participant shall contribute thereto, on a pre-tax basis, 7.75 percent of his salary or wages. The city and all other employers whose employees are permitted to participate in the fund, shall contribute an amount equal to 11.65 percent of the salary or wages of their respective employees who contribute to the fund, subject to subsection A.1. of this section. Provided however, for each of the four consecutive city fiscal years beginning with Fiscal Year 2012 starting on September 1, 2011, participant contributions of their salaries or wages shall increase annually by 0.30 percent, and the contributions of the city and of other permitted employers shall increase annually by 0.60 percent. Such increases shall begin with the first full pay period after September 1 st of each applicable year, and thereafter, shall remain at the level reached in September 2014. Notwithstanding the other provisions of this subsection A, pursuant to the terms of a certain agreement executed by the city and an executive on October 7, 2022, and effective as of the date set forth in such agreement, and so long as the agreement is in effect, the executive shall be relieved of the obligation to make employee participant contributions to the fund, and the employee participant contributions the executive would have otherwise been obligated to make shall instead be made by the city on the executive's behalf and shall be subject to all other plan provisions that apply to such employee participant contributions, excepting only the provisions of Section 2.64.500. The provisions of the prior sentence shall not affect the executive's entitlement to additional city contributions made under the second sentence of this subsection A.

<u>Section 2</u>. Except as expressly herein amended, Title 2 (Administration and Personnel), of the El Paso City Code shall remain in full force and effect, including but not limited to Subsections 2.64.190(A)(1) and 2.64.190(B) through (F).

ADOPTED this _____ day of _____, 2022.

THE CITY OF EL PASO

ATTEST:

Oscar Leeser Mayor

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Kristen L. Hamilton-Karam Senior Assistant City Attorney

APPROVED AS TO CONTENT:

ncel

Araceli Guerra, Managing Director Human Resources Department



Legislation Text

File #: 22-1536, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

The linkage to the strategic plan is subsection 7.2 - Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life.

Award Summary:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to TE of El Paso, LLC., the sole and authorized distributor for the 2023 -0168 Autocar Proprietary Parts and Service, for a term of three (3) years for an estimated amount of \$675,000.00, with a stipulation that TE of El Paso, LLC. provides an updated sole source letter and affidavit each year. This contract will allow the purchase of Autocar Proprietary Parts and Service for the Fleet Division.

Contract Variance:

N/A

Department:	Streets and Maintenance
Vendor:	TE of El Paso, LLC
	El Paso, TX
Initial Term:	3 Years
Annual Estimated Award:	\$225,000.00
Total Estimated Award:	\$675,000.00 (3 Years)
Account No.:	532 - 3600 - 531210 - 37020 - P3701 (Parts)
	532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source:	Internal Service Fund

File #: 22-1536, Version: 1

District(s):	All

This is a Sole Source contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to TE of El Paso, LLC, the sole and authorized distributor.

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

AGENDA DATE:	December 6, 2022
PUBLIC HEARING DATE:	Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

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

DISTRICT(S) AFFECTED: All

- STRATEGIC GOAL: No. 7 Enhance and Sustain El Paso's Infrastructure Network
- **SUBGOAL:** 7.2 Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life

SUBJECT:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to TE of El Paso, LLC., the sole and authorized distributor for the 2023-0168 Autocar Proprietary Parts and Service, for a term of three (3) years for an estimated amount of \$675,000.00, with a stipulation that TE of El Paso, LLC. provides an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:

This contract will allow the purchase of Autocar Proprietary Parts and Service for the Fleet Division.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST N/A

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$675,000.00 Funding Source: Internal Service Fund Account: 532 – 3600 – 531210 – 37020 – P3701 (Parts) 532 – 3600 – 531250 – 37020 – P3701 (Service)

2023-0168 Autocar Proprietary Parts and Service

PRIMARY DEPARTMENT: Streets & Maintenance SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

*****	************************REQUIRED AUTHOR	IZATION*****************
DEPARTMENT HEAD:	11/1	0
Richard J.	Bristol, Streets & Maintenance Dire	il- l-by

COUNCIL PROJECT FORM (SOLE SOURCE)

Please place the following item on the REGULAR agenda for the Council Meeting of December 6, 2022.

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

The linkage to the strategic plan is subsection 7.2 – Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life.

Award Summary:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to TE of El Paso, LLC., the sole and authorized distributor for the 2023-0168 Autocar Proprietary Parts and Service, for a term of three (3) years for an estimated amount of \$675,000.00, with a stipulation that TE of El Paso, LLC. provides an updated sole source letter and affidavit each year. This contract will allow the purchase of Autocar Proprietary Parts and Service for the Fleet Division.

Contract Variance:

N/A

Department:	Streets and Maintenance
Vendor:	TE of El Paso, LLC
	El Paso, TX
Initial Term:	3 Years
Annual Estimated Award:	\$225,000.00
Total Estimated Award:	\$675,000.00 (3 Years)
Account No.:	532 – 3600 – 531210 – 37020 – P3701 (Parts)
	532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source:	Internal Service Fund
District(s):	All

This is a Sole Source contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to TE of El Paso, LLC, the sole and authorized distributor.



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

- 1. My name is <u>Dustin Smith</u>. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
- 2. I am an authorized representative of the following company or firm: TE El Paso, LLC
- 3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): Autocar
- 4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
- 5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
- 6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.

Signature

SUBSCRIBED AND SWORN to before me on this $\frac{18}{1000}$	_day of
SUSANA LOPEZ Notary ID #128952114 My Commission Expires April 11, 2024	NOTARY PUBLIC Susana Lopez PRINTED NAME ADCIL LL 2024 MY COMMISSION EXPIRES

COMPANY NAME: TE El Paso, LLC	
ADDRESS, CITY, S TATE & ZIP CODE 13675 Gateway Wes	st
045 050 4404	FAX NUMBER:
CONTACT NAME AND TITLE: Dustin Smith- Controller	
WEB ADDRESS:	EMAIL: dustin.smith@doggett.com
FEDERAL TAX ID NUMBER: 84-2565460	TEXAS SALES TAX NUMBER:



October 11, 2022

To: Whom it may concern,

The purpose of this letter is to assure those it may concern that Truck Enterprises of El Paso is the exclusive and only provider of Autocar service parts in the El Paso marketplace.

If there are any questions concerning this statement regarding Autocar service parts availability in El Paso, please have those parties with questions contact me directly.

Respectfully,

Bill House

Director of Dealer Sales

Autocar LLC/ GVW Parts

PH: 630-414-6366



Legislation Text

File #: 22-1507, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Police, Assistant Chief Peter Pacillas, (915) 212-4302

AGENDA LANGUAGE:

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

An Ordinance amending Title 13 (Streets, Sidewalks and Public Places), Chapter 13.34 (Picketing), Section 13.34.020 (Notice of Intent to Picket) to add exceptions and spontaneous events; Chapter 13.34 (Picketing), Section 13.34.030 (Receipt of Notification) to delete and reserve; Chapter 13.34 (Picketing), Section 13.34.050 (Violation) to delete and reserve; Chapter 13.36 (Parades and Public Assemblies) to amend chapter title to 'Parades;' Chapter 13.36 (Parades and Public Assemblies), Section 13.36.010 (Definitions) to delete 'Demonstration' and 'Public Assembly' from definitions; Chapter 13.36 (Parades and Public Assemblies), Section 13.36.020 (Permit Required) to add spontaneous event exception; Chapter 13.36 (Parades and Public Assemblies), Section 13.36.100 (Violation - Penalty) to remove the term 'Public Assembly from violations; Chapter 13.38 (Special Events), Section 13.38.020 (Definitions) to remove Picketing, Demonstrating, Parades, and Public Assembly from the definition of 'Special Events;' the penalty as provided in Section 13.36.100 and 13.38.110 of the City Code.

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

AGENDA DATE: 11/22/22

PUBLIC HEARING DATE: 12/06/22

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Peter Pacillas, 915-212-4302

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2-Set the Standard for a Safe and Secure City

SUBGOAL: 2.1-Maintain standing as one of the nation's top safest cities.

SUBJECT:

An Ordinance amending Title 13 (Streets, Sidewalks and Public Places), Chapter 13.34 (Picketing), Section 13.34.020 (Notice of Intent to Picket) to add exceptions and spontaneous events; Chapter 13.34 (Picketing), Section 13.34.030 (Receipt of Notification) to delete and reserve; Chapter 13.34 (Picketing), Section 13.34.050 (Violation) to delete and reserve; Chapter 13.36 (Parades and Public Assemblies) to amend chapter title to 'Parades;' Chapter 13.36 (Parades and Public Assemblies), Section 13.36.010 (Definitions) to delete 'Demonstration' and 'Public Assembly' from definitions; Chapter 13.36 (Parades and Public Assemblies), Section 13.36.020 (Permit Required) to add spontaneous event exception; Chapter 13.36 (Parades and Public Assemblies), Section 13.36.020 (Permit Required) to add spontaneous event exception; Chapter 13.36 (Parades and Public Assemblies), Section 13.36.020 (Definitions) to remove the term 'Public Assembly from violations; Chapter 13.38 (Special Events), Section 13.38.020 (Definitions) to remove Picketing, Demonstrating, Parades, and Public Assembly from the definition of 'Special Events;' the penalty as provided in Section 13.36.100 and 13.38.110 of the City Code.

BACKGROUND / DISCUSSION:

Proposed ordinance amendments to Chapter 13.34 Picketing, Chapter 13.36 Parades and Public Assemblies, and Chapter 13.38 Special Events of the City Code.

PRIOR COUNCIL ACTION:

Ordinance amendment was originally posted in September 2022; was deleted for additional amendments and briefing with Council members.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?

PRIMARY DEPARTMENT: Police SECONDARY DEPARTMENT: City Attorney's Office

DEPARTMENT HEAD: Chief Gregory K. Allen

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

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 13 (STREETS, SIDEWALKS AND PUBLIC PLACES), CHAPTER 13.34 (PICKETING), SECTION 13.34.020 (NOTICE OF INTENT TO PICKET) TO ADD EXCEPTIONS AND SPONTANEOUS EVENTS; CHAPTER 13.34 (PICKETING), SECTION 13.34.030 (RECEIPT OF NOTIFICATION) TO DELETE AND RESERVE; CHAPTER 13.34 (PICKETING), SECTION 13.34.050 (VIOLATION) TO DELETE AND RESERVE; CHAPTER 13.36 (PARADES AND PUBLIC ASSEMBLIES) TO AMEND CHAPTER TITLE TO 'PARADES;' CHAPTER 13.36 (PARADES AND PUBLIC ASSEMBLIES) SECTION 13.36.010 (DEFINITIONS) **'PUBLIC** TO DELETE **'DEMONSTRATION'** AND ASSEMBLY' FROM **DEFINITIONS; CHAPTER 13.36 (PARADES AND PUBLIC ASSEMBLIES), SECTION** 13.36.020 (PERMIT REQUIRED) TO ADD SPONTANEOUS EVENT EXCEPTION; CHAPTER 13.36 (PARADES AND PUBLIC ASSEMBLIES), SECTION 13.36.100 (VIOLATION – PENALTY) TO REMOVE THE TERM 'PUBLIC ASSEMBLY' FROM VIOLATIONS; CHAPTER 13.38 (SPECIAL EVENTS), SECTION 13.38.020 (DEFINITIONS) TO REMOVE PICKETING, DEMONSTRATING, PARADES, AND PUBLIC ASSEMBLY FROM THE DEFINITION OF 'SPECIAL EVENTS'; THE PENALTY AS PROVIDED IN SECTION 13.36.100 AND 13.38.110 OF THE CITY CODE.

WHEREAS, the City of El Paso has a significant governmental interest in the preservation of an individual's right to exercise his or her First Amendment right of free speech and the City recognizes that public sidewalks, roadways, streets and parks are traditional public forums in which expressive activity occurs; and

WHEREAS, the City of El Paso has a significant governmental interest in protecting the health, safety, and welfare of the general public and preserving the public order while preserving traditional public forums; and

WHEREAS, the City of El Paso has a significant governmental interest in maintaining the free flow of traffic on public roadways, streets and sidewalks, preserving access to public places and buildings and protecting property; and

WHEREAS, the City of El Paso may impose reasonable and constitutional regulations for the use of public roadways, streets, sidewalks, and parks during a public assembly to further the abovereferenced governmental interests, without regard to the purpose or content of the message but to preserve the public peace and to avoid unreasonable conflicts with other legitimate use of such property; and

WHEREAS, the City Council of the City of El Paso finds that the regulations established herein serve compelling governmental interests and they are narrowly drawn to achieve those interests.

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

<u>Section 1</u>. That Title 13 (Streets, Sidewalks and Public Parades), Chapter 13.34 (Picketing), Section 13.34.020 (Notice of Intent to Picket), is hereby amended to read as follows:

Section 13.34.020 Notice of intent to picket, Exceptions.

- A. It shall not be an offense to picket on a City street, sidewalk, or other public way, or in a City park, without having provided notice.
- B. The organizer of a picket that the organizer knows, or should reasonably know will be attended by a group of fifty or more individuals are encouraged to give notice of intent to picket to the chief of police or his designee at least seventy-two hours before the beginning of the picket. The notice of intent to picket shall include the following information:
 - 1. The name, address and contact telephone number for the organizer of the picket;
 - 2. The name, address and contact telephone number of the person giving notice of intent to picket if different from the organizer;
 - 3. The name of the organization or group sponsoring the picket;
 - 4. The location where the picket is to take place;
 - 5. The date and time the picket will begin and end; and
 - 6. The anticipated number of participants, and the basis on which this estimate is made.
- C. The chief of police shall develop a procedure by which individuals can give notice of intent to picket under this chapter, to include instructions as to where such notices are filed. Such policy shall be on file at police department headquarters and at the offices of the city clerk and the permit official designated to issue permits under Chapters 13.28, 13.32 and 13.36 of this code, and shall be made available to the public.
- D. A notice of intent to picket is not required to be given for picketing by a group of less than fifty individuals.
- E. A notice of intent to picket is not required for a spontaneous event for which an attendee or event organizer cannot provide the level of advance notice required by this chapter, such as an event occasioned by recent news or current affairs, that is conducted solely on city right-of-way or parkland. A spontaneous event is subject to other laws. To help ensure public safety, an organizer of a spontaneous event is not required to, but is encouraged to, notify the El Paso Police Department of the date, time, place, and an estimate of the approximate number of persons who will be participating. This section is applicable regardless of the number of individuals in attendance.

Section 2. That Title 13 (Streets, Sidewalks and Public Parades), Chapter 13.34 (Picketing), Section 13.34.030 (Receipt of Notification), is hereby deleted and reserved:

Section 13.34.030 – RESERVED.

Section 3. That Title 13 (Streets, Sidewalks and Public Parades), Chapter 13.34 (Picketing), Section 13.34.050 (Violation), is hereby deleted and reserved:

Section 13.34.050 – RESERVED.

Section 4. That Title 13 (Streets, Sidewalks and Public Places), Chapter 13.36 (Parades and Public Assemblies) title be amended to Chapter 13.36 Parades, Section 13.36.010 (Definitions), shall hereby be amended to read as follows:

Chapter 13.36 Parades

Section 13.36.010 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Appeals official" means the city manager or a deputy city manager as designated by the city manager.

"Arterial" means a public right-of-way designated on the city's official major thoroughfare plan that has a minimum right-of-way width of seventy feet for the purpose of carrying more traffic volume than a local street.

"Event" means the collective reference to a parade, demonstration or public assembly.

"Parade" means an athletic event, march, pageant, procession or other similar activity consisting of persons, animals, vehicles or things, or any combination thereof, that disrupts the normal flow of traffic upon any public roadways or utilizes the appropriate areas within a city-controlled park. The length and route of a parade shall be as approved in accordance with the requirements of this chapter, provided however, a parade consisting solely of moving vehicles may not utilize more than six miles of city roadways, excluding any staging, preparade assembly or disbanding areas. A funeral procession is not a parade.

"Peak traffic hours" means between the hours of seven a.m. and nine a.m. and four p.m. and six p.m. on Monday through Friday, except legal holidays.

"Permit official" means the person or persons designated by the city manager as being responsible for issuing permits under this chapter. The city manager may designate different persons as the permit official for different categories of permitted events and for different facilities or locations.

"Roadway" means the paved area of a street between the face of the curb lines, including the driving and parking lanes, which is provided for the movement of vehicles.

"Sidewalk" means that portion of the public right-of-way which is designated for the use and movement of pedestrians.

"Street" means that portion of public right-of-way improved, designed or ordinarily used for vehicular traffic.

<u>Section 5.</u> That Title 13 (Streets, Sidewalks and Public Places), Chapter 13.36 (Parades and Public Assemblies), Section 13.36.020 (Permit Required), shall hereby be amended to read as follows:

- A. No parade is permitted unless a permit allowing such activity has been obtained pursuant to this chapter.
- B. A permit is not required if the parade is a spontaneous event for which an attendee or event organizer cannot provide the level of advance notice required by this chapter, such as an event occasioned by recent news or current affairs. A spontaneous event is subject to other laws. To help ensure public safety, an organizer of a spontaneous event is not required to, but is encouraged to, notify the Permit Official and the El Paso Police Department of the date, time, place, and an estimate of the approximate number of persons who will be participating.

Section 6. That Title 13 (Streets, Sidewalks and Public Places), Chapter 13.36 (Parades and Public Assemblies), Section 13.36.100.A. shall hereby be amended to read as follows:

A. It shall be unlawful to unreasonably hamper, obstruct, impede, or interfere with a parade, or with any person, vehicle, or animal participating or used in the parade, and any person violating any provision in this chapter shall, upon conviction, be guilty of a misdemeanor and punished as provided in Sections 1.08.010 through 1.08.030 of this code.

Section 7. That Title 13 (Streets, Sidewalks and Public Places), Chapter 13.38 (Special Events), Section 13.38.020 (Definitions), shall hereby be amended to read as follows:

Section 13.38.020 Definitions.

For the purpose of this Chapter, the words and phrases defined in the sections below shall have the meanings therein respectively ascribed to them by this Section:

- A. "Affected Person" means the property owner, property manager or tenant of each property abutting the portion of a public right-of-way to be closed.
- B. "Appeals Official" means the City Manager or the person designated by the City Manager as being responsible for hearing appeals to decisions made by the permit official.
- C. "Applicant" means any person, group, organization, or entity who seeks a special event permit from the permit official to conduct or sponsor a special event governed by this chapter. An applicant must be 18 years of age or older.
- D. "Permit Application Fee" means the fee to be paid by the applicant at the time the application is filed with the permit official, pursuant to the fee schedule established by resolution of the City Council.
- E. "Permit Official" means the person or persons designated by the City Manager as being responsible for issuing permits under this chapter.

- F. "Permittee" means any person or organization issued a special event permit by the permit official.
- G. "Private Property Event" means events conducted solely on private property and not requiring the use of any public right-of-way.
- H. "Public Right-of-Way" means any street, sidewalk, alley and/or easement dedicated to the public use, as further defined by Chapter 19.50 of this Code.
- I. "Site Map" means a map or diagram approximately to scale depicting the area to be closed or used in conjunction with the Special Event showing all fire lanes, booths, stages, portable toilets, trash containers, any other important features for the event, and any other materials the applicant intends to place within the area.
- J. "Special Event" means any bazaar, block party, street dance, sidewalk sale, show, exhibition, festival, concert, celebration, or other event that requires the full or partial closure or occupation of a public right-of-way and is not classified as a film-making event, temporary event, or private property event as defined by other chapters of this Title.
- K. "Special Event Permit" means a permit issued under this chapter authorizing the conduct of a special event in accordance with its terms and conditions. A special event permit may be issued for a single event or for multiple dates of the same recurring event provided no changes are made to the site plan and all dates occur within twelve (12) months of permit issuance.
- L. "Temporary Traffic Control Plan" means a plan describing temporary traffic control measures through and around the special event site to be used for facilitating pedestrian and vehicular users during the event.

Section 8. That Title 13 (Streets, Sidewalks and Public Places), Chapter 13.38 (Special Events), Section 13.38.030.D. shall hereby be amended to read as follows:

Section 13.38.030 Permit Required.

- D. This Chapter shall not apply to the following events and activities, which are governed by other provisions of the El Paso Municipal Code:
 - 1. An event which occurs exclusively within a city park or facility (Section 13.24.030);
 - 2. A film-making event (Chapter 13.30);
 - 3. A temporary event (Chapter 13.32);
 - 4. A parade (Chapter 13.36);
 - 5. A private property event.

Section 9. 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 ______, 2022.

CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS FORM:

Eric Gutierrez Assistant City Attorney

APPROVED AS TO CONTENT:

Gregory Aften, Chief El Paso Police Department

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 13 (STREETS, SIDEWALKS AND PUBLIC PLACES), CHAPTER 13.34 (PICKETING), SECTION 13.34.020 (NOTICE OF INTENT TO PICKET) TO ADD EXCEPTIONS AND SPONTANEOUS EVENTS; CHAPTER 13.34 (PICKETING), SECTION 13.34.030 (RECEIPT OF NOTIFICATION) TO DELETE AND RESERVE; CHAPTER 13.34 (PICKETING), SECTION 13.34.050 (VIOLATION) TO DELETE AND RESERVE; CHAPTER 13.36 (PARADES AND PUBLIC ASSEMBLIES) TO AMEND CHAPTER TITLE TO 'PARADES;' CHAPTER 13.36 (PARADES AND PUBLIC ASSEMBLIES) SECTION 13.36.010 (DEFINITIONS) TO DELETE 'DEMONSTRATION' AND 'PUBLIC ASSEMBLY' FROM **DEFINITIONS; CHAPTER 13.36 (PARADES AND PUBLIC ASSEMBLIES), SECTION** 13.36.020 (PERMIT REQUIRED) TO ADD SPONTANEOUS EVENT EXCEPTION; CHAPTER 13.36 (PARADES AND PUBLIC ASSEMBLIES), SECTION 13.36.100 (VIOLATION – PENALTY) TO REMOVE THE TERM 'PUBLIC ASSEMBLY' FROM VIOLATIONS; CHAPTER 13.38 (SPECIAL EVENTS), SECTION 13.38.020 (DEFINITIONS) TO REMOVE PICKETING, DEMONSTRATING, PARADES, AND PUBLIC ASSEMBLY FROM THE DEFINITION OF 'SPECIAL EVENTS'; THE PENALTY AS PROVIDED IN SECTION 13.36.100 AND 13.38.110 OF THE CITY CODE.

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

Section 1. That Title 13 (Streets, Sidewalks and Public Parades), Chapter 13.34 (Picketing), Section 13.34.020 (Notice of Intent to Picket), is hereby amended to read as follows:

Section 13.34.020 Notice of intent to picket, Exceptions.

- A. <u>It shall not be an offense to picket on a City street, sidewalk, or other public way, or in a City park, without having provided notice.</u>
- B. The organizer of a picket that the organizer knows, or should reasonably know will be attended by a group of twenty-fivefifty or more individuals shall are encouraged to give notice of intent to picket to the chief of police or his designee at least seventy-two hours before the beginning of the picket. The notice of intent to picket shall include the following information:
 - 1. The name, address and contact telephone number for the organizer of the picket;
 - The name, address and contact telephone number of the person giving notice of intent to picket if different from the organizer;
 - 3. The name of the organization or group sponsoring the picket;
 - 4. The location where the picket is to take place;
 - 5. The date and time the picket will begin and end; and

ORDINANCE NO.

- The anticipated number of participants, and the basis on which this estimate is made.
- BC. The chief of police shall develop a procedure by which individuals will give notice of intent to picket under this chapter, to include instructions as to where such notices are filed. Such policy shall be on file at police department headquarters and at the offices of the city clerk and the permit official designated to issue permits under Chapters 13.28, 13.32 and 13.36 of this code, and shall be made available to the public.
- CD. A notice of intent to picket is not required to be given for picketing by a group of less than twenty five fifty individuals.
- E. A notice of intent to picket is not required for a spontaneous event for which an attendee or event organizer cannot provide the level of advance notice required by this chapter, such as an event occasioned by recent news or current affairs, that is conducted solely on city right-of-way or parkland. A spontaneous event is subject to other laws. To help ensure public safety, an organizer of a spontaneous event is not required to, but is encouraged to, notify the El Paso Police Department of the date, time, place, and an estimate of the approximate number of persons who will be participating. This section is applicable regardless of the number of individuals in attendance.

Section 2. That Title 13 (Streets, Sidewalks and Public Parades), Chapter 13.34 (Picketing), Section 13.34.030 (Receipt of Notification), is hereby deleted and reserved:

Section 13.34.030 – RESERVED. Receipt of notification. Upon the receipt of a notice of intent to picket given in accordance with Section 13.34.020 of this chapter, the chief of police or designee shall without unnecessary delay issue a receipt of notice. The receipt shall contain all information stated in the notice. The organizer of a picket shall be responsible for maintaining the receipt, and shall present it when so requested by a law enforcement officer or other eity official.

Section 3. That Title 13 (Streets, Sidewalks and Public Parades), Chapter 13.34 (Picketing), Section 13.34.050 Violation), is hereby deleted and reserved:

ORDINANCE NO. ______ 22-1026-12056 |PL#1194566/EG TITLE 13.34 – Picketing; 13.36 Parades and Public Assemblies; 13.38 – Special Events (RED-LINE) Formatted: Indent: Hanging: 0.03"

Section 13.34.050 <u>– RESERVED.Violation.A.</u> It shall be unlawful for any person to violate any provision of this chapter.

B.Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and shall be punished as provided in Sections 1.08.010 through 1.08.030 of this code.

<u>Section 4.</u> That Title 13 (Streets, Sidewalks and Public Places), Chapter 13.36 (Parades and Public Assemblies and Public Assemblies), Section 13.36.010 (Definitions), shall hereby be amended to read as follows:

Section 13.36.010 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Appeals official" means the city manager or a deputy city manager as designated by the city manager.

"Arterial" means a public right-of-way designated on the city's official major thoroughfare plan that has a minimum right-of-way width of seventy feet for the purpose of carrying more traffic volume than a local street.

"Demonstration" means a public display of sentiment for or against a person or cause, including protesting, rallies and ceremonies.

"Event" means the collective reference to a parade, demonstration or public assembly.

"Parade" means an athletic event, march, pageant, procession or other similar activity consisting of persons, animals, vehicles or things, or any combination thereof, that disrupts the normal flow of traffic upon any public roadways or utilizes the appropriate areas within a city-controlled park. The length and route of a parade shall be as approved in accordance with the requirements of this chapter, provided however, a parade consisting solely of moving vehicles may not utilize more than six miles of city roadways, excluding any staging, pre-parade assembly or disbanding areas. A funeral procession is not a parade.

"Peak traffic hours" means between the hours of seven a.m. and nine a.m. and four p.m. and six p.m. on Monday through Friday, except legal holidays.

"Permit official" means the person or persons designated by the city manager as being responsible for issuing permits under this chapter. The city manager may designate different persons as the permit official for different categories of permitted events and for different facilities or locations.

"Public assembly" means:

1. A demonstration which is reasonably anticipated to obstruct the normal flow of traffic upon any public readway and that is collected together in one place; or

2. A demonstration held in and utilizing an exclusive portion of eity owned rights of way held open as a public forum, or an exclusive portion of a eity controlled park, such that

ORDINANCE NO.

the right of way or area of the park is blocked or obstructed, for a period of less than one day. An exclusive use of a city controlled park for a demonstration must be in conformity with the requirements imposed upon such use under Section 13.24.200 of this code.

"Roadway" means the paved area of a street between the face of the curb lines, including the driving and parking lanes, which is provided for the movement of vehicles.

"Sidewalk" means that portion of the public right-of-way which is designated for the use and movement of pedestrians.

"Street" means that portion of public right-of-way improved, designed or ordinarily used for vehicular traffic.

Section 5. That Title 13 (Streets, Sidewalks and Public Places), Chapter 13.36 (Parades and Public Assemblies), Section 13.36.020 (Permit Required), shall hereby be amended to read as follows:

- A. No parade or public assembly is permitted unless a permit allowing such activity has been obtained pursuant to this chapter.
- B. A permit is not required if the parade is a spontaneous event for which an attendee or event organizer cannot provide the level of advance notice required by this chapter, such as an event occasioned by recent news or current affairs. A spontaneous event is subject to other law. To help ensure public safety, an organizer of a spontaneous event is not required to, but is encouraged to, notify the Permit Official and the El Paso Police Department of the date, time, place, and an estimate of the approximate number of persons who will be participating.

Section 6. That Title 13 (Streets, Sidewalks and Public Places), Chapter 13.36 (Parades and Public Assemblies), Section 13.36.100 (Violation – Penalty), shall hereby be amended to read as follows:

- A. It shall be unlawful to unreasonably hamper, obstruct, impede, or interfere with a parade or public assembly, or with any person, vehicle, or animal participating or used in the parade or public assembly, and any person violating any provision in this chapter shall, upon conviction, be guilty of a misdemeanor and punished as provided in Sections 1.08.010 through 1.08.030 of this code.
- B. It shall be unlawful for the operator of a motor vehicle to drive between vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade and any person violating this chapter shall, upon conviction, be guilty of a misdemeanor and punished as provided in Sections 1.08.010 through 1.08.030 of this code.
- C. A person who promotes or sponsors a parade for which a permit is required without a permit having been issued shall be deemed guilty of a misdemeanor and shall be punished as provided in Sections 1.08.010 through 1.08.030 of this code.

ORDINANCE NO.

22-1026-12056 |PL#1194566/EG TITLE 13.34 – Picketing; 13.36 Parades and Public Assemblies; 13.38 – Special Events (RED-LINE) Formatted: Indent: Left: 0.5", Hanging: 0.38", Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 0.58"

- D. A person to whom a permit has been issued who intentionally violates the terms of the permit or who violates any of the duties set forth in Section 13.36.080 of this chapter shall be deemed guilty of a misdemeanor and shall be punished as provided in Sections 1.08.010 through 1.08.030 of this code.
- E. A person participating in a parade for which a permit has been issued who intentionally violates the terms of the permit shall, upon conviction, be guilty of a misdemeanor and punished as provided in Sections 1.08.010 through 1.08.030 of this code.
- F. A person who participates in a parade for which a permit is required without a permit having been issued shall, upon conviction, be guilty of a misdemeanor and punished as provided in Sections 1.08.010 through 1.08.030 of this code.
- G. This chapter shall not be construed to authorize the use of the public roadways except in exact compliance with the laws of the state and other ordinances of the city applicable thereto, and persons who violate such other laws and ordinances shall be punished according to the provisions of the other applicable laws and ordinances.
- H. Nothing in this chapter prohibits a law enforcement officer or firefighter from issuing a command to move or disperse in accordance with Texas Penal Code Section 42.04 in the event of a riot, unreasonable noise or obstructing passageway.

Section 7. That Title 13 (Streets, Sidewalks and Public Places), Chapter 13.38 (Special Events), Section 13.38.020 (Definitions), shall hereby be amended to read as follows:

Section 13.38.020 Definitions.

For the purpose of this Chapter, the words and phrases defined in the sections below shall have the meanings therein respectively ascribed to them by this Section:

- A. "Affected Person" means the property owner, property manager or tenant of each property abutting the portion of a public right-of-way to be closed.
- B. "Appeals Official" means the City Manager or the person designated by the City Manager as being responsible for hearing appeals to decisions made by the permit official.
- C. "Applicant" means any person, group, organization, or entity who seeks a special event permit from the permit official to conduct or sponsor a special event governed by this chapter. An applicant must be 18 years of age or older.
- D. "Permit Application Fee" means the fee to be paid by the applicant at the time the application is filed with the permit official, pursuant to the fee schedule established by resolution of the City Council.
- E. "Permit Official" means the person or persons designated by the City Manager as being responsible for issuing permits under this chapter.
- F. "Permittee" means any person or organization issued a special event permit by the permit official.
- G. "Private Property Event" means events conducted solely on private property and not requiring the use of any public right-of-way.

ORDINANCE NO.

- H. "Public Right-of-Way" means any street, sidewalk, alley and/or easement dedicated to the public use, as further defined by Chapter 19.50 of this Code.
- 1. "Site Map" means a map or diagram approximately to scale depicting the area to be closed or used in conjunction with the Special Event showing all fire lanes, booths, stages, portable toilets, trash containers, any other important features for the event, and any other materials the applicant intends to place within the area.
- J. "Special Event" means any bazaar, block party, street dance, sidewalk sale, show, exhibition, festival, concert, celebration, or other event that requires the full or partial closure or occupation of a public right-of-way and is not classified as a film-making event, temporary event, picket, demonstration, parade, public assembly, or private property event as defined by other chapters of this Title.
- K. "Special Event Permit" means a permit issued under this chapter authorizing the conduct of a special event in accordance with its terms and conditions. A special event permit may be issued for a single event or for multiple dates of the same recurring event provided no changes are made to the site plan and all dates occur within twelve (12) months of permit issuance.
- L. "Temporary Traffic Control Plan" means a plan describing temporary traffic control measures through and around the special event site to be used for facilitating pedestrian and vehicular users during the event.

Section 8. That Title 13 (Streets, Sidewalks and Public Places), Chapter 13.38 (Special Events), Section 13.38.030 (Permit Required), shall hereby be amended to read as follows:

Section 13.38.030 Permit Required.

- A. No special event, as defined herein, shall be conducted upon a public right-of-way unless a special event permit allowing such activity has been obtained pursuant to this Chapter.
- B. A special event permit may be issued for a single event or for multiple dates of the same recurring event provided no changes are made to the site plan and all dates occur within twelve (12) months of permit issuance.
- C. The special event permit required by this Chapter is in addition to any and all other permits and or licenses that may be required for the event or event activities pursuant to any other provision of the El Paso Municipal Code, any other city regulation, or any other county, state or federal law or regulation, including but not limited to permits related to health, food, alcohol, safety, and sound amplification.
- D. This Chapter shall not apply to the following events and activities, which are governed by other provisions of the El Paso Municipal Code:
 - 1. An event which occurs exclusively within a city park or facility (Section 13.24.030);
 - 2. A film-making event (Chapter 13.30);
 - 3. A temporary event (Chapter 13.32); 4. A picket (Chapter 13.34);
 - 45. A demonstration, parade or public assembly (Chapter 13.36);

ORDINANCE NO.

56. A private property event.

Section 9. Except as herein amended, Title 13 (Streets, Sidewalks and Public Places) of the El Paso City Code shall remain in full force and effect.

ORDINANCE NO.

ADOPTED this _____ day of ______, 2022.

CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine

APPROVED AS FORM:

APPROVED AS TO CONTENT:

Eric Gutierrez Assistant City Attorney Gregory Allen, Chief El Paso Police Department

An Ordinance Amending Title 13 -Streets, Sidewalks, and Public Places Chapter 13.34 Picketing, Chapter 13.36 Parades and Public Assemblies, and Chapter 13.38 Special Events





Strategic Goal Alignment

Goal 2 - Set Standard for a Safe & Secure City

- 2.1 Maintain standing as one of the nation's top safest cities
- 2.3 Increase public safety operational efficiency



Picketing Regulations



- Overview
- Picketing Ordinance is located in 13.34 of the City Code.
- Last amended in 2006.
- Picketing is a public display or demonstration by one or more persons of sentiment for or against a person or cause, including protesting.
- Two other sections are being amended for cross-reference purposes (13.36 Parades and 13.38 Special Events).
- Parades are planned, permitted events that disrupt the normal flow of traffic upon public roadways.
- Special Events are permitted events that include bazaars, block parties, sidewalk sales, shows, exhibits, festivals, or other events that require full or partial closure of public right-of-ways.



How do courts determine if regulation is legal?



- Any permit scheme controlling the time, place, and manner of speech must meet the <u>intermediate scrutiny</u> standard of review by:
 - Being content and viewpoint neutral.
 - Being **narrowly tailored** to serve a significant governmental interest.
 - Leaving open **ample alternatives** for communication



What is the significant governmental interest here?



- City of El Paso has a significant governmental interest:
 - In the preservation of an individual's right to exercise First Amendment right of free speech
 - In protecting the health, safety, and welfare of the general public and preserving the public order while preserving traditional public forums
 - In maintaining the free flow of traffic on public roadways, streets and sidewalks, preserving access to public places and buildings and protecting property





Benchmarking of Other Cities:

• Austin, TX

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- Houston, TX
- San Antonio, TX
- Lubbock, TX
- Los Angeles, CA
- Washington, D.C.



Spontaneous Protest Standards



- Picketing regulations should include an express exception to the permitting requirements for spontaneous demonstrations.
- The gov't cannot flatly ban groups of people from spontaneously gathering on sidewalks or in public parks in response to a dramatic news event.
- In these situations, ANY advance notice requirement would essentially prevent the demonstration and permanently lessen the dissemination of the desired message.



Proposed Spontaneous Event Language: 13.34.020.E.



 A notice of intent to picket is not required for a <u>spontaneous event</u> for which an attendee or event organizer cannot provide the level of advance notice required by this chapter, such as an event occasioned by recent news or current affairs, that is conducted solely on city right-of-way or parkland. A spontaneous event is subject to other law. To help ensure public safety, an organizer of a spontaneous event is not required to, but is encouraged to, notify the El Paso Police Department of the date, time, place, and an estimate of the approximate number of persons who will be participating. This section is applicable regardless of the number of individuals in attendance.



Exceptions for Small Groups



- Permitting regulations should include exceptions for small gatherings.
- Courts have not set a threshold that is presumptively constitutional, many regs apply permitting requirement only to groups larger than 50 to 100 persons.
- Current City Code has exception for less than 25 people.





Proposed Small Groups Exception Language: 13.34.020.D.

• A notice of intent to picket is not required to be given for picketing by a group of less than fifty individuals.



Proposed Spontaneous Event Language: 13.34.020.E.



• A notice of intent to picket is not required for a spontaneous event for which an attendee or event organizer cannot provide the level of advance notice required by this chapter, such as an event occasioned by recent news or current affairs, that is conducted solely on city right-of-way or parkland. A spontaneous event is subject to other law. To help ensure public safety, an organizer of a spontaneous event is not required to, but is encouraged to, notify the El Paso Police Department of the date, time, place, and an estimate of the approximate number of persons who will be participating. This section is applicable regardless of the number of individuals in attendance.



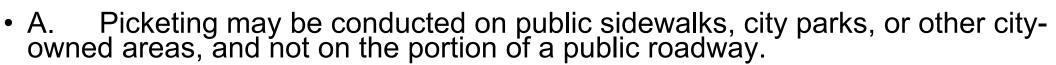
Proposed Amendments on Violations



- 13.34.050 Violation It shall be unlawful for any person to violate any provision of this chapter.
- New section: 13.34.020.A. It shall not be an offense to picket on a City street, sidewalk, or other public way, or in a City park, without having provided notice.
- No citations for violations of picketing section going forward



Picketing Regulations (No Change)



- B. Picketing shall not disrupt, block, obstruct or interfere with pedestrian or vehicular traffic.
- C. If more than 1 group of picketers desire to picket at or near the same location, law enforcement officers may assign each group a place to picket in order to preserve the public peace.
- D. Spectators of pickets shall not physically interfere with picketers.
- E. Picketers shall be subject to all applicable local, state and federal laws including, but not limited to the city's noise ordinance, amplification ordinance, and when crossing or using any roadway, picketers shall comply with all laws applicable to pedestrians.
- F. Law enforcement officers/firefighters may issue a command to move or disperse in accordance with Texas Penal Code Section 42.04 in the event of a riot, unreasonable noise or obstructing passageway.



Going Forward



- Training with PD Academy/training bulletin for PD.
- Community partners have excellent communication with PD.
- PD working with community partners to ensure future picketing events are safe for everyone.



Chapter 13.36 Parades and Public Assemblies Amendments

- Amend title to "Parades"
- Delete definitions of Demonstration and Public Assembly
- Add similar spontaneous event exception language
- Permitting requirements remain and violations of max \$500

Chapter 13.38 Special Events

- Delete select definitions and mentions of picketing, demonstration, or public assembly
- Permitting requirements remain and violations of max \$500







Questions?







Tission

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

Vision

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

☆ Values

Integrity, Respect, Excellence, Accountability, People





Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

🖻 Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

☆ Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas



Legislation Text

File #: 22-1422, 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, Nina Rodriguez, (915) 212-1561

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Lots 25 through 32, Block 15, Highland Park Subdivision, City of El Paso, El Paso County, Texas from R-5 (Residential) to A-O (Apartment/Office). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: South of Detroit Avenue and East of Murchison Drive Applicant: T.J. Karam, PZRZ22-00028

El Paso, TX

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

AGENDA DATE: November 8, 2022 PUBLIC HEARING DATE: December 6, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Nina Rodriguez, (915) 212-1561

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of Lots 25 through 32, Block 15, Highland Park Subdivision, City of El Paso, El Paso County, Texas from R-5 (Residential) to A-O (Apartment/Office). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: South of Detroit Avenue and East of Murchison Drive Applicant: T.J. Karam, PZRZ22-00028

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property to allow apartment use. City Plan Commission recommended 5-0 to approve the proposed rezoning on October 6, 2022. As of November 1, 2022, the Planning Division received one (1) email in support to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division **SECONDARY DEPARTMENT:** N/A

DEPARTMENT HEAD:

Philip Eine

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING OF LOTS 25 THROUGH 32, BLOCK 15, HIGHLAND PARK SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-5 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of Lots 25 through 32, Block 15, Highland Park Subdivision, located in the City of El Paso, El Paso County, Texas, be changed from R-5 (Residential) to A-O (Apartment/Office), more particularly described herein as Exhibit "A" as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____ 2022.

THE CITY OF EL PASO

ATTEST:

Oscar Leeser, Mayor

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Joyce Garcia Assistant City Attorney

APPROVED AS TO CONTENT:

Philip (Tiwe

Philip F. Etiwe, Director Planning & Inspections Department

(Exhibit "A" on the following page)

1



PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR. El Paso, Texas 79927 Ph# (915) 222-5227

Being Lots 25 through 32, Block 15, Highland Park Subdivision, City Of El Paso, El Paso County, Texas August 5, 2022

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Lots 25 through 32, Block 15, Highland Park Subdivision, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found city monument at the monument line intersection of Detroit Street with the monument line of Cotton Street, (said monument line being 10 foot north of the centerline of Detroit Street and 10 foot west of the centerline of Cotton Street), from which a found city monument at the monument line intersection of Grand View Avenue with the monument line of Cotton Street, (said monument line being 10 foot north of the centerline of Grand View Avenue and 10 foot west of the centerline of Cotton Street) bears South 00°00'00" East a distance of 1,650.20 feet (record 1,650.00 feet), thence along the monument line of Detroit Street, North 90°00'00" West a distance of 695 feet to a point, thence leaving said monument line, South 00°00'00" West a distance of 45.00 feet to a found 5/8" rebar at the south right of way of Detroit Street and the "TRUE POINT OF BEGINNING".

Thence leaving said right of way, South 00°00'00" East a distance of 120.00 feet to a found 5/8" rebar with with cap "5372";

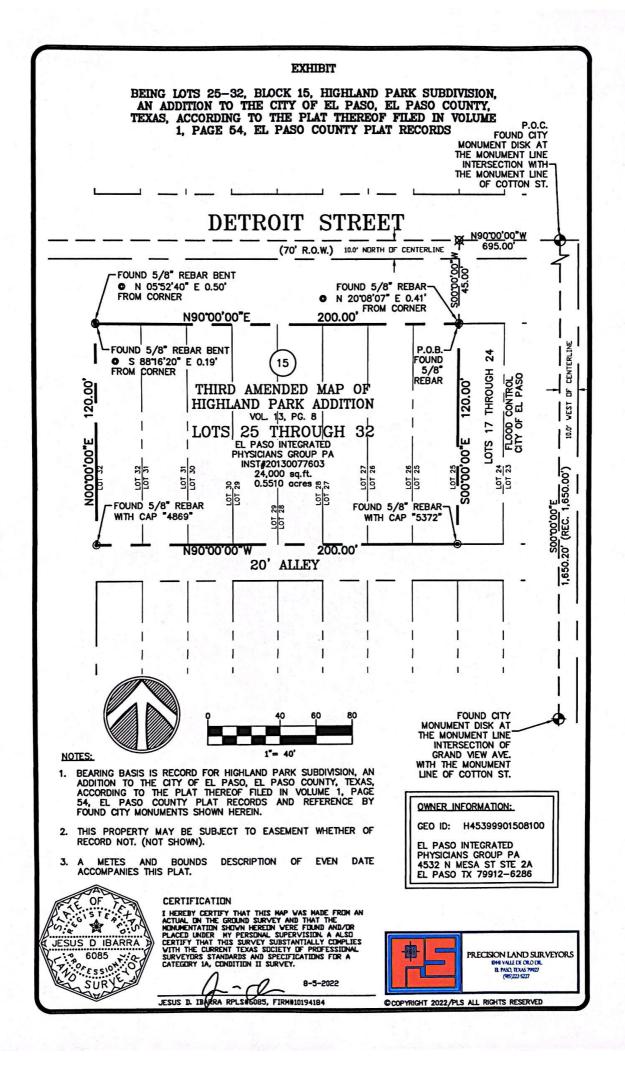
Thence, North 90°00'00" West a distance of 200.00 feet to a found 5/8" rebar with with cap "4869";

Thence, North 00°00'00" East a distance of 120.00 feet to a point at the south right of way of Detroit Street, from which a found 5/8" rebar (bent) bears South 88°16'20" East a distance of 0.19 feet;

Thence along said right of way, North 90°00'00" East a distance of 200.00 feet to "TRUE POINT OF BEGINNING" and containing in all 24,000 square feet or 0.5510 acres of land more or less.

Jesus D. Ibarra, RPLS No.6085 August 5, 2022





South of Detroit Avenue and East of Murchison Drive

City Plan Commission — October 6, 2022 REVISED

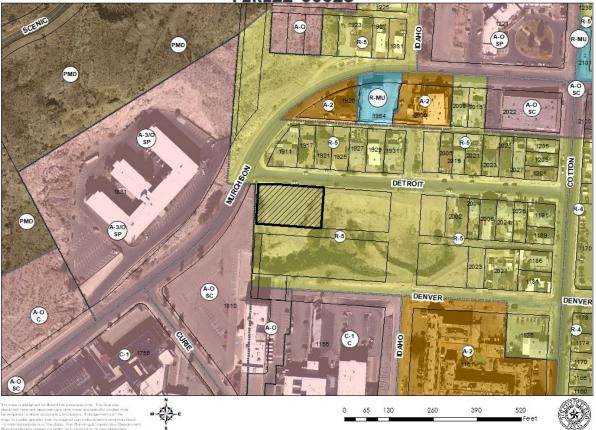
CASE NUMBER: CASE MANAGER: PROPERTY OWNER: REPRESENTATIVE: LOCATION: PROPERTY AREA: REQUEST: RELATED APPLICATIONS: PUBLIC INPUT:

PZRZ22-00028

Nina Rodriguez, (915) 212-1561, <u>RodriguezNA@elpasotexas.gov</u> El Paso Intergraded Physicians Group, P.A. T.J. Karam South of Detroit Avenue and East of Murchison Drive (District 8) 0.55 acres Rezone from R-5 (Residential) to A-O (Apartment/Office) N/A One (1) email in support as of October 5, 2022

SUMMARY OF REQUEST: The applicant is requesting a rezone from R-5 (Residential) to A-O (Apartment/Office) to allow for apartments.

SUMMARY OF STAFF'S RECOMMENDATION: The Staff recommends **APPROVAL** of the rezoning request based on its consistency with *Plan El Paso*, the City's Comprehensive Plan and the G-2, Traditional Neighborhood (Walkable) future land use designation.



PZRZ22-00028

Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone a 0.55-acre vacant property from R-5 (Residential) to A-O (Apartment/Office) to allow for apartments. The conceptual plan shows three (3) detached 2-story apartment complexes, providing a combined total of twenty-six (26) apartment units. The development requires twenty-six (26) parking spaces, and the applicant is providing twenty-seven (27) parking spaces which includes two (2) ADA parking spaces. Access to the subject property is proposed from Detroit Avenue.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed apartment use and A-O (Apartment/Office) district is compatible with the R-5 (Residential) and other A-O (Apartment/Office) districts in the immediate area and is in character with the areas surrounding the subject property. The property west of the subject property is a medical office use zoned A-O/sc (Apartment/Office/special contract). The adjacent properties to the north, south, and east are zoned R-5 (Residential) and consist of vacant lots and single-family dwellings. The subject property is located off Murchison Drive at the Southeast corner of Detroit Avenue. There are existing sidewalks along Detroit Avenue. Rezoning the subject property to an A-O (Apartment/Office) district for apartment use, will provide more diverse residential options for the surrounding community. The distance to the nearest school, Armendariz Middle School, is approximately 0.25 miles and the distance to the nearest park, Tom Lea Lower Park, is 0.75 miles.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a	
proposed rezoning is in accordance with <i>Plan El Paso</i> , consider the following factors:	
Criteria	Does the Request Comply?
 Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: <u>G-2, Traditional Neighborhood (Walkable)</u>: This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan 	Yes. The proposed development is compatible with the future land use designation. The reduced setbacks and higher density allowances of an A-O zoning district aligns with the goals of the G-2, Traditional Neighborhood (Walkable) future land use designation of the area.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: <u>A-O (Apartment/Office) District</u> : The purpose of these districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low-density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.	Yes. The adjacent property to the east of the subject property is zoned A-O/sc (Apartment/Office/special contract), and adjacent properties to the north, west, and south are zoned R-5 (Residential). Beyond adjacent properties, there a number of other A-O (Apartment/Office) zoning districts in the surrounding area. The proposed A-O (Apartment/Office) zoning district is compatible with surrounding zoning districts. Rezoning the subject property from R-5 (Residential) to A-O (Apartment/Office) would provide more density and more diverse residential and office uses in the future.
Preferred Development Locations: Property is designated G-1, G-2, O-7 or identified as being within a	The subject property is located in a G-2, Traditional Neighborhood (Walkable) future land use designation, which is a preferred location for higher density
PZRZ22-00028	2 October 6, 2022

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a	
proposed rezoning is in accordance with <i>Plan El Paso</i> , consider the following factors:	
"Local Transfer Center", "RTS Stops" or "Future Compact Neighborhood".	developments. Changing the zoning designation of the subject property allows for an increase in density and more types of residential uses than allowed in R-5 (Residential) districts. This has the potential to provide the area with more housing units and flexible uses to meet a wider range of needs for the community.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	This property does not fall within any historic districts, special designations, or study plan areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	There has been some transition within the last 10 years in the nearby area. North of the subject property there is a property that was rezoned in 2015 from R-5 (Residential) to R-MU (Residential/Mixed Use) and another one rezoned in 2019 from A-2 (Apartment) to R-MU (Residential/Mixed Use). To the south of the subject property is another property that was rezoned in 2019 from R-5 (Residential) to C-1/c (Commercial/condition). This area supports high density development.
Socioeconomic & Physical Conditions : Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The adjacent property to the west is already zoned A-O/sc (Apartment/Office/special contract), along with other A-O (Apartment/Office) zoning districts in surrounding area. Rezoning the subject property from R-5 (Residential) to A-O (Apartment-Office) will expand the permissibility of residential and office uses already allowed in the surrounding area.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is proposed from Detroit Avenue which is classified as a local street, which connects to Murchison Street which is classified as a major arterial per the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate to support the proposed use of apartments. There are existing sidewalks along Detroit Avenue. The proposed development is within walking distance of local schools. The nearest bus stop to the subject property is at 2201 Murchison Drive along Cotton Street between Murchison Street and Detroit Avenue, and is located 0.18 miles from the subject property.

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

3

PUBLIC COMMENT: The subject property lies within the boundaries of the Central El Paso Community Organization, Golden Hills Neighborhood Association, El Paso Central Business Association, and the Sunrise Civic Group. Property owners within 300 feet of the subject property were notified of the rezone request on September 23, 2022. The Planning Division received one (1) email in support of the rezoning request from the Sunrise Civic Group (Attachment 5).

CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

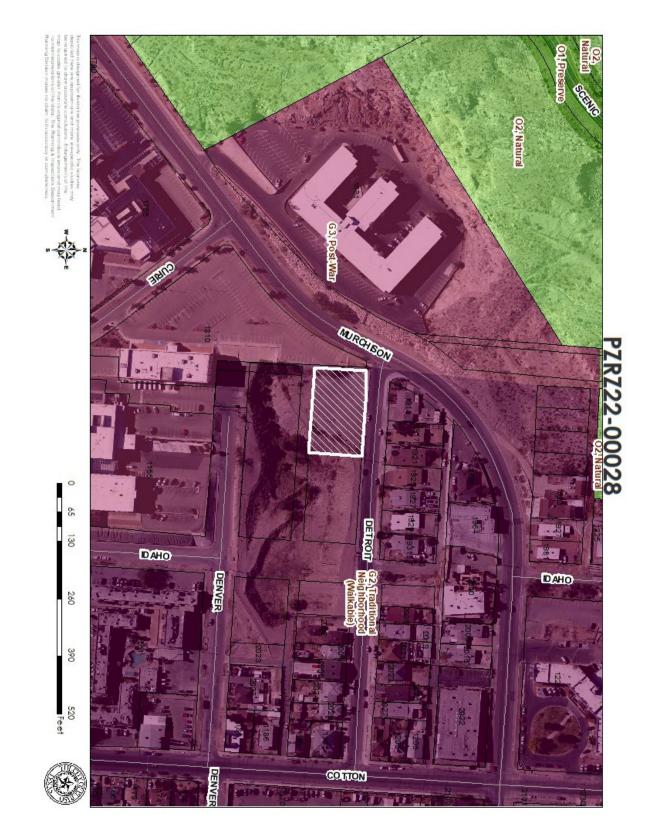
- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
- 3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

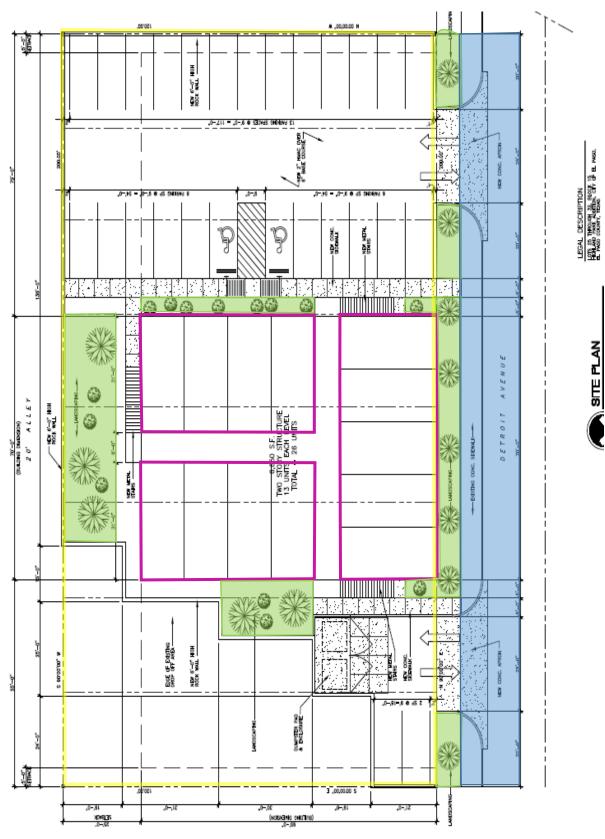
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ATTACHMENTS:

- 1. Future Land Use Map
- 2. Generalized Plot Plan
- 3. Department Comments
- 4. Neighborhood Notification Boundary Map

ATTACHMENT 1





Planning and Inspections Department - Planning Division

Recommend approval.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code

Planning and Inspections Department – Land Development

Recommend approval.

1. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision. Avoid erosion of slopes by surface stormwater runoff at development stage.

Note: Concerns will be addressed at the permitting stage.

Fire Department

Recommend approval, no adverse comments.

Police Department

No comments received.

Environmental Services Department

No comments received.

Streets and Maintenance Department

The Streets and Maintenance Department has no objections.

1. A TIA will not be required.

Sun Metro

No comments received.

El Paso Water

EPWater does not object to this request.

EPWU-PSB Comments

- 1. There is an existing 6-inch diameter water main that extends along Detroit Ave., located approximately 19.5 feet south of the northern right-of-way line. This main is available for service.
- 2. Previous water pressure readings conducted on fire hydrant #05562 located on northwest corner of Detroit Avenue and Idaho St. have yielded a static pressure of 42 pounds per square inch (psi), residual pressure of 40 psi, discharge of 943 gallons per minute.

Sanitary Sewer

There is an existing 8-inch diameter sanitary sewer main that extends along Detroit Ave. This main is available for service.

General

PZRZ22-00028

EP Water requires a new service application to provide services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EP Water Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Dam No. 9 is located directly east of the site. No filling or modifications can be made to the eastern end of the property; this could reduce the capacity of the dam and could be detrimental to this site.

8

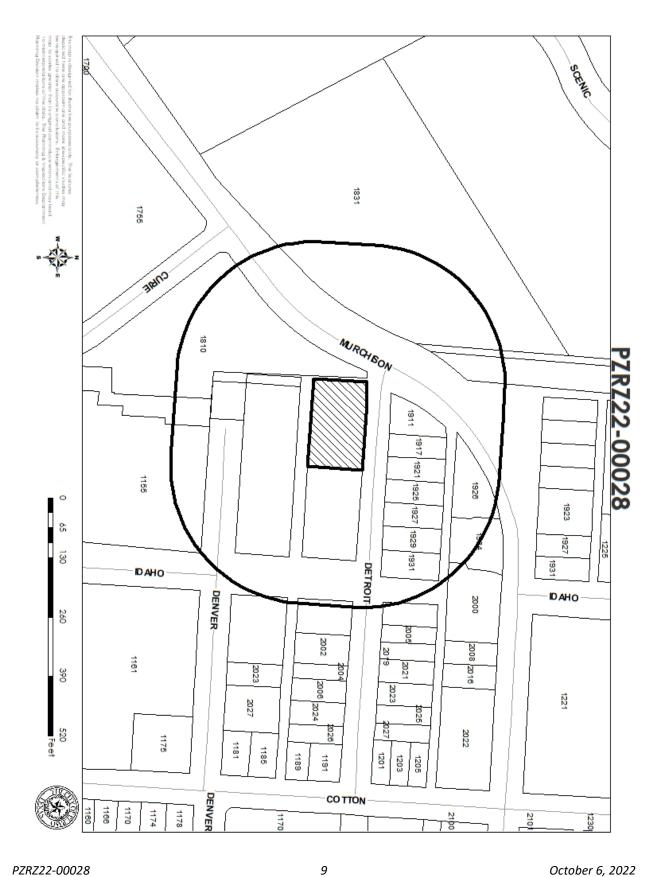
Note: Coordination with El Paso Water – Stormwater to happen at the permitting stage.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District 1

No comments received.



From: To: Subject: Date:

Rodriguez, Nina A. Ewd: Rezoning Application Neighborhood Letter Thursday, September 29, 2022 8:41:56 AM

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

Email from neighborhood association Thank you!

TJ Karam

TJ Karam 915-204-0095

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

------ Forwarded message ------From: Suzanne Dipp <<u>suzdipp@gmail.com</u>> Date: Tue, Aug 9, 2022 at 11:40 AM Subject: Re: Rezoning Application Neighborhood Letter To: TJ Karam <<u>tjkaram1@gmail.com</u>> Cc: Angie Nickey <anickey@elp.rr.com>

Hello TJ!

I've been traveling so excuse the late response. I think your apartment complex will make a great use of that land. The views are great too!

Hope you and your family are well.

Best,

Suzanne

On Thu, Aug 4, 2022 at 11:20 AM TJ Karam <<u>tjkaram1@gmail.com</u>> wrote: Hi Suzanne and Angie As per rezoning application requirements. I am representing the property owner for the vacant parcel on Detroit Ave near the corner of Murchison Dr. The property id is H453-999-0150-8100. Please find the attached notification letter. Feel free to call me with any questions. Thank you!

TJ Karam 915-204-0095

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Legislation Text

File #: 22-1435, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 2

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

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of the South 27 feet of Lots 30, 31, and 32, in Block 100, East El Paso, 1112 N. San Marcial Street, City of El Paso, El Paso County, Texas from R-5 (Residential) to G-MU (General Mixed Use), and approving a master zoning plan. 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: 1112 N. San Marcial Street Applicant: Buck Money Johnston and Brian Campbell Bosworth, PZRZ22-00022

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

AGENDA DATE: November 8, 2022 PUBLIC HEARING DATE: December 6, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 2

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An ordinance changing the zoning of the South 27 feet of Lots 30, 31, and 32, in Block 100, East El Paso, 1112 N. San Marcial Street, City of El Paso, El Paso County, Texas from R-5 (Residential) to G-MU (General Mixed Use), and approving a master zoning plan. 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: 1112 N. San Marcial Street Applicant: Buck Money Johnston and Brian Campbell Bosworth, PZRZ22-00022

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone property to allow proposed mix uses of retail and residential. City Plan Commission recommended unanimously 5-0 to approve the proposed rezoning on October 6, 2022. As of November 1, 2022, the Planning Division has received two (2) emails in support to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division **SECONDARY DEPARTMENT:** N/A

DEPARTMENT HEAD:

Philip Eine

ORDINANCE NO._____

AN ORDINANCE CHANGING THE ZONING OF THE SOUTH 27 FEET OF LOTS 30, 31, AND 32, IN BLOCK 100, EAST EL PASO, 1112 N. SAN MARCIAL STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-5 (RESIDENTIAL) TO G-MU (GENERAL MIXED USE), AND APPROVING A MASTER ZONING PLAN. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of the South 27 feet of Lots 30, 31, and 32, in Block 100, East El Paso, 1112 N. San Marcial Street, City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit "A"** be changed from **R-5 (Residential) to G-MU (General Mixed Use)** and approving a Master Zoning Plan, as defined in Section 20.06.020, such land uses allowed as being reflected in the Master Zoning Plan attached as **Exhibit "B"** and the Master Zoning Report attached as **Exhibit "C"** incorporated herein for all purposes, and that the zoning map of the City of El Paso be revised accordingly.

The Penalties for violating the standards imposed through this rezoning ordinance are found in Chapter 20.24 of the El Paso City Code.

ADOPTED this ______ day of ______, 2022.

THE CITY OF EL PASO

ATTEST:

Oscar Leeser Mayor

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Joyce Garcia Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Five

Philip F. Étiwe, Director Planning & Inspections Department (Exhibits on the following pages)

PZRZ22-00022

EXHIBIT "A"

Calderon Engineering

3031 Trawood Drive El Paso, Texas 79936 (915) 855-7552 Fax: 855-8350 calderonengineering@elpbizclass.com

June 23, 2022

METES & BOUNDS DESCRIPTION

Description of a parcel of land being the South 27 feet of Lots 30, 31, and 32, in Block 100, East El Paso Addition, City of El Paso, El Paso County, Texas, as filed and recorded in Volume 1, Page 51, Deed Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows;

Beginning at a found chiseled cross marking the Southwest corner of Lot 32, the Northwest corner of a 20 foot wide alley and being located on the East right-of-way line of N. San Marcial Street all in Block 100, East El Paso Addition;

Thence North 00°00'00" West along the East right-of-way line of N. San Marcial Street, and along the West boundary of Lot 32 a distance of 27.00 feet to a found chiseled cross;

Thence North 90°00'00" East a distance of 75.00 feet to a point being the intersection of two walls of an existing garage and being located on the common lot line between Lots 29 Lot 30;

Thence South 00°00'00" East along the common lot line between Lots 29 and 30 a distance of 27.00 feet to a found chiseled cross marking the Southeast corner of Lot 30 and the Southwest corner of Lot 29;

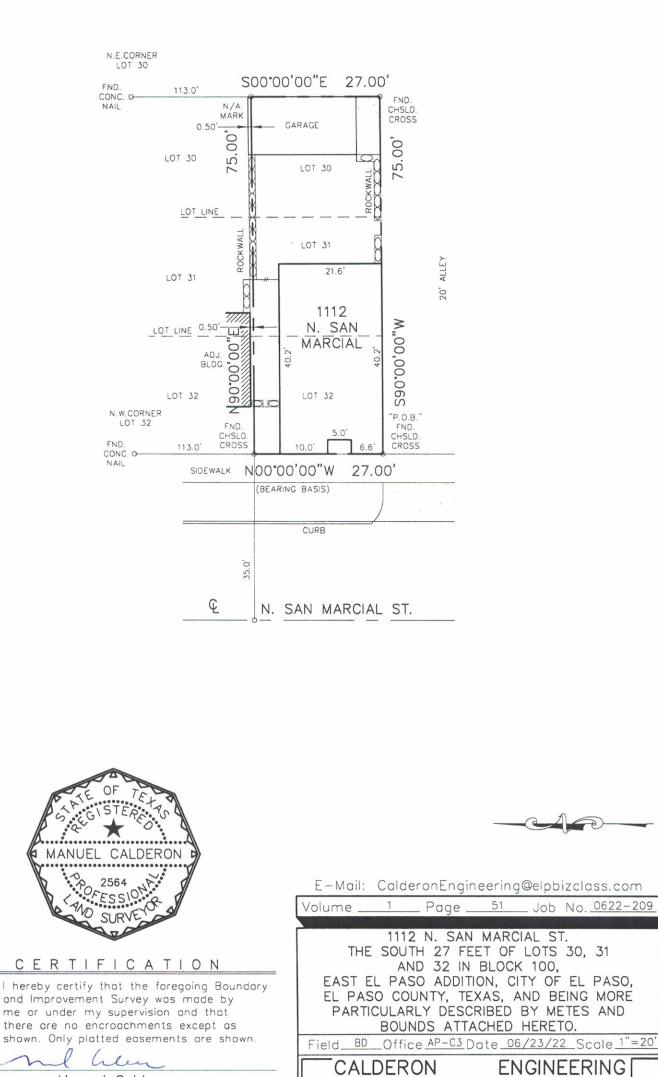
Thence South 90°00'00" West along the South boundary of Lots 30, 31, and 32, a distance of 75.00 feet to a found chiseled marking the "Point of Beginning" and containing in all 2,025.00 square feet of 0.47 acres of land more or less. A plat of survey dated June 23rd, 2022 is a part of its description and attached hereto.



le Manuel Calderon

Calderon Engineering Registered Professional Land Surveyor No. 2564 Registered Professional Engineer No. 42333 Texas Registered Engineering Firm No. F-3788 Texas Licensed Surveying Firm No. 100200-00

LOT 29



Manuel Calderon Registered Professional Land Surveyor No. 2564 Texas Surveying Firm Reg. No. 100200–00 Texas Registered Engineering Firm No. F-3788

3031 TRAWOOD DR.

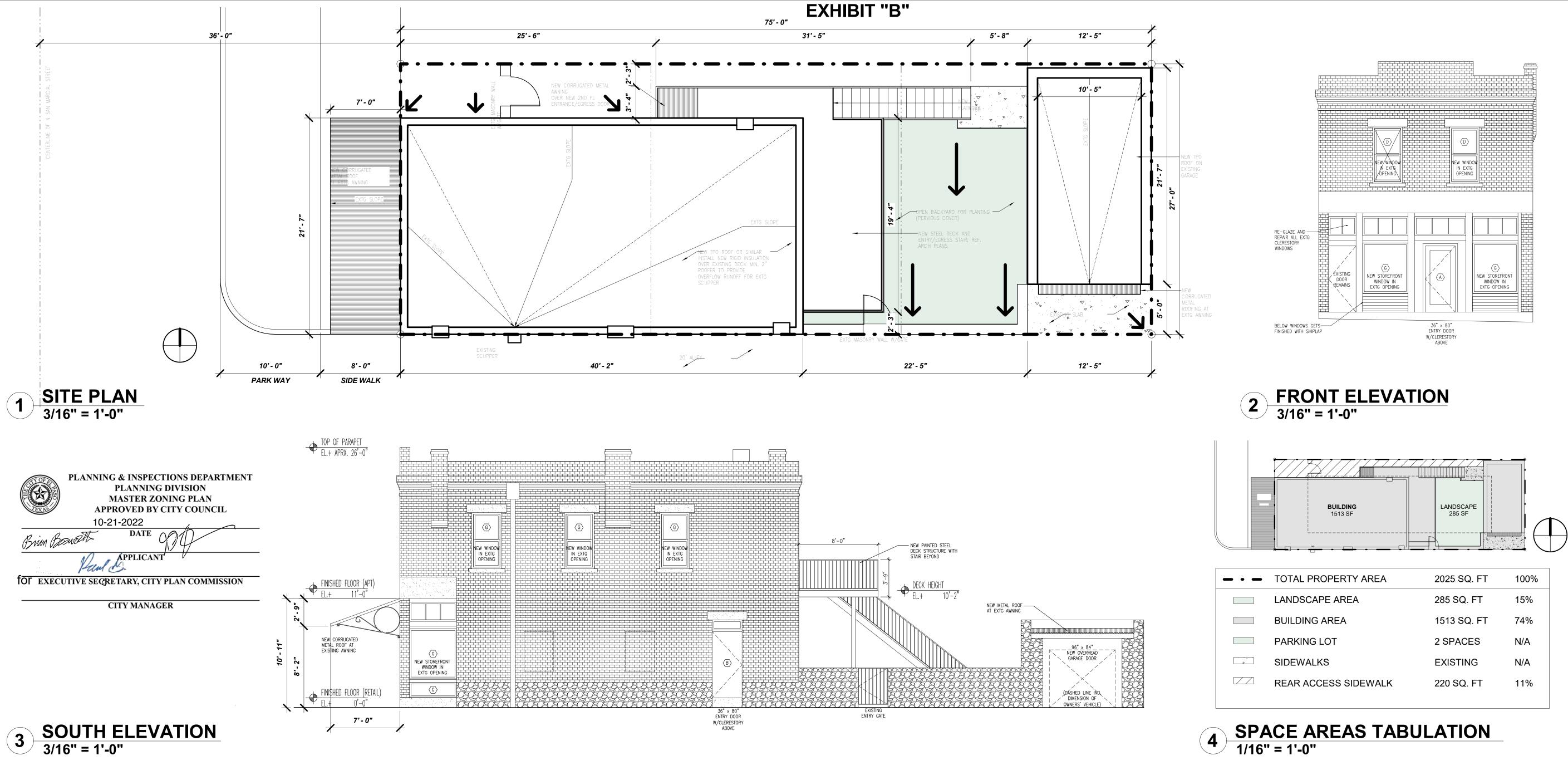
EL PASO, TEXAS 79936 (915) 855-7552

E-Mail: CalderonEngineering@elpbizclass.com











- DRAINAGE
- PROPERTY LINE

SQ.	F001	AGE

LOOR	868 SF
LOOR	1095 SF
BEDROOMS	1 BR - 140 SF

LEGAL	DESCRIPTION
GEOGRAPHIC ID:	E01499910008600
ADDRESS:	1112 N SAN MARCIAL ST, EL PASO, TX
LEGAL DESCRITPION	100 EAST EL PASO S 27 ET OF 30 TO 32

LEGAL DESCRITPION: 100 EAST EL PASO S 27 FT OF 30 TO 32 (2025 SQ FT)

AREA:

0.05 ACRES

PARKING CALCULATION

1,513 SF

EXISTING STRUCTURE PARKING REQUIRED: 1/576 SF 1,513 SF/576 = 2.6 REQUIRED

1 GARAGE SPACE PROVIDED

ZONING

ZONE: R-5

0' SETBACKS GMU

PROPOSED USES 1ST FLOOR: Retail 2ND FLOOR: Residential

1112 San Marcial Parking Calculations								
Sunday Monday Tuesday Wednesday Thursday Friday Saturday								
Spaces Available	22	22	22	22	22	22	22	
Spaces Taken 8:00 am	6	7	7	6	6	5	3	
Spaces Taken 12:00 pm	3	8	7	8	9	7	3	
Spaces Taken 4:00 pm	2	4	3	5	9	8	2	
Spaces Taken 8:00 pm	3	3	3	3	3	3	3	
Average	3.5	5.5	5	5.5	6.75	5.75	2.75	

*NO PHASING, ANTICIPATED COMPLETION DATE: SPRING 2023





	DOIEDING / INE/	1010 00.11	7 4 70
	PARKING LOT	2 SPACES	N/A
>	SIDEWALKS	EXISTING	N/A
\square	REAR ACCESS SIDEWALK	220 SQ. FT	11%

LANDSCAPE CALCULATIONS

TOTAL SITE

2025 SF

1513 SF

TOTAL BUILDING

2025 SF - 1513 SF = 512 SF X .15 = 76.8 SF REQUIRED

285 SF PROVIDED

TAR
at hite
root
(915) 307-0574 311 MONTANA - STE A2-100 EL PASO, TX 79902
STERED ARCHI
HIGH SCHOLECT
OLA 22319 F
10.03.2022
GENERAL NOTES
1. DOCUMENTS PROVIDED IN THIS PACKAGE ARE REPRESENTATIVE OF A COMPLETE DRAWING SET. UNDER NO CIRCUMSTANCES
2. ALL SUB-CONTRACTORS SHALL RECEIVE A COMPLETE SET OF CONSTRUCTION DOCUMENTS AND SPECIFICATIONS AND SHALL BE RESPONSIBLE FOR THEIR COMPLETE SCOPE OF WORK REGARDLESS OF WHERE IN THE DOCUMENT SET THE DESCRIPTION OF WORK APPEARS. ANY WORK PERFORMED WILL MEET ALL CURRENT CODE REQUIREMENTS, NO EXCEPTIONS WILL BE ALLOWED
BE ALLOWED. 3. THE CONTRACTOR SHALL REQUIRE ALL INSTALLERS TO VERIFY THAT SUBSTRATES, STARTING POINTS, ETC. CONFORM WITH THE INTENT OF THE CONTRACT DOCUMENTS. INSTALLERS SHALL
REPORT, IN WRITING, ANY DISCREPANCIES WHICH AFFECT THE WORK ALLOWING SUFFICIENT TIME TO ENABLE THE GENERAL CONTRACTOR TO DETERMINE AND EXECUTE CORRECTIVE MEASURES REQUIRED, BUT NO LATER THAN ONE WEEK PRIOR TO THE SCHEDULED START OF THE WORK.
4. DIMENSIONS ARE TO FACE OF STUDS UNLESS NOTED OTHERWISE.
 5. REFER TO BUILDING SECTIONS AND ELEVATIONS FOR ALL PLATE HEIGHTS. 6. REFER TO WINDOW SCHEDULE FOR HEAD AND SILL HEIGHTS. WINDOW SELECTION AS DEB OWNED, SELECTED WINDOWS MUST
WINDOW SELECTION AS PER OWNER. SELECTED WINDOWS MUST MEET ENERGY CODE REQUIREMENTS. REFER TO WINDOW SCHEDULE FOR SIZES. 7. REFER TO DOOR SCHEDULE FOR HEAD HEIGHTS.
8. ALL EXTERIOR ELECT. OUTLETS AND OUTLETS LOCATED WITHIN 6'-0" OF KITCHEN SINK, AND BATH VANITIES TO BE GROUND FAULT CIRCUIT INTERRUPTER (GFCI)
 9. COORDINATE AC/FURNACE AND WATER HEATER LOCATIONS IN FIELD WITH OWNER AND ARCHITECT PRIOR TO INSTALLATION. 10. ALL VENTS, EXHAUST, FANS AND APPLIANCES THAT REQUIRE
VENTING TO BE VENTED TO OUTSIDE IN ACCORDANCE WITH ALL APPLICABLE CODES. 11. SMOKE ALARMS SHALL BE HARD WIRED IN SERIES WITH
BATTERY BACKUP POWER IN ACCORDANCE WITH APPLICABLE CODE. 12. VERIFY OUTLET/SWITCH LOCATIONS IN FIELD WITH OWNER AND ARCHITECT
13. TREATED SOLE PLATE WITH ½ BOLT @4' O.C., BOLT MUST EXTEND AT LEAST 7" INTO CONC. ALL SILL PLATE LUMBER AND ANY LUMBER IN CONTACT WITH CONCRETE OR CMU BLOCKING TO
BE MOISTURE TREATED. 14. ALL INTERIOR WALLS TO BE CONSTRUCTED OUT OF 3-5/8" MTL STUD @ 16" O.C. U.N.O. WALLS TO RECIEVE SOUND INSULATION AND 4" METAL COVE BASE U.N.O.
15. ALL EXTERIOR WALLS TO BE CONSTRUCTED OUT OF 6" METAL STUD @16" O.C. WITH BATT OR SPRAY FOAM INSULATION, U.N.O.
 16. REFER TO FINISH PLAN FOR ALL FINISH SCHEDULES. 17. ENSURE EGRESS REQUIREMENTS ARE MET PER CODE. 18. COORDINATE HOSE BIB LOCATIONS IN FIELD W/ OWNER AND
ARCHITECT. 19. CONTRACTOR TO PROVIDE MOCK UP FOR APPROVAL OF ALL EXTERIOR FINISH MATERIALS AND FENESTRATION PRIOR TO
20. 20. CONTRACTOR TO FIELD VERIFY ALL EXISTING UNDERGROUND UTILITES PRIOR TO CONSTRUCTION.
21. ANY DISCREPENCIES NOTED IN PLANS MUST BE REPORTED TO THE ARCHITECT IN WRITING PRIOR TO CONSTRUCTION.22. CONTRACTOR AND ALL SUB CONTRACTORS ARE RESPONSIBLE
FOR NOTIFICATION OF ANY DESCREPENCY, REGARDLESS OF WHERE THEY MAY APPEAR IN THE CONSTRUCTION DOCUMENT SET.
SAN MARCIAL ST
1112 SAN MARCIAL ST, EL PASO, TX 79903
DATE 10.03.2022 REVISIONS LOG
MASTER
ZONING PLAN SHEET NUMBER
AS.100



1112 N San Marcial 100 East El Paso S 27 Ft of 30 to 32 (2025 sq ft) 0.05 acres One dwelling unit at 1095 sq ft with one bedroom at 140 sq ft Non-residential land use for grocery/retail store 868 sq ft Five Points Neighborhood

PLANNING & INSPECTIONS DEPARTMENT PLANNING DIVISION MASTER ZONING PLAN APPROVED BY CITY COUNCIL 10-21-2022 DATE ium Boeweett for executive secretary, City plan commission

CITY MANAGER

6

Intent

The building was built in 1912 as a grocery store for the Five Points neighborhood. The current owners want to restore the building to its original intent of retail use on the first floor while providing an apartment on the top floor. The building will follow a historically preserved development plan that seeks flexibility due to its unique design characteristics. The renovated/restored building will follow the City of El Paso Comprehensive Plan by providing more creative aesthetically desirable design and land use.

As early as 1914, the building housed the Benton & Bixler Grocery store.

Proposed Permitted Uses

First floor: grocery, retail, art gallery Second floor: residence

Objectives of the Rezoning to General Mixed Use

Restore, upgrade and preserve the existing structure to its original intent of a residence and retail store.

Maximum building height:

26' or the existing height. There is no plan to extend the height of the building.

Minimum and maximum coverage:

60%

Characteristics

Description: The renovation will preserve the current two story building built in 1912 consisting of two floors: one upstairs apartment and the original retail/grocery store space below.

The two story brick structure is a version of Federal style mercantile building of the early 1900s. It is a free-standing building centrally located in the neighborhood of the Five Points area of El Paso.

Each floor has original hardwood floors. The first floor store front has large pane, front and alley facing windows which have been replaced with wood panels. The original awning has been lowered and replaced with asphalt tiles. Under the lowered sheetrock ceiling is the original pressed tin ceiling from approximately the time of the grocery store, 1914.

The property includes a 272 sq ft single car garage made of entirely of rock and similar to other rock structures in El Paso from the period.

Access

All entry for apartment and proposed retail will be through front of the building on San Marcial.

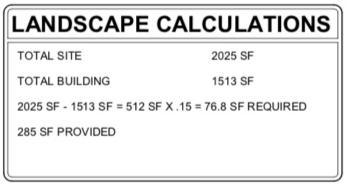
Setbacks

0' setbacks throughout are proposed which is consistent with existing structure and garage on three sides.

Density

Density will remain with the two, original, existing units: main building and garage.

Landscaping



Native southwestern, desert plants and trees will be planted EVERYWHERE possible. The owners will ask permission to remove concrete between San Marcial (street) and city sidewalk to do additional plantings. This is consistent with most streets in El Paso.

Parking

1112 San Marcial Parking Calculations								
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Spaces Available	22	22	22	22	22	22	22	
Spaces Taken 8:00 am	6	7	7	6	6	5	3	
Spaces Taken 12:00 pm	3	8	7	8	9	7	3	
Spaces Taken 4:00 pm	2	4	3	5	9	8	2	
Spaces Taken 8:00 pm	3	3	3	3	3	3	3	
Average	3.5	5.5	5	5.5	6.75	5.75	2.75	

The garage will provide one parking space. Please see Traffic Impact Analysis

Trash

Small trash receptacles will be placed inside the yard on concrete padding. If a dumpster is needed, it can be place in an alley niche near the garage opening. It's where it was located when the owners purchased the building. The owners are avid recyclers so it is their intent to keep garbage and at a minimal.

Floor Area Ratio

Total construction for the project is 2235 sq ft for a total floor area of 1.0. This includes the restoration of the garage.

Special Privilege

Canopy/awning over ROW (sidewalk on San Marcial) will be addressed and permission sought.

Phasing

The project will be built in one phase in its entirety.

Relationship with Plan for El Paso

The restoration and development will enhance the neighborhood's economic and social vitality and will follow the overall City of El Paso's goals to revitalize historic buildings within the City.

1112 North San Marcial Street

City Plan Commission — October 6, 2022 REVISED

CASE NUMBER:	PZRZ22-00022
CASE MANAGER:	Luis Zamora, (915) 212-1552, <u>ZamoraLF@elpasotexas.gov</u>
PROPERTY OWNER:	Buck Money Johnston and Brian Campbell Bosworth
REPRESENTATIVE:	Buck Money Johnston and Brian Campbell Bosworth
LOCATION:	1112 N. San Marcial St. (District 2)
PROPERTY AREA:	0.46 acres
REQUEST:	Rezone from R-5 (Residential) to G-MU (General Mixed Use) and approval of a Master Zoning Plan
RELATED APPLICATIONS:	None
PUBLIC INPUT:	Two (2) emails in support received as of September 29, 2022

SUMMARY OF REQUEST: The applicant requests to rezone from R-5 (Residential) to G-MU (General Mixed Use) and approval of a Master Zoning Plan to allow a mixed-use development.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed development is in character with the surrounding neighborhood and is in keeping with the policies of the G-2, Traditional Neighborhood Future Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan.



Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone a 0.05-acre property from R-5 (Residential) to G-MU (General Mixed Use) and approval of a Master Zoning Plan to allow for a mixed-use development that will consist of proposed retail (868 square feet) and residential (1,095 square feet) spaces. The Master Zoning Plan illustrates the layout of existing structures within the subject property, which are to remain and demonstrate a maximum height of twenty-six feet (26'). Required parking for the proposed uses is a minimum of three (3) spaces, with one (1) space provided via a car garage and additional required parking being provided off-site and available on the street. Required setbacks are proposed to be set at zero feet (0') all around the property with a maximum height of thirty-five (35'). Access will be provided from San Marcial Street.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed mix uses of retail and residential are compatible with the surrounding neighborhood character. Surrounding properties to the west, north, and south consist of single-family dwellings zoned R-5 (Residential), with properties nearby to the south consisting of single-family dwellings, apartments, and a restaurant zoned A-2 (Apartment) and C-4 (Commercial). The nearest school is College, Career and Technology Academy Alternative (0.39 miles) and the nearest park is Triangle Park (0.24 miles).

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a					
proposed rezoning is in accordance with Plan	El Paso, consider the following factors:				
Criteria	Does the Request Comply?				
 Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: <u>G-2, Traditional Neighborhood:</u> This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan. 	Yes. The proposed mixed-use development will integrate commercial and residential uses in an area comprised of single-family dwellings, apartments, and commercial uses.				
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: <u>G-MU (General Mixed Use)</u> : The purpose of this district is to accommodate, encourage and promote innovatively designed developments involving the combining and mixing of uses allowed in various zoning districts with appropriate regulations, which together form an attractive and harmonious unit of the city. The regulations of this district are intended to allow for large-scale developments that are able to function as individual neighborhoods or an integrated collection (two or more) of individual neighborhoods supported by civic, commercial and recreational uses; as small-scale developments requiring flexibility because of unique design characteristics; or as transitional areas between dissimilar land uses. It is intended that the district regulations permit flexibility and encourage more creative, efficient and aesthetically desirable design and placement of land uses.	Yes. The proposed zoning district is compatible with the adjacent R-5 (Residential), A-2 (Apartments), and C-4 (Commercial) zone districts surrounding the property, which consist of single-family dwellings, apartments, and commercial uses.				

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a						
proposed rezoning is in accordance with Plan	El Paso, consider the following factors:					
Preferred Development Locations: Property is	Yes. The subject property is located within the G-2,					
designated G-1, G-2, O-7 or identified as being within a	Traditional Neighborhood (Walkable) future land use					
"Local Transfer Center", "RTS Stops" or "Future	designation, which is a preferred location for higher					
Compact Neighborhood". (Pages 1.3334)	density and mixed-use developments.					
THE PROPOSED ZONING DISTRICT'S EFFECT ON THI	E PROPERTY AND SURROUNDING PROPERTY, AFTER					
EVALUATING THE FOLLOWING FACTORS:						
Historic District or Special Designations & Study Area	The subject property is not located within any historic					
Plans: Any historic district or other special designations	districts, other special designations, or areas with					
that may be applicable. Any adopted small areas plans,	adopted study area plans.					
including land-use maps in those plans.						
Potential Adverse Effects: Potential adverse effects	There are no anticipated adverse impacts.					
that might be caused by approval or denial of the						
requested rezoning.						
Natural Environment: Anticipated effects on the	There are no anticipated effects to the natural					
natural environment.	environment.					
Stability: Whether the area is stable or in transition.	The area is stable with no rezonings in the vicinity in the					
	last 10 years.					
Socioeconomic & Physical Conditions: Any changed	None.					
social, economic, or physical conditions that make the						
existing zoning no longer suitable for the property.						

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property will be from San Marcial Street, considered a Local street per the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate to support the proposed mixed of use. In addition, the property is in near proximity to Pershing Drive, classified as a Minor Arterial in the MTP, which is served by Sun Metro with a bus stop located 0.07 miles away. In addition, Sun Metro's Five Points Transit Terminal is located approximately 0.41 miles away from the subject property. Sidewalks are consistently present around the area, being suitable for higher densities, with nearby schools and parks available.

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

PUBLIC COMMENT: The subject property lies within the boundaries of 5 Points Neighborhood Association, El Paso Central Business Association, Five Points Development Association, and Sunrise Civic Group, which were notified by the applicant. The applicant also notified the office of District 2. Property owners within 300 feet of the subject property were notified of the rezoning request on September 21, 2022. The Planning Division has received two (2) emails in support to the request.

RELATED APPLICATIONS: None.

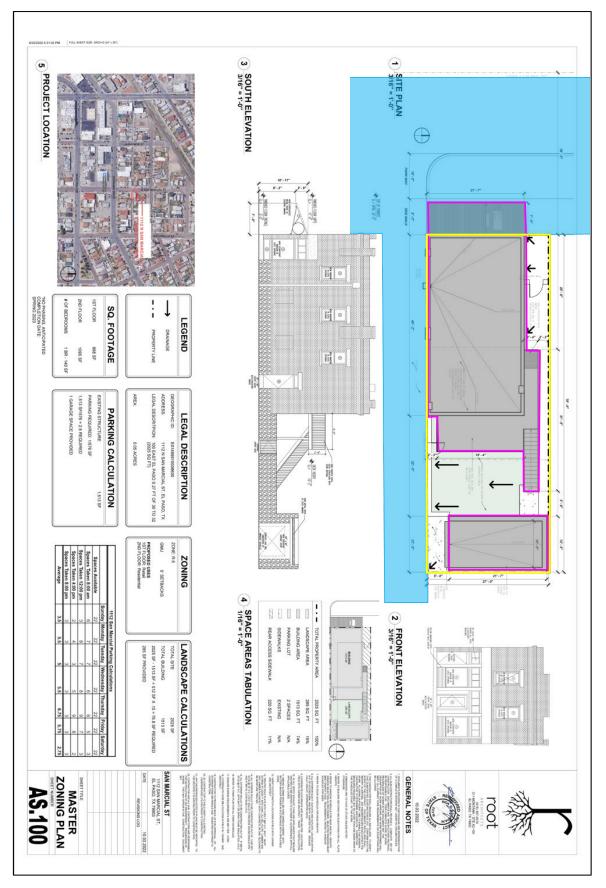
CITY PLAN COMMISSION OPTIONS:

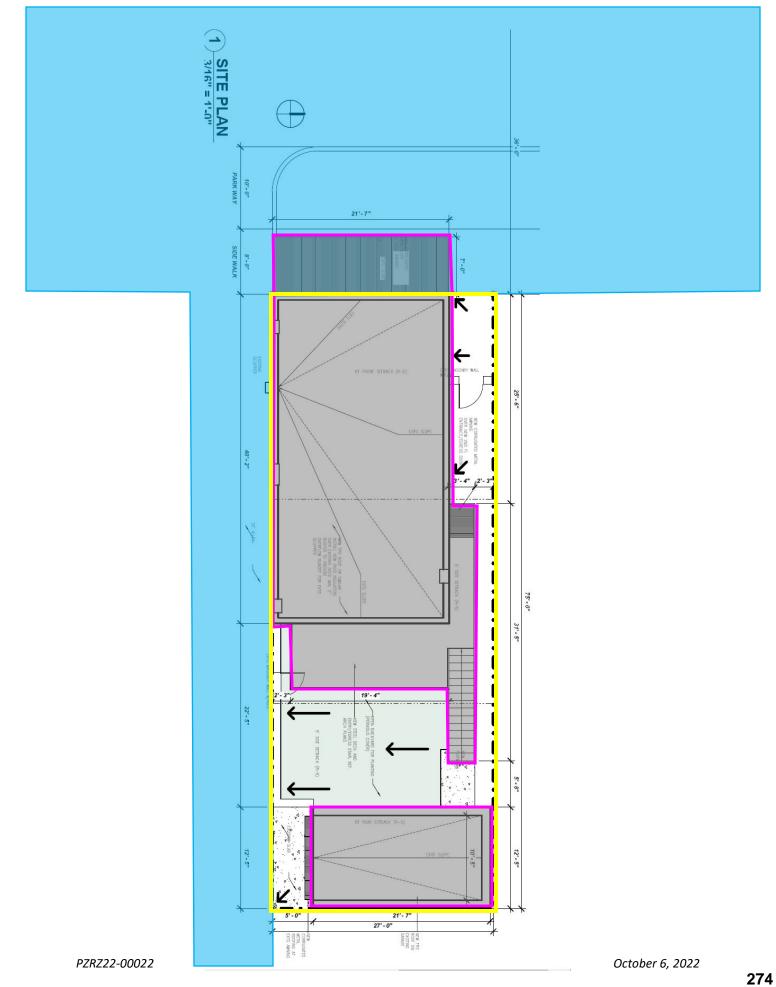
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
- 3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

- 1. Future Land Use Map
- 2. Master Zoning Plan
- 3. Master Zoning Plan Report
- 4. Department Comments
- 5. Neighborhood Notification Boundary Map
- 6. Email in support

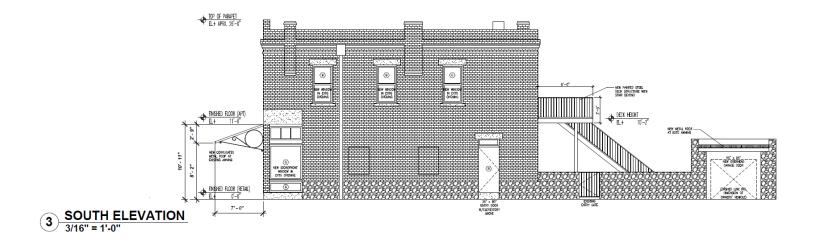












MASTER ZONING PLAN REPORT

1112 N San Marcial 100 East El Paso S 27 Ft of 30 to 32 (2025 sq ft) 0.05 acres One dwelling unit at 1095 sq ft with one bedroom at 140 sq ft Non-residential land use for grocery/retail store 868 sq ft Five Points Neighborhood

Intent

The building was built in 1912 as a grocery store for the Five Points neighborhood. The current owners want to restore the building to its original intent of retail use on the first floor while providing an apartment on the top floor. The building will follow a historically preserved development plan that seeks flexibility due to its unique design characteristics. The renovated/restored building will follow the City of El Paso Comprehensive Plan by providing more creative aesthetically desirable design and land use.

As early as 1914, the building housed the Benton & Bixler Grocery store.

Proposed Permitted Uses

First floor: grocery, art gallery, other retail establishment (low-volume)

Second floor: Live-work flex unit/Single-family attached dwelling (atrium, patio, townhouse, condominium)

Objectives of the Rezoning to General Mixed Use

Restore, upgrade and preserve the existing structure to its original intent of a residence and retail store.

Maximum building height:

26' or the existing height. There is no plan to extend the height of the building.

Minimum and maximum coverage: 60%

Characteristics

Description: The renovation will preserve the current two story building built in 1912 consisting of two floors: one upstairs apartment and the original retail/grocery store space below.

The two story brick structure is a version of Federal style mercantile building of the early 1900s. It is a free-standing building centrally located in the neighborhood of the Five Points area of El Paso.

Each floor has original hardwood floors. The first floor store front has large pane, front and alley facing windows which have been replaced with wood panels. The original awning has been lowered and replaced with asphalt tiles. Under the lowered sheetrock ceiling is the original pressed tin ceiling from approximately the time of the grocery store, 1914.

The property includes a 272 sq ft single car garage made of entirely of rock and similar to other rock structures in El Paso from the period.

Access

All entry for apartment and proposed retail will be through front of the building on San Marcial.

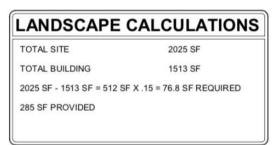
Setbacks

 $\mathbf{0}'$ setbacks throughout are proposed which is consistent with existing structure and garage on three sides.

Density

Density will remain with the two, original, existing units: main building and garage.

Landscaping



Native southwestern, desert plants and trees will be planted EVERYWHERE possible. The owners will ask permission to remove concrete between San Marcial (street) and city sidewalk to do additional plantings. This is consistent with most streets in El Paso.

Parking

1112 San Marcial Parking Calculations								
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Spaces Available	22	22	22	22	22	22	22	
Spaces Taken 8:00 am	6	7	7	6	6	5	~	
Spaces Taken 12:00 pm	3	8	7	8	9	7	3	
Spaces Taken 4:00 pm	2	4	3	5	9	8	2	
Spaces Taken 8:00 pm	3	3	3	3	3	3	3	
Average	3.5	5.5	5	5.5	6.75	5.75	2.75	

The garage will provide one parking space. Please see Traffic Impact Analysis

Trash

Small trash receptacles will be placed inside the yard on concrete padding. If a dumpster is needed, it can be place in an alley niche near the garage opening. It's where it was located when the owners purchased the building. The owners are avid recyclers so it is their intent to keep garbage and at a minimal.

Floor Area Ratio

Total construction for the project is 2235 sq ft for a total floor area of 1.0. This includes the restoration of the garage.

Special Privilege

Canopy/awning over ROW (sidewalk on San Marcial) will be addressed and permission sought.

Phasing

The project will be built in one phase in its entirety.

Relationship with Plan for El Paso

The restoration and development will enhance the neighborhood's economic and social vitality and will follow the overall City of El Paso's goals to revitalize historic buildings within the City.

Planning and Inspections Department - Planning Division

Recommend approval. Proposal is in character with the neighborhood.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval. No objections to proposed rezoning.

The generalized site plan is not being reviewed for conformance due to conceptual nature. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

- 1. Show existing drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision.
- 2. The code encourages the use of nonstructural storm water management such as the preservation of greenspace, rainwater harvesting within parkways, landscaped areas, and other conservation efforts, to the maximum extent practicable.
- 3. Clarify how maintenance ramp is going to be fixed since it encroaches in the ROW and is not ADA compliant.

Fire Department

Recommend approval. No adverse comments.

Police Department

No comments received.

Environmental Services

No comments received.

Streets and Maintenance Department

- 1. This application does not meet the criteria to require a TIA per Section 19.18.010(B)(1) of the El Paso Code.
- Sidewalks shall be a minimum of 5 feet wide within a public street right-of-way per Section 13.04.020(A)(13) of the El Paso Code. The existing ADA ramp is encroaching the sidewalk's minimum width requirement and obstructing the path of travel for pedestrians.

Sun Metro

No comments received.

El Paso Water

El Paso Water (EPWater) does not object to this request.

Water:

There is an existing 6-inch diameter water main that extends along the west side of San Marcial St. approximately 15-feet east of and parallel to the western right-of-way line of San Marcial St. This water main is available for service.

There is an existing 4-inch diameter water main that extends along the north side of alley north of Pershing Dr. approximately 5-feet south of and parallel to the northern right-of-way line of the alley. This water main is available for service.

Previous water pressure from fire hydrant #1945 located at the northwest intersection of San Marcial St. and Pershing Dr., has yielded a static pressure of 78 psi, a residual pressure of 76 psi, and a discharge of 581 gallons per minute.

EPWater records indicate an active ¾-inch water meter serving the subject property. The service address for this meter is 1112 San Marcial St.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that along the south side of alley north of Pershing Dr. approximately 5-feet north of and parallel to the southern right-of-way line of Pershing Dr. This sanitary sewer main is available for service.

General:

An application for additional water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd floor and at *www.epwater.org*. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EPWater-SW has no objections to this proposal and appreciate the use of green space to retain some of the storm sewer runoff.

13

Texas Department of Transportation

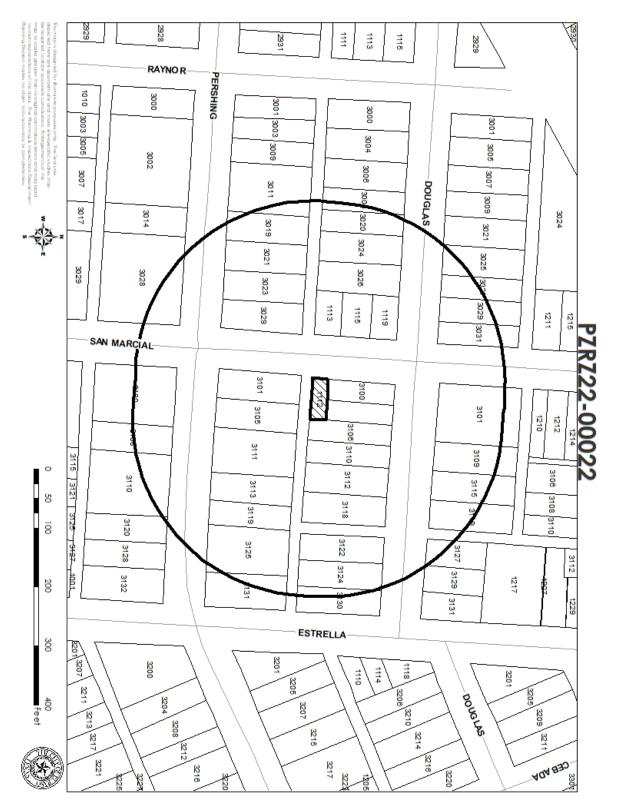
No comments received.

El Paso 9-1-1 District

The 911 District has no comments/concerns regarding this zoning.

El Paso County Water Improvement District #1

Not within the boundaries of EPCWID1.



From: To: Subject: Date: Buck Johnston Zamora, Luis F. Fwd: 1112 N. San Marcial Tuesday, July 19, 2022 7:06:18 PM

You don't often get email from chicabuck@protonmail.com. Learn why this is important

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

Dear Luis:

I spoke to the neighbor about the encroachment and it went very well. I was very frank about our plans and I promised to be a good neighbor. Below is his email endorsing the rezoning and a-okay with the encroachment. FYI: we are going to work to correct the encroachment issue.

Thank you so much. I appreciate y'all. buck.

Sent from Proton Mail for iOS

------ Forwarded message ------From: Otilia Moss<<u>mosso62@yahoo.com</u>> Date: On Tue, Jul 19, 2022 at 7:54 PM Subject: Fwd: 1112 N. San Marcial To: chicabuck@protonmail.com <<u>chicabuck@protonmail.com</u>> CC: To Whom It May Concern:

I spoke with Ms.Buck Johnston yesterday evening (July 18th,2022)regarding her plans to submit her property at 1112 N. San Marcial for rezoning and the issue of her garage encroaching 4 inches onto the property at 3106 Douglas Ave. I have no issues with the rezoning or the encroachment.

15

Sincerely, Michael Moss 3106 Douglas Ave. El Paso, Texas 79903 From: Buck Johnston buck@bbgun.com Subject: Fwd: 1112 N San Marcial Date: June 22, 2022 at 12:45 PM To:

60

Begin forwarded message:

From: Rocketbuster <<u>howdy@rocketbuster.com</u>> Subject: Re: 1112 N San Marcial Date: May 25, 2022 at 12:59:37 PM CDT To: Buck Johnston <<u>buck@bbgun.com</u>>

WONDROUS Being Buck,

Elizabeth here, I spoke with you earlier. Want to reply immediately to

Whoo Hoo!!! In Love with your project and so will Marty & Nevena be. They are both with clients this morning and I am excited to pass the word to them. I'm sure they will be in contact with you as soon as they can to express their joyousness at your arrival to the neighborhood.

Happy Trails Elizabeth at

MISSION CONTROL SPECIALIST 915-541-1300

"SPACE AGE VINTAGE STYLE FOR FOLKS WHO JUST A'INT BORING!"

ROCKETBUSTER HANDMADE CUSTOM BOOTS 115 ANTHONY STREET EL PASO, TEXAS 79901 (915) 541-1300

www.rocketbuster.com Instagram / rocketbusterboots

On Wed, May 25, 2022 at 11:23 AM Buck Johnston <<u>buck@bbgun.com</u>> wrote: Dear Rocketbuster folks: My name is Buck Johnston and I purchased the building at 1112 N San Marcial with my husband, Camp Bosworth. The legal description is: 100 East EI Paso S 27 ft of 30 to 32.

We are reaching out to you and the Five Points Neighborhood Association. We met Marty years ago in Marfa, Texas. We own the old church building and have Wrong Marfa store and gallery. <u>http://www.wrongmarfa.com</u>

We are good friends with Evan Voyles and many other mutual friends.

We have completed some demolition of the building and have discovered a great deal about it. The building was built in 1912 and in 1914 became the Benton & Bixler Grocery Store. It was the local grocery store for the neighborhood. It has the original hardwood floors and pressed tin ceiling from the grocery store days. These discoveries have started a process to bring the building back to its original purpose and glory. We have fallen in love with it and are looking to do a historic restoration on it. In keeping with that idea, we are starting exploration of a General Mixed Use zoning for the property. Our idea is to live upstairs in the original apartment and have a store on the first floor. We have NO INTENTION of EVER having a bar or short term rental. We are not interested in anything disruptive, but we are interested in being good neighbors and good stewards of the community. We will even do a deed restriction prohibiting a bar from EVER being in that location because we feel very strongly the area does not need more bars and we care about the future of the neighborhood. Our plans are to do what we know: we want to do a store centered around artists' goods and a gallery.

We are reaching out to get your support and/or thoughts and answer any questions. We would be delighted to provide a tour of the building to you and any of the Association's members to address concerns or answer questions and to meet everyone.

We have reached out to Five Points Development Association, Manhattan Heights Neighborhood Association. We have nothing to hide and want to move forward in the most positive way.

Please feel to contact via email or by phone at 214-901-8552.

Thank you. buck.

buck johnston 214-901-8552 buck johnston http://www.wrongmarfa.com

432-729-1976 cell: 214-901-8552



Legislation Text

File #: 22-1479, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

An Ordinance terminating the Sign Design non-exclusive franchise for waste containers on sidewalks and other City property.

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

DEPARTMENT: Environmental Services

AGENDA DATE: November 22, 2022 PUBLIC HEARING DATE: December 6, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Ellen Smyth, Director 915-212-6000

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 3 - Promote the Visual Image of El Paso

SUBJECT:

An Ordinance terminating the Sign Design non-exclusive franchise for waste containers on sidewalks and other City property.

BACKGROUND / DISCUSSION:

A franchise agreement is required for the placement of solid waste containers on City property. The Ordinance, acknowledged by the franchisee, identifies standards to be maintained for the placement, maintenance, and use for advertising of the solid waste containers at locations identified in the ordinance.

The franchisee does not wish to continue with the franchise, therefore staff is asking Council to terminate the franchise that was approved on November 12, 2019.

PRIOR COUNCIL ACTION:

A franchise expiring on November 11, 2024 was approved by Council on November 12, 2019.

AMOUNT AND SOURCE OF FUNDING:

N/A

DEPARTMENT HEAD:

Hudalos H. Jlama Nicholas Ybarra for Ellen Smyth

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

ORDINANCE NO.

AN ORDINANCE TERMINATING THE SIGN DESIGN NON-EXCLUSIVE FRANCHISE FOR WASTE CONTAINERS ON SIDEWALKS AND OTHER CITY PROPERTY.

WHEREAS, Ordinance No. 019001 granted to Robert Mowad d/b/a Sign Design ("Grantee") a non-exclusive franchise for waste containers on sidewalks and other city property (Exhibit "A"); and

WHEREAS, Ordinance No. 019001 states the City may terminate this franchise without cause, for any reason whatsoever, upon thirty days written notice to Grantee; and

WHEREAS, Grantee desires to terminate this franchise and the City agrees to terminate the Sign Design non-exclusive franchise for waste containers on sidewalks and other city property; and

WHEREAS, the City has complied with the notice requirements set out in Ordinance No. 019001 by giving Grantee thirty days written notice that City is terminating the Sign Design non-exclusive franchise for waste containers on sidewalks and other city property; and

WHEREAS, the City of El Paso now requests the non-exclusive franchise for waste containers on sidewalks and other City property granted in Ordinance No. 019001 to Robert Mowad d/b/a Sign Design, be terminated.

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

That the Non-Exclusive Franchise for Waste Containers on Sidewalks and other City Property granted by Ordinance No. 019001 to Robert Mowad d/b/a Sign Design shall be terminated as of the date that this ordinance is approved by City Council.

ADOPTED this _____ day of _____, 2022.

THE CITY OF EL PASO:

ATTEST:

Oscar Leeser Mayor

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Joyce Garcia Assistant City Attorney

APPROVED AS TO CONTENT:

Hicholas H. Ylanna Nicholas Ybarra for

Ellen A. Smyth, Chief Transit and Field Operations Officer

Exhibit A

4.

019001

ORDINANCE NO.

AN ORDINANCE GRANTING TO ROBERT MOWAD D/B/A SIGN DESIGN A NON-EXCLUSIVE FRANCHISE FOR WASTE CONTAINERS ON SIDEWALKS AND OTHER CITY PROPERTY

WHEREAS, Sign Design desires to place waste containers on sidewalks and other City property in accordance with El Paso City Code Section 13.20.120; and

WHEREAS, the City of El Paso (the "City") desires to allow Sign Design to place waste containers on sidewalks and other City property.

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

1. There is hereby granted to Robert Mowad, d/b/a Sign Design, hereinafter called "Grantee," and his assigns, a non-exclusive franchise under El Paso City Code 13.20.120 to place and maintain up to 150 "waste containers" meeting the criteria discussed herein, on sidewalks and other City property. The size of the waste containers shall not exceed thirty-six (36) inches in height and thirty-six (36) inches in width, or as otherwise specified in the El Paso City Code, and the design and construction of the waste containers shall be subject to prior approval by the Director for the Department of Environmental Services (the "Director") of the City. The waste containers must be durable and attractively constructed and shall at all times be maintained by Grantee in such condition as not to constitute a hazard to persons or property, or impede in any way the flow of vehicular or pedestrian traffic, with five feet of free and unobstructed passage around the waste container. The specific, fixed locations for Grantee's waste containers are on Exhibit "A", however, if the Traffic Engineer determines that any of the locations or container placements do not meet these requirements or hinders pedestrian or

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ORDINANCE NO._____ 19-1005-1816/PL #934267/Robert Mowad, d/b/a Sign Design – Waste Container Franchise ORD/KLHK vehicular traffic, the Traffic Engineer shall direct Grantee to relocate or remove such waste containers in conformity with this franchise and City Code. Grantee shall comply with the sign regulations contained in City Code Section 20.18.020C, and shall register any new locations with the City's Planning Department if any changes to Exhibit "A" are sought after City Council approvals this franchise. This franchise does not grant the right to locate waste containers on property owned or controlled by the Texas Department of Transportation (TxDOT). The location of any waste containers on property or right of way not owned or controlled by the City of El Paso must be by separate agreement with the appropriate entity.

2. The term of this franchise shall be a five year period beginning November 12, 2019, unless the agreement is otherwise terminated as provided herein. If Grantee is not in default of this agreement, the Grantee may request a one year extension in writing no later than ninety days before the end of the term, unless or until cancelled or terminated as provided for herein. The City Manager or designee is authorized to approve this option to extend.

3. Grantee may use the space on the waste containers for advertising reputable and reliable business concerns that contract for the space. Grantee will not be prohibited from placing any advertisement on the waste containers based on content. This agreement does not allow advertising for any illegal business or activity, a political party, the candidacy of any person for political office, or that is of a character deemed by the City Council to be improper for exhibition in the public streets or parks when judged by contemporary community standards.

4. If any improvements are to be constructed or repairs made, whether by the City or a utility company, on any sidewalk or other City property where Grantee has placed any waste containers, Grantee shall, upon written notice from the Director, remove any waste containers located on the affected City property. The Director shall give Grantee fourteen days written

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ORDINANCE NO.

19-1005-1816/PL #934267/Robert Mowad, d/b/a Sign Design - Waste Container Franchise ORD/KLHK

notice of the date when the construction of improvements on such City property is to begin, and Grantee shall remove such waste containers prior to the commencement of construction.

5. During the life of this franchise, Grantee shall maintain, repair or replace the waste containers as necessary, and shall keep them reasonably clean, in neat and attractive appearance, and free of odors. Grantee may change the design of the waste containers if it deems advisable, but such changes shall be subject to prior approval of the Director.

- 5.1 The City will provide written notice to the Grantee in the case of any problem waste container(s) and if the problem is not cured within seven days of that notice, the City can order the removal of said waste container(s).
- 5.2 If Grantee does not remove the problem waste container(s) within seven days of the City's removal order, the City will remove and dispose of the waste container(s) at the Grantee's cost.
- 5.3 The timeframes referenced in this Section 5 may be accelerated by the City in the case of an imminent public health or safety hazard.

6. As part of the consideration for the grant of this franchise, Grantee agrees during the term hereof:

- 6.1 To collect all refuse from the waste containers on a schedule to be approved by the Director within five days of the City's approval of this ordinance and within the timeframe subsequently approved by the Director after any change to the initially approved schedule.
- 6.2 To dispose of such refuse in a legal and proper manner including, but not limited to applicable City ordinance.

7. If Grantee collects and disposes of the refuse or uses his own employees to collect and dispose of the refuse, Grantee shall obtain, pay for and keep in effect a City commercial hauler's license, and shall comply with all laws, codes and ordinances applicable to the collection, hauling and disposal of refuse. Grantee may contract with a permitted hauler to collect and dispose of the refuse.

8. Grantee is deemed, at all times, an independent contractor and is responsible for his own acts. GRANTEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE

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CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, DAMAGE, EXPENSE OR CLAIM OF ANY NATURE WHATSOEVER ARISING OUT OF OR INCIDENT TO THIS FRANCHISE, WHICH ARE THE RESULT OF ANY ACT OR OMISSION OF GRANTEE. GRANTEE SHALL GIVE THE CITY REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. GRANTEE SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS FRANCHISE.

9. During the term of this franchise, the Grantee will carry public liability insurance by a solvent insurance company authorized to do business in Texas, for the protection of itself and the City, which must be named as an additional insured. The limits of liability must be at least \$250,000 for bodily injury or wrongful death of one person, \$500,000 for more than one person in the same accident, and \$100,000 property damage. The form of the policy is subject to approval by the City and a copy, or a certificate of insurance, must be filed with the City Clerk. The policy must provide that it cannot be canceled without ten days prior notice in writing to the City Clerk.

10. Grantee must comply with all applicable laws, regulations and ordinances.

11. The City may terminate this franchise without cause, for any reason whatsoever, upon thirty days written notice to Grantee.

12. Upon termination of this franchise, the City Council may either require Grantee to remove the containers or the City may acquire the containers as described. If the City opts to acquire the property of Grantee located in accordance with this Agreement, the grant hereof, and

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19-1005-1816/PL #934267/Robert Mowad, d/b/a Sign Design - Waste Container Franchise ORD/KLHK

such property will be transferred to the City upon the payment by the City to Grantee of a fair valuation. The fair valuation shall be ascertained by the arbitration and appraisal of a majority of three appraisers, one of whom shall be appointed by the City of El Paso, one of whom shall be appointed by the Grantee, and one of whom shall be appointed by the first two appraisers so appointed by the City and Grantee. If said two appraisers are unable to agree on the designation of a third appraiser, or if the City or Grantee refuses for a period of thirty days after notice to appoint or designate an appraiser, the County Judge of El Paso County, Texas, shall designate such appraiser. The valuation as fixed by a majority of three appraisers shall not include any payment or valuation because of any value derived from the franchise or the fact that it is or may be a going concern, duly installed and operated. If the City Council shall not desire to acquire the property by the payment of a fair valuation therefore, the property shall be removed by the Grantee without cost or expense to the City, and the sidewalk or other public place where the property was located shall be restored to its former condition.

13. This franchise may not be assigned without the prior written consent of the City, which consent will not be unreasonably withheld.

14. As consideration for this franchise, Grantee will pay to the City the annual franchise fee in the amount authorized by the El Paso City Council in Schedule C of the City's Budget Resolution, as amended on or before the 15th day following the granting of this franchise. In addition, on March 31, June 30, September 30 and December 31 of each year during the term of this franchise, the Grantee will submit a quarterly payment in the amount authorized by City Council per waste container in service per month. By way of example, the December 31, 2019 payment shall cover the period from the date of execution to December 31, 2019, and the March 31, 2020 payment shall cover the period from January 1, 2020 to March 31, 2020. This fee will

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ORDINANCE NO.

include a report listing the number of waste containers in service, their location and reason for removing a waste container. If the City does not receive one or more of the referenced franchise fees by their due date, the City shall send a written notice of default to the Grantee for lack of payment. The City will give Grantee ten calendar days from the date of such notice to pay in full or the franchise will be terminated at the end of the ten day period. If the Grantee is found to be violating the provisions of this franchise or submitting false records listing locations or number of waste containers, the penalties listed in Section 1.08.030 of the City Code shall be pursued by the City against Grantee. All payments shall be submitted to the Comptroller of the City of El Paso, at the following address: P.O. Box 1890, El Paso, Texas 79950-1890.

15. The City may conduct periodic audits of the waste container locations to ensure quarterly reporting is accurate. The Department of Environmental Services may also investigate any and all complaints addressing waste container condition, locations, and nuisances caused by these waste containers.

16. In addition, Grantee must allow the City to use ten percent of its advertising space on its waste containers to publicize upcoming City-sponsored events and City-related community services messages. The Grantee will meet with the Director within ten days following the execution of this ordinance and again annually as of the date of the granting of this franchise to discuss the number and location of spaces available for City use. The locations shall be fixed until such time as the City agrees to a different location. The City is entitled to use ten percent of the total advertising spaces that the Grantee had available during the immediately preceding three months. There will be no more than one space per waste container for City use. The Grantee reserves the right to try to solicit sponsorship for the spaces allotted for City use. The City reserves the right to approve the wording and design of such advertisements and to accept

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sponsors. If the Grantee does not have a sponsor for the spaces allotted for City use, the City has the option to furnish its own signs for placement by the Grantee on the waste containers. The City reserves the right to give the Grantee thirty days written notice to update or change the advertisement wording or design of a space reserved for City use.

17. Grantee herein shall indicate the acceptance of the provisions of this Ordinance in writing within five days after the passage thereof.

18. Written notice to the other party may be provided at the following addresses, or at a new address as provided in writing to the nonmoving party by a party that has moved its physical location within thirty days of said relocation without the necessity of amending this contract:

City:

City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890

Grantee:

Sign Design Attn: Owner 4334 Emory Rd. El Paso, Texas 79922

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ORDINANCE NO.______ 19-1005-1816/PL #934267/Robert Mowad, d/b/a Sign Design – Waste Container Franchise ORD/KLHK

CITY CLERK DEPT 2019 OCT 17 PK5:35

PASSED AND APPROVED this 12 th day of NW., 2019.

CITY OF EL PASO

Dee Margo Mayor

ATTEST: Rawra D. Prine

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Kristen Lynn Hamilton-Karam Assistant City Attorney **APPROVED AS TO CONTENT:**

Ellen A. Smyth, P.E., Director Department of Environmental Services

(Acceptance and Acknowledgment follow on next page)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this <u>25</u> day of <u>November</u>, 2019.

Robert Mowad d/b/a SIGN DESIGN

By: Robert Mowad

Its: Owner

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this 25th day of November 2019, by Robert Mowad, acting as the Owner of Sign Design.



Notary Public, State of Texas

Notary's Printed or Typed Name:

lar

My Commission Expires:

06042022

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ORDINANCE NO._____ 19-1005-1816/PL #934267/Robert Mowad, d/b/a Sign Design – Waste Container Franchise ORD/KLHK

Gateway West	Giles	1
Geronimo	Hughey	1
Hercules	Diana	1
Hondo Pass	Diana	1
Mesa	Camille	1
Mesa	Crosby	1
Mesa	Cliff	1
Mesa Hills	Onix	1
Montana	Dallas	1
Montana	Mescalero	1
Montana	Stanton	1
Montana	Kansas	1
Montana	Piedras	2
North Loop	Hawkins	4
Oregon	Arizona	1
Oregon	River	1
Pebble Hills	Oak Crest	1
Pebble Hills	Lee	3
Pebble Hills	Arrambide	1
Pebble Hills	Running Deer	1
Pershing	Trowbridge	1
Pershing	Raynor	1
Piedras	Altura	1
Piedras	Pershing	1
Piedras	Fort Blvd.	1
Piedras	Tularosa	2
Stanton	Arizona	1
Suncrest	Mesa Hills	1
Trowbridge	Frederick	1
Trowbridge	Chelsea	1
Trowbridge	Howze	1
Vista Del Sol	Vista De Oro	1
Woodrow Bean	Rushing	1
Yandell	Oregon	1
Yandell	El Paso	2
Yarbrough	Springwood	1
Yarbrough	Woodward	1
Yarbrough	Album	1
Yarbrough	Edgemere	1
Zaragoza	Roseway	1
1100		

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ORDINANCE NO.______ 19-1005-1816/PL #934267/Robert Mowad, d/b/a Sign Design – Waste Container Franchise ORD/KLHK

EXHIBIT "A"

Site locations for Sign Design waste containers:

1. 5

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Main Street	Cross Street	No Authorized
Alabama	Nashville	1
Alabama	Richmond	1
Alabama	Wheeling	1
Alabama	Harrison	1
Alabama	Fort Blvd.	1
Alameda	Ysleta	1
Alameda	Harris	1
Altura	Pershing	1
Brown	Cliff	1
Campbell	Arizona	1
Campbell	Arizona	1
Copia	Pershing	1
Copia	Aurora	1
Copia	Altura	1
Copia	Frankford	1
Copia	Fort	2
Copia	Douglas	1
Cotton	Arizona	1
Cotton	Arizona	1
Cotton	Texas	2
Cotton	Wyoming	1
Cotton Grant	Riogrande	1
Dyer	Alps	1
Dyer	Hercules	1
Dyer	Yvette	1
Dyer	Maila	1
Dyer	Rushing	1
Dyer	Diana	1
Dyer	Rutherford	1
Dyer	Marwell	1
Dyer	Broadus	1
Dyer	Fred Wilson	1
Dyer	Mobile	1
Dyer	Rutherford	1
Dyer	Van Buren	1
Gateway West	Sumac	2

019001

ORDINANCE NO.______ 19-1005-1816/PL #934267/Robert Mowad, d/b/a Sign Design – Waste Container Franchise ORD/KLHK



Legislation Text

File #: 22-1476, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

An Ordinance granting to Tyler Lyon El Paso Street Ads, LLC a non-exclusive franchise for waste containers on sidewalks and other City property.

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

DEPARTMENT: **Environmental Services**

AGENDA DATE: November 22, 2022 PUBLIC HEARING DATE: December 6, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Ellen Smyth, Director 915-212-6000

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBJECT:

An Ordinance granting to Tyler Lyon El Paso Street Ads, LLC a non-exclusive franchise for waste containers on sidewalks and other city property.

BACKGROUND / DISCUSSION:

A franchise agreement is required for the placement of solid waste containers on City property. The Ordinance, acknowledged by the franchisee, identifies standards to be maintained for the placement, maintenance, and use for advertising of the solid waste containers at locations identified in the ordinance.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

DEPARTMENT HEAD:

Hicholas H. Jama Nicholas Ybarra for Ellen Smyth

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

ORDINANCE NO.

AN ORDINANCE GRANTING TO TYLER LYON EL PASO STREET ADS, LLC A NON-EXCLUSIVE FRANCHISE FOR WASTE CONTAINERS ON SIDEWALKS AND OTHER CITY PROPERTY

WHEREAS, El Paso Street Ads, LLC desires to place waste containers on sidewalks and other City property in accordance with El Paso City Code Section 13.20.120; and

WHEREAS, the City of El Paso (the "City") desires to allow El Paso Street Ads, LLC to place waste containers on sidewalks and other City property.

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

1. There is hereby granted to Tyler Lyon, El Paso Street Ads, LLC, hereinafter called "Grantee," and his assigns, a non-exclusive franchise under El Paso City Code 13.20.120 to place and maintain up to 150 "waste containers" meeting the criteria discussed herein, on sidewalks and other City property. The size of the waste containers shall not exceed thirty-six (36) inches in height and thirty-six (36) inches in width, or as otherwise specified in the El Paso City Code, and the design and construction of the waste containers shall be subject to prior approval by the Director for the Department of Environmental Services (the "Director") of the City. The waste containers must be durable and attractively constructed and shall at all times be maintained by Grantee in such condition as not to constitute a hazard to persons or property, or impede in any way the flow of vehicular or pedestrian traffic, with five feet of free and unobstructed passage around the waste container. The specific, fixed locations for Grantee's waste containers are on Exhibit "A", however, if the Traffic Engineer determines that any of the locations or container placements do not meet these requirements or hinders pedestrian or vehicular traffic, the Traffic

Engineer shall direct Grantee to relocate or remove such waste containers in conformity with this franchise and City Code. Grantee shall comply with the sign regulations contained in City Code Section 20.18.020C, and shall register any new locations with the City's Planning Department if any changes to Exhibit "A" are sought after City Council approvals this franchise. This franchise does not grant the right to locate waste containers on property owned or controlled by the Texas Department of Transportation (TxDOT). The location of any waste containers on property or right of way not owned or controlled by the City of El Paso must be by separate agreement with the appropriate entity.

2. The term of this franchise shall be a five-year period beginning December 6, 2022, unless the agreement is otherwise terminated as provided herein. If Grantee is not in default of this agreement, the Grantee may request a one-year extension in writing no later than ninety days before the end of the term, unless or until cancelled or terminated as provided for herein. The City Manager or designee is authorized to approve this option to extend.

3. Grantee may use the space on the waste containers for advertising reputable and reliable business concerns that contract for the space. Grantee will not be prohibited from placing any advertisement on the waste containers based on content. This agreement does not allow advertising for any illegal business or activity, a political party, the candidacy of any person for political office, or that is of a character deemed by the City Council to be improper for exhibition in the public streets or parks when judged by contemporary community standards.

4. If any improvements are to be constructed or repairs made, whether by the City or a utility company, on any sidewalk or other City property where Grantee has placed any waste containers, Grantee shall, upon written notice from the Director, remove any waste containers located on the affected City property. The Director shall give Grantee fourteen days written notice of the date

when the construction of improvements on such City property is to begin, and Grantee shall remove such waste containers prior to the commencement of construction.

5. During the life of this franchise, Grantee shall maintain, repair or replace the waste containers as necessary, and shall keep them reasonably clean, in neat and attractive appearance, and free of odors. Grantee may change the design of the waste containers if it deems advisable, but such changes shall be subject to prior approval of the Director.

- 5.1 The City will provide written notice to the Grantee in the case of any problem waste container(s) and if the problem is not cured within seven days of that notice, the City can order the removal of said waste container(s).
- 5.2 If Grantee does not remove the problem waste container(s) within seven days of the City's removal order, the City will remove and dispose of the waste container(s) at the Grantee's cost.
- 5.3 The timeframes referenced in this Section 5 may be accelerated by the City in the case of an imminent public health or safety hazard.

6. As part of the consideration for the grant of this franchise, Grantee agrees during the term hereof:

- 6.1 To collect all refuse from the waste containers on a schedule to be approved by the Director within five days of the City's approval of this ordinance and within the timeframe subsequently approved by the Director after any change to the initially approved schedule.
- 6.2 To dispose of such refuse in a legal and proper manner including, but not limited to applicable City ordinance.

7. If Grantee collects and disposes of the refuse or uses his own employees to collect and dispose of the refuse, Grantee shall obtain, pay for and keep in effect a City commercial hauler's license, and shall comply with all laws, codes and ordinances applicable to the collection, hauling and disposal of refuse. Grantee may contract with a permitted hauler to collect and dispose of the refuse.

8. Grantee is deemed, at all times, an independent contractor and is responsible for his own acts. GRANTEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY,

ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, DAMAGE, EXPENSE OR CLAIM OF ANY NATURE WHATSOEVER ARISING OUT OF OR INCIDENT TO THIS FRANCHISE, WHICH ARE THE RESULT OF ANY ACT OR OMISSION OF GRANTEE. GRANTEE SHALL GIVE THE CITY REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. GRANTEE SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS FRANCHISE.

9. During the term of this franchise, the Grantee will carry public liability insurance by a solvent insurance company authorized to do business in Texas, for the protection of itself and the City, which must be named as an additional insured. The limits of liability must be at least \$250,000 for bodily injury or wrongful death of one person, \$500,000 for more than one person in the same accident, and \$100,000 property damage. The form of the policy is subject to approval by the City and a copy, or a certificate of insurance, must be filed with the City Clerk. The policy must provide that it cannot be canceled without ten days prior notice in writing to the City Clerk.

10. Grantee must comply with all applicable laws, regulations and ordinances.

11. The City may terminate this franchise without cause, for any reason whatsoever, upon thirty days written notice to Grantee.

12. Upon termination of this franchise, the City Council may either require Grantee to remove the containers or the City may acquire the containers as described. If the City opts to acquire the property of Grantee located in accordance with this Agreement, the grant hereof, and such property will be transferred to the City upon the payment by the City to Grantee of a fair valuation. The fair valuation shall be ascertained by the arbitration and appraisal of a majority of three appraisers, one of whom shall be appointed by the City of El Paso, one of whom shall be appointed by the Grantee, and one of whom shall be appointed by the first two appraisers so appointed by the City and Grantee. If said two appraisers are unable to agree on the designation of a third appraiser, or if the City or Grantee refuses for a period of thirty days after notice to appoint or designate an appraiser, the County Judge of El Paso County, Texas, shall designate such appraiser. The valuation as fixed by a majority of three appraisers shall not include any payment or valuation because of any value derived from the franchise or the fact that it is or may be a going concern, duly installed and operated. If the City Council shall not desire to acquire the property by the payment of a fair valuation therefore, the property shall be removed by the Grantee without cost or expense to the City, and the sidewalk or other public place where the property was located shall be restored to its former condition.

13. This franchise may not be assigned without the prior written consent of the City, which consent will not be unreasonably withheld.

14. As consideration for this franchise, Grantee will pay to the City the annual franchise fee in the amount authorized by the El Paso City Council in Schedule C of the City's Budget Resolution, as amended on or before the 15th day following the granting of this franchise. In addition, on March 31, June 30, September 30 and December 31 of each year during the term of this franchise, the Grantee will submit a quarterly payment in the amount authorized by City Council per waste container in service per month. By way of example, the December 31, 2022 payment shall cover the period from the date of execution to December 31, 2022, and the March 31, 2023 payment shall cover the period from January 1, 2023 to March 31, 2023. This fee will include a report listing the number of waste containers in service, their location and reason for removing a waste container. If the City does not receive one or more of the referenced franchise fees by their due date, the City

shall send a written notice of default to the Grantee for lack of payment. The City will give Grantee ten calendar days from the date of such notice to pay in full or the franchise will be terminated at the end of the ten-day period. If the Grantee is found to be violating the provisions of this franchise or submitting false records listing locations or number of waste containers, the penalties listed in Section 1.08.030 of the City Code shall be pursued by the City against Grantee. All payments shall be submitted to the Comptroller of the City of El Paso, at the following address: P.O. Box 1890, El Paso, Texas 79950-1890.

15. The City may conduct periodic audits of the waste container locations to ensure quarterly reporting is accurate. The Department of Environmental Services may also investigate any and all complaints addressing waste container condition, locations, and nuisances caused by these waste containers.

16. In addition, Grantee must allow the City to use ten percent of its advertising space on its waste containers to publicize upcoming City-sponsored events and City-related community services messages. The Grantee will meet with the Director within ten days following the execution of this ordinance and again annually as of the date of the granting of this franchise to discuss the number and location of spaces available for City use. The locations shall be fixed until such time as the City agrees to a different location. The City is entitled to use ten percent of the total advertising spaces that the Grantee had available during the immediately preceding three months. There will be no more than one space per waste container for City use. The City reserves the right to try to solicit sponsorship for the spaces allotted for City use. The City reserves the right to approve the wording and design of such advertisements and to accept sponsors. If the Grantee does not have a sponsor for the spaces allotted for City use, the City has the option to furnish its own signs for placement by the Grantee on the waste containers. The City reserves the

right to give the Grantee thirty days written notice to update or change the advertisement wording or design of a space reserved for City use.

17. Grantee herein shall indicate the acceptance of the provisions of this Ordinance in writing within five days after the passage thereof.

18. Written notice to the other party may be provided at the following addresses, or at a new address as provided in writing to the nonmoving party by a party that has moved its physical location within thirty days of said relocation without the necessity of amending this contract:

City:

City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890

Grantee:

El Paso Street Ads, LLC Attn: Owner 1423 E. Missouri Ste. A El Paso, Texas 79902 ADOPTED this _____ day of _____, 2022.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Joyce Garcia Assistant City Attorney

APPROVED AS TO CONTENT:

<u>Hubalos H. Ylanna</u> Nicholas Ybarra for Ellen A. Smyth,

Chief Transit and Field Operations Officer

(Acceptance and Acknowledgment follow on next page)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this _____ day of _____, 2022.

Tyler Lyon EL PASO STREET ADS, LLC

By: Tyler Lyon Its: Owner

ACKNOWLEDGEMENT

THE STATE OF TEXAS COUNTY OF EL PASO

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)

This instrument was acknowledged before me on this _____ day of _____, 2022, by Tyler Lyon, acting as the Owner of EL Paso Street Ads, LLC.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

EXHIBIT "A"

Site locations for El Paso Street Ads, LLC waste containers:

Main Street	Cross Street	No Authorized
ALABAMA	NASHVILLE	1
ALABAMA	RICHMOND	1
ALABAMA	WHEELING	1
ALABAMA	HARRISON	1
ALABAMA	FORT BLVD.	1
ALAMEDA	YSLETA	1
ALAMEDA	HARRIS	1
ALTURA	PERSHING	1
BROWN	CLIFF	1
CAMPBELL	ARIZONA	2
COPIA	PERSHING	1
COPIA	AURORA	1
COPIA	ALTURA	1
COPIA	FRANKFORD	1
COPIA	FORT BLVD.	2
COPIA	DOUGLAS	1
COTTON	ARIZONA	2
COTTON	TEXAS	2
COTTON	WYOMING	1
COTTON GRANT	RIO GRANDE	1
DYER	ALPS	1
DYER	HERCULES	1
DYER	YVETTE	1
DYER	MANILA	1
DYER	RUSHING	1
DYER	DIANA	1
DYER	RUTHERFORD	2
DYER	MARWELL	1
DYER	BROADUS	1
DYER	FRED WILSON	1
DYER	MOBILE	1
DYER	VAN BUREN	1
GATEWAY BLVD WEST	SUMAC	2
GERONIMO	HUGHEY	1
HERCULES	DIANA	1

HONDO PASS	DIANA	1
MESA	CAMILLE	1
MESA	CROSBY	1
MESA	CLIFF	1
MESA HILLS	ONIX	1
MESA HILLS	SUNCREST	1
MONTANA	DALLAS	1
MONTANA	MESCALERO	1
MONTANA	STANTON	1
MONTANA	KANSAS	1
MONTANA	PIEDRAS	2
NORTH LOOP	HAWKINS	4
OREGON	ARIZONA	1
OREGON	RIVER	1
PEBBLE HILLS	OAK CREST	1
PEBBLE HILLS	LEE	3
PEBBLE HILLS	ARRAMIDE	1
PEBBLE HILLS	RUNNING DEER	1
PERSHING	TROWBRIDGE	1
PERSHING	RAYNOR	1
PIEDRAS	ALTURA	1
PIEDRAS	PERSHING	1
PIEDRAS	FORT BLVD.	1
PIEDRAS	TULAROSA	2
TRANSMOUNTAIN	RUSHING	1
TROWBRIDGE	FREDERICK	1
TROWBRIDGE	CHELSEA	1
TROWBRIDGE	HOWZE	1
VISTA DEL SOL	VISTA DE ORO	1
YANDELL	OREGON	1
YANDELL	EL PASO	2
YARBROUGH	SPRINGWOOD	2
YARBROUGH	WOODWARD	1
YARBROUGH	ALBUM	1
YARBROUGH	EDGEMERE	1
ZARAGOZA	ROSEWAY	1
	TOTAL	86



Legislation Text

File #: 22-1478, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

An Ordinance granting to Ruben Torres d/b/a Elite Advertising a non-exclusive franchise for waste containers on sidewalks and other City property.

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

DEPARTMENT: **Environmental Services**

AGENDA DATE: November 22, 2022 PUBLIC HEARING DATE: December 6, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Ellen Smyth, Director 915-212-6000

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBJECT:

APPROVE AN ORDINANCE GRANTING TO RUBEN TORRES d/b/a ELITE ADVERTISING A NON-EXCLUSIVE FRANCHISE FOR WASTE CONTAINERS ON SIDEWALKS AND OTHER CITY PROPERTY

BACKGROUND / DISCUSSION:

A franchise agreement is required for the placement of solid waste containers on City property. The Ordinance, acknowledged by the franchisee, identifies standards to be maintained for the placement, maintenance, and use for advertising of the solid waste containers at locations identified in the ordinance.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

DEPARTMENT HEAD:

Hudalas H. Ylama Nicholas Ybarra for Ellen Smyth

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

ORDINANCE NO.

AN ORDINANCE GRANTING TO RUBEN TORRES D/B/A ELITE ADVERTISING A NON-EXCLUSIVE FRANCHISE FOR WASTE CONTAINERS ON SIDEWALKS AND OTHER CITY PROPERTY

WHEREAS, Ruben Torres d/b/a ELITE ADVERTISING desires to place waste containers on sidewalks and other City property; and

WHEREAS, the City of El Paso (the "City") desires to allow Ruben Torres d/b/a ELITE ADVERTISING to place waste containers on sidewalks and other City property;

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

1. There is hereby granted to Ruben Torres d/b/a ELITE ADVERTISING, hereinafter called "Grantee," and his assigns, a non-exclusive franchise to place and maintain up to 150 "waste containers" meeting the criteria discussed herein, on sidewalks and other City property. The size of the waste containers shall not exceed thirty-six (36) inches in height and thirty-six (36) inches in width, or as otherwise specified in the El Paso City Code, and the design and construction of the waste containers shall be subject to prior approval by the Director for the Department of Environmental Services (the "Director") of the City. The waste containers must be durable and attractively constructed and shall at all times be maintained by Grantee in such condition as not to constitute a hazard to persons or property, or impede in any way the flow of vehicular or pedestrian traffic, with five (5) feet of free and unobstructed passage around the waste container. The specific, fixed locations of existing waste containers are on Exhibit "A", provided, however, that should the Traffic Engineer determine that any of the waste containers on Exhibit "A" do not meet the requirements set forth herein, the Traffic Engineer shall direct Grantee to relocate or remove such

^{22-1005-11760|1209029 |} Ruben Torres d/b/a/ ELITE ADVERTISING Trashcan Franchise ORD JG

waste containers in conformity with this franchise and City Code. Grantee shall comply with City Code Section 20.18.020, and shall register any new locations with the City's Planning Department if any changes to Exhibit "A" locations are sought subsequent to the approval of this franchise by City Council. This franchise does not grant the right to locate waste containers on property owned or controlled by the Texas Department of Transportation (TxDOT). The location of any waste containers on TxDOT property must be by separate agreement with said state department or agency.

2. The term of this franchise shall be a five (5) year period beginning December 6, 2022, unless the agreement is otherwise terminated as provided herein. In the event the Grantee issues a written request to the City to extend the franchise at least ninety (90) days prior to the end of the initial term, the parties may agree to a one-year extension option, unless or until otherwise cancelled or terminated as provided for herein. The option may be exercised on behalf of the City administratively via signature of the City Manager.

3. Grantee may use the space on the waste containers for advertising such reputable and reliable business concerns as may contract for the space. Grantee shall not be prohibited from placing on his/her waste containers any advertisement based on content. No advertising will be permitted, however, which is for any illegal business or activity, which advertises a political party or the candidacy of any person for political office, or which is of a character deemed by the City Council to be improper for exhibition in the public streets or parks when judged by contemporary community standards.

4. If any improvements are to be constructed or repairs made, whether by the City or a utility company, on any sidewalk or other City property where Grantee has placed any waste containers,

Grantee shall, upon written notice from the Director, remove any waste containers located on the affected City property. The Director shall give Grantee fourteen (14) days written notice of the date when the construction of improvements on such City property is to begin, and Grantee shall remove such waste containers prior to the commencement of construction.

5. During the life of this franchise, Grantee shall maintain, repair or replace the waste containers as necessary, and shall keep them reasonably clean, in neat and attractive appearance, and free of odors. Grantee may change the design of the waste containers if it deems advisable, but such changes shall be subject to prior approval of the Director.

- 5.1 The City will provide written notice to the Grantee in the case of any problem waste container(s) and if the problem is not cured within seven (7) days of that notice, the City can order the removal of said waste container(s).
- 5.2 If Grantee does not remove the problem waste container(s) within seven (7) days of the City's removal order, the City will remove and dispose of the waste container(s) at the Grantee's cost.
- 5.3 The timeframes referenced in this Section 5 may be accelerated by the City in the case of an imminent public health or safety hazard.

6. As part of the consideration for the grant of this franchise, Grantee agrees during the term hereof:

- 6.1 To collect all refuse from the waste containers on a schedule to be approved by the Director within five (5) days of the City's approval of this ordinance and within the timeframe subsequently approved by the Director after any change to the initially approved schedule.
- 6.2 To dispose of such refuse in a legal and proper manner including, but not limited to applicable City ordinance.
- 7. If Grantee collects and disposes of the refuse or uses his own employees to collect and

dispose of the refuse, Grantee shall obtain, pay for and keep in effect a City commercial hauler's

license, and shall comply with all laws, codes and ordinances applicable to the collection, hauling

and disposal of refuse. Grantee may contract with a permitted hauler to collect and dispose of the refuse.

8. Grantee shall be deemed at all times to be an independent contractor and shall be responsible for his own acts. Grantee agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all loss, liability, damage, expense or claim of any nature whatsoever arising out of or incident to this franchise, which are the result of any act or omission of Grantee. Grantee shall give the City reasonable notice of any such claims or actions. Grantee shall use legal counsel reasonably acceptable to the City in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this franchise.

9. During the term of this franchise, the Grantee will carry public liability insurance by a solvent insurance company authorized to do business in Texas, for the protection of itself and the City, which shall be named as an additional insured. The limits of liability shall be at least \$250,000 for bodily injury or wrongful death of one person, \$500,000 for more than one person in the same accident, and \$100,000 property damage. The form of the policy shall be subject to approval by the City and a copy, or a certificate of insurance, shall be filed with the City Clerk. The policy shall provide that it cannot be canceled without ten (10) days prior notice in writing to the City Clerk.

10. Grantee shall comply with all applicable laws, regulations and ordinances.

11. The City may terminate this franchise without cause, for any reason whatsoever, upon thirty (30) days written notice to Grantee.

12. Upon termination of this franchise, the grant hereof, as well as the property of Grantee situated in and upon the sidewalks and other public places shall, at the option of and upon the payment by the City to Grantee of a fair valuation therefore, be and become the property of the City. The fair valuation shall be ascertained by the arbitration and appraisal of a majority of three appraisers, one of whom shall be appointed by the City of El Paso, one of whom shall be appointed by the Grantee, and one of whom shall be appointed by the first two appraisers so appointed by the City and Grantee. If said two appraisers shall be unable to agree upon the designation of a third appraiser, or if the City or Grantee shall refuse within a period of thirty (30) days after notice to appoint or designate an appraiser, the County Judge of El Paso County, Texas, shall designate such appraiser. The valuation as fixed by a majority of three appraisers shall not include any payment or valuation because of any value derived from the franchise or the fact that it is or may be a going concern, duly installed and operated. If the City Council shall not desire to acquire the property by the payment of a fair valuation therefore, the property shall be removed by the Grantee without cost or expense to the City, and the sidewalk or other public place where the property was located shall be restored to its former condition.

13. This franchise shall not be assigned without the prior written consent of the City, which consent shall not be unreasonably withheld.

14. As consideration for this franchise, Grantee will pay to the City the annual franchise fee in the amount authorized by the El Paso City Council (in Schedule C of the City's Budget Resolution, as amended) on or before the 15th day following the granting of this franchise. In addition, on March 31, June 30, September 30 and December 31 of each year during the term of this franchise, the Grantee will submit a quarterly payment in the amount authorized by City Council per waste

container in service per month. By way of example, the September 30th payment shall cover the period from the date of execution to September 30, 2022, and the December 31, 2022 payment shall cover the period from October 1, 2022 to December 31, 2022. This fee will include a report listing the number of waste containers in service, their location and reason for removing a waste container. If the City does not receive one or more of the referenced franchise fees by their due date, the City shall send a written notice of default to the Grantee for lack of payment. The City will give Grantee ten (10) calendar days from the date of such notice to pay in full or the franchise will be terminated at the end of the ten (10) day period. If the Grantee is found to be violating the provisions of this franchise or submitting false records listing locations or number of waste containers, the penalties listed in Section 1.08.030 of the City Code shall be pursued by the City against Grantor. All payments shall be submitted to the Comptroller of the City of El Paso, at the following address: P.O. Box 1890, El Paso, Texas 79950-1890.

15. The City may conduct periodic audits of the waste container locations to ensure quarterly reporting is accurate. The Department of Environmental Services may also investigate any and all complaints addressing waste container condition, locations, and nuisances caused by these waste containers.

16. In addition, Grantee shall allow the City to use ten percent (10%) of its advertising space on its waste containers to publicize upcoming City-sponsored events and City-related community services messages. The Grantee will meet with the Director within 10 days following the execution of this ordinance and again annually as of the date of the granting of this franchise to discuss the number and location of spaces available for City use. The locations shall be fixed until such time as the City agrees to a different location. The City shall be entitled to use ten percent (10%) of the total advertising spaces which the Grantee had available during the immediately preceding three (3) months. There shall be no more than one space for City use per waste container. The Grantee reserves the right to try to solicit sponsorship for the spaces allotted for City use. The City reserves the right to approve the wording and design of such advertisements and to accept sponsors. If the Grantee does not have a sponsor for the spaces allotted for City use, the City has the option to furnish its own signs for placement by the Grantee on the waste containers. The City reserves the right to give the Grantee thirty (30) days written notices to update or change the advertisement wording or design of a space reserved for City use.

17. Grantee herein shall indicate the acceptance of the provisions of this Ordinance in writing within five (5) days after the passage thereof.

18. Written notice to the other party may be provided at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

City:

Grantee:

City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890
Ruben Torres d/b/a ELITE ADVERTISING
Attn: Director
6956 Swede Johnsen Dr.
El Paso, Texas 79912

PASSED AND APPROVED this _____ day of _____, 2022.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Joyce Garcia Assistant City Attorney

APPROVED AS TO CONTENT:

<u>Hulalos H. Ilanna</u> Nicholas Ybarra for Ellen A. Smyth,

Chief Transit and Field Operations Officer

(Acceptance and Acknowledgment follow on next page)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this _____ day of _____, 2022.

Ruben Torres d/b/a ELITE ADVERTISING

By: Ruben Torres

ACKNOWLEDGEMENT

THE STATE OF TEXAS COUNTY OF EL PASO

This instrument was acknowledged before me on this _____ day of _____, 2022, by Ruben Torres, acting as the Director of ELITE ADVERTISING.

Notary Public, State of Texas Notary's Printed or Typed Name:

My Commission Expires:

ORDINANCE NO. 22-1005-11760|1209029 | Ruben Torres d/b/a/ ELITE ADVERTISING Trashcan Franchise ORD JG

))

)

EXHIBIT "A"

Site locations for Ruben Torres d/b/a ELITE ADVERTISING waste containers:

AlamedaPiedras1DoniphanOsborne2Gateway EastTower Trail Ln2Lee TrevinoBessemer dr2Lee TrevinoVista Lago1Lee TrevinoWeston Brent In2MontanaOlson2MontanaHuckleberry1	d	Number Authoriz	Cross Street	Main Street
Gateway EastTower Trail Ln2Lee TrevinoBessemer dr2Lee TrevinoVista Lago1Lee TrevinoWeston Brent In2MontanaOlson2		1	Piedras	Alameda
Lee TrevinoBessemer dr2Lee TrevinoVista Lago1Lee TrevinoWeston Brent In2MontanaOlson2		2	Osborne	Doniphan
Lee TrevinoVista Lago1Lee TrevinoWeston Brent In2MontanaOlson2		2	Tower Trail Ln	Gateway East
Lee TrevinoWeston Brent In2MontanaOlson2		2	Bessemer dr	Lee Trevino
Montana Olson 2		1	Vista Lago	Lee Trevino
		2	Weston Brent In	Lee Trevino
Montana Huckleberry 1		2	Olson	Montana
		1	Huckleberry	Montana
Montwood Bobby jones 1		1	Bobby jones	Montwood
Montwood Amy Sue 2		2	Amy Sue	Montwood
Resler Armistad 2		2	Armistad	Resler
Resler White Cliff 2		2	White Cliff	Resler
Resler Colchester 2		2	Colchester	Resler
Resler Shire 1		1	Shire	Resler
Resler Portugal 4		4	Portugal	Resler
Resler San Felipe 2		2	San Felipe	Resler
Viscount Gerald 1		1	Gerald	Viscount
Yarbrough Mauer 4		4	Mauer	Yarbrough
Yarbrough Lafayette 1		1	Lafayette	Yarbrough
Yarbrough Rodeo 1		1	Rodeo	Yarbrough
Yarbrough Santa Maria Rd 1		1	Santa Maria Rd	Yarbrough
Zaragoza Castner 2		2	Castner	Zaragoza
Zaragoza Patrol 2		2	Patrol	Zaragoza
Zaragoza Sandhill 2		2	Sandhill	Zaragoza
Zaragoza Cashew 2		2	Cashew	Zaragoza
45		45		



Legislation Text

File #: 22-1532, 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) 212-1860

AGENDA LANGUAGE:

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

Discussion and action that the City Manager be authorized to sign an Amendment to the Multiple Use Agreement between the City of El Paso and the State of Texas, on behalf of the Texas Department of Transportation, to permit the City of El Paso to design, construct, operate and maintain additional public parking on the Spur 601 right of way.

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

AGENDA DATE: PUBLIC HEARING DATE:	December 6, 2022 Not Applicable
CONTACT PERSON(S) NA	ME AND PHONE NUMBER: Yvette Hernandez, P.E. City Engineer, (915) 212-1860
DISTRICT(S) AFFECTED:	3

- **STRATEGIC GOAL:** No. 7 Enhance and Sustain El Paso's Infrastructure Network
- **SUBGOAL:** 7.4 Continue the strategic investment in city facilities and technology.

SUBJECT:

Discussion and action that the City Manager be authorized to sign an Amendment to the Multiple Use Agreement between the City of El Paso and the State of Texas, on behalf of the Texas Department of Transportation, to permit the City of El Paso to design, construct, operate and maintain additional public parking on the Spur 601 right of way.

BACKGROUND / DISCUSSION:

On November 10, 2010, the State of Texas, through the Texas Department of Transportation (TxDOT) and the City of El Paso entered into a Multiple Use Agreement (MUA) that allows for political subdivisions or federal agencies to use portions of the highway right-of-way for public facilities other than highway purposes. The City requested that TxDOT allow the use of a portion of Fred Wilson Drive (Spur 601) right-of way for parking for the City's Animal Services facility located at 5001 Fred Wilson Drive. TxDOT has reviewed and approved our request, necessitating an amendment of the MUA.

SELECTION SUMMARY: N/A

CONTRACT VARIANCE: N/A

PROTEST N/A

PRIOR COUNCIL ACTION: On November 10, 2010 Council authorized the City Manager to enter into an MUA with TxDOT for use of TxDOT right-of-way for non-highway purposes.

AMOUNT AND SOURCE OF FUNDING : N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES <u>NO</u>

PRIMARY DEPARTMENT: Capital Improvement Department **SECONDARY DEPARTMENT:** Parks and Recreation

DEPARTMENT HEAD:

Assistant Director Capital Improvement Verty DeMuro/for Vette Hernandez, P.E.City Engineer

RESOLUTION

WHEREAS, on November 10, 2010, the State of Texas, through the Texas Department of Transportation ("TxDOT") and the City of El Paso ("City") entered into a Multiple Use Agreement ("MUA"); and

WHEREAS, through the MUA, the City was permitted to construct, maintain, and operate a public parking lot on the right of way on Spur 601 for use by the City and public at the City Animal Shelter; and

WHEREAS, the City desires to construct additional parking that is not authorized under the Multiple Use Agreement; and

WHEREAS, TxDOT agrees to permit the City to construct, operate, and maintain additional parking space on the Spur 601 right of way.

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

THAT the City Manager is authorized to sign an Amendment to the Multiple Use Agreement between the City of El Paso and the State of Texas, on behalf of the Texas Department of Transportation, to permit the City of El Paso to design, construct, operate and maintain additional public parking on the Spur 601 right of way.

APPROVED this _____day of ______2022.

CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Roberta Brito Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement

erry DeMuro/Lor

Wette Hernandez, P.E.^C City Engineer





STATE OF TEXAS

§

COUNTY OF TRAVIS §

WHEREAS, on the <u>November 10, 2010</u>, the Texas Department of Transportation, the "State", and the City of <u>El Paso, Texas</u>, the "City", entered into a Multiple Use Agreement to allow the City use of state highway right of way; and

WHEREAS, the State, under the aforementioned Agreement, authorized the City the use of right of way on <u>Spur 601</u> Control Section No. <u>RM 20.70</u> for the purpose of a Public Parking Facility ; and

WHEREAS, the City desires to <u>construct additional parking</u> in the right way not authorized under the Multiple Use Agreement; and

WHEREAS, the City and the State agree to amend the existing Multiple Use Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, the City and State do mutually agree to the amendment as follows:

1. Design, construct, operate and maintain additional public parking facility

In all other respects, the Agreement shall remain in force and effect without change.

IN TESTIMONY WHEREOF, the parties hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed.

THE CITY of El Paso, Texas

By:

City Manager

Tomas Gonzalez Printed Name

Date:

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Ву: _____

Printed name

Date:

Approval Recommended:

By:

District Engineer

Printed Name

Date:



TO: Robert D. Blackwell, P.E., R.P.L.S.

FROM: Margaret A. Moore, P.E.

SUBJECT: Proposed Multiple Use Agreement City of El Paso—Animal Shelter Public Parking Facility—Spur 601, RM 20.70 El Paso County, El Paso District

As requested, we have reviewed the above mentioned multiple use agreement and find it to be satisfactory from a traffic engineering standpoint.

If you have any questions, please call Brian Stanford at (512) 416-3122 or me at (512) 416-3135.

Marganelli Moore, P.E.

DATE: December 10, 2010





TO: Margaret A. Moore, P.E.

FROM: Robert D. Blackwell, P.E., R.P.L.S.

DATE: November 30, 2010

SUBJECT: Proposed Multiple Use Agreement City of El Paso – Animal Shelter Public Parking Facility – Spur 601, RM 20.70 El Paso County, El Paso District

Attached is a proposed Multiple Use Agreement between the State and City of El Paso and the El Paso County Health and Environmental District Animal Shelter to construct a public parking facility on the row of Spur 601, rm 20.70.

We would appreciate your review and comments concerning this Agreement.

Should you have any questions, please contact me, or Daviette Gilbert, at 416-3185.

Attachments



TO: Thomas D. Beeman, P.E.

FROM: Robert D. Blackwell, P.E., R.P.L.S.

DATE: November 30, 2010

SUBJECT: Proposed Multiple Use Agreement City of El Paso – Animal Shelter Public Parking Facility – Spur 601, RM 20.70 El Paso County, El Paso District

Attached is a proposed Multiple Use Agreement between the State and City of El Paso and the El Paso County Health and Environmental District Animal Shelter to construct a public parking facility on the row of Spur 601, rm 20.70.

We would appreciate your review and comments concerning this Agreement.

Should you have any questions, please contact me, or Daviette Gilbert, at 416-3185.

Attachments

Multiple Use Agreement Log

AGENCY: <u>City of EI Paso - Animal Shelter</u> TYPE OF FACILITY: <u>Public Parking Facility</u> HIGHWAY: Spur GOL, RM 20.70 COUNTY & DISTRICT: El Paso County, El Paso DATE RECEIVED FROM DISTRICT: 11 30 10

DIVISION	DATE REFERRED	DATE RETURNED	COMMENTS
TRF	11(30/10	12/13/10	
DES	11/30/10	12/2/10	
BRG	· · · · · ·		
ENV			
GSD-Contract Services			
FHWA			
Other			

DATE EXECUTED MUA	RETURNED	TO DISTRICT:	12	131	10

OTHER ACTION TAKEN:

FILE COPY

Texas Department of Transportation

MEMORANDUM

TO: Charles H. Berry, Jr., P.E. Attn: Leopoldo Betancourt, P.E.

DATE: December 13, 2010

FROM: Toribio Garza, Jr., P.E.

SUBJECT: Multiple Use Agreement City of El Paso – Animal Shelter Spur 601, RM 20.70 Parking Facility

Attached are two fully executed originals of the abovementioned Agreement. We have made and retained a copy for our files.

Should you have any questions, please feel free to contact Daviette Gilbert at (512) 416-3185.

Attachment

MULTIPLE USE AGREEMENT

FLE COPY

CITY CLERK DEPT

10 OCT 19 AM 8:46

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and the City of El Paso. hereinafter called "City", party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 2nd day of Movember 2010, the governing body for the City of El Paso, passed a Resolution hereinafter identified by reference, authorizing the City's participation in this agreement with the State: and

WHEREAS, the City has requested the State to permit the construction maintenance and operation of a public parking lot on the highway right-of-way, (General description of Area)

On Spur 601, at Reference Marker 20.700

Shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and part hereof; and

WHEREAS, The State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the City and the State will reference thereto, and conditions that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

The City will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 11/2 ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Maintenance and operation of the facility shall be entirely the responsibility of the City. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The City shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The City shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

The City acknowledges that it is not an agent, servant or employee of the State, and that it is responsible for its own acts and deeds and for those of its agents or employees during the performance of contract work.

Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

When notified by the State to do so, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State and the City, but the City shall become fully subrogated to the State and shall be entitled to maintain any action over and against the third party which may be liable for having caused the City to pay or disburse any sum of money hereunder.

13. INSURANCE

The City of El Paso shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right of way, the City's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does

not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The City, for itself, its personal hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the City shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE

(Mailing Address)

Texas Department of Transportation Maintenance Division 125 East 11th Street Austin, Texas 78701-2483 CITY OF EL PASO (Mailing Address)

City of El Paso City Manager 2 Civic Center Plaza El Paso, TX 79901

21. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits attached hereto and incorporated herein as though set forth in full:

Exhibit A - General Layout

Exhibit B - Metes and Bounds Description

Exhibit C - Approved Construction Plans

Exhibit D - Certificate of Insurance (TxDOT Form 1560)

Exhibit E - Attachment A (FHWA Additional Requirements)

Exhibit F – Definitions and Clarifications

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the City of El Paso on the 2nd day of *Movember*, 2010 and the State on the BHAday of <u>Doce where</u> 2010.

City of El Paso

By John F. Cook, Mayor

2010 Date:

STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Bv: Director, Maintenance Division C 1 .' Toribio Garza, Jr., P.E. HERE Printed Name 2010 APPROVAL RECOMMENDED: District Enginee Charles Berry, P.E. Printed Name 2010

СІТ Y CLERK DEPT. 10 007 19 AM 8: 47

Form 2044 (Rev. 01/08) Page 6 of 7 (Federal)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the City of El Paso on the _____ day of ______, 2010, and the State on the _____ day of ______, 20_____.

DECOMMENDED BY:

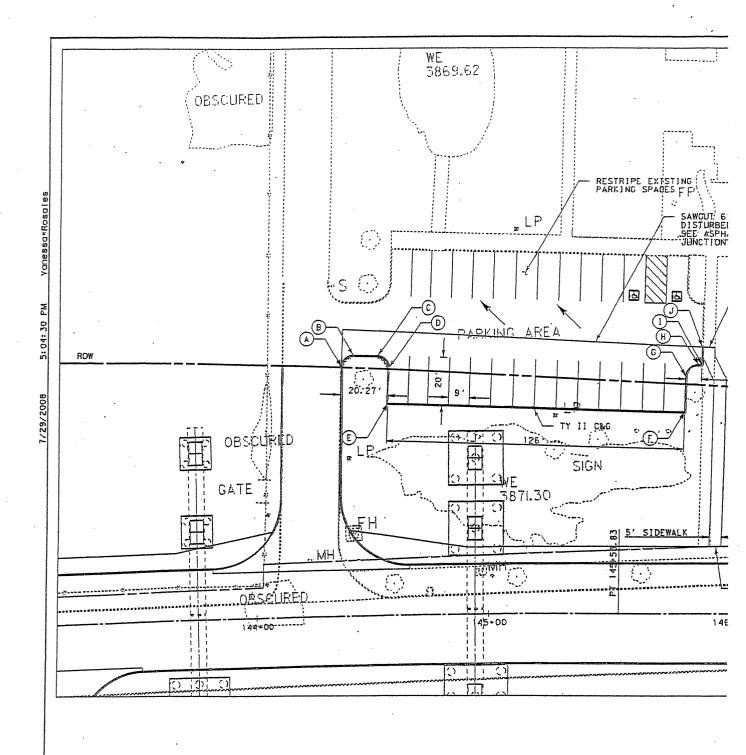
APROVED AS TO FORM:

Mark Shoesmith Assistant City Attorney

APPROVED AS TO CONTENT:

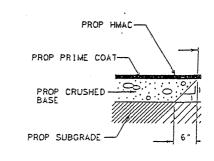
R. Alan Shubert, P.E. City Engineer

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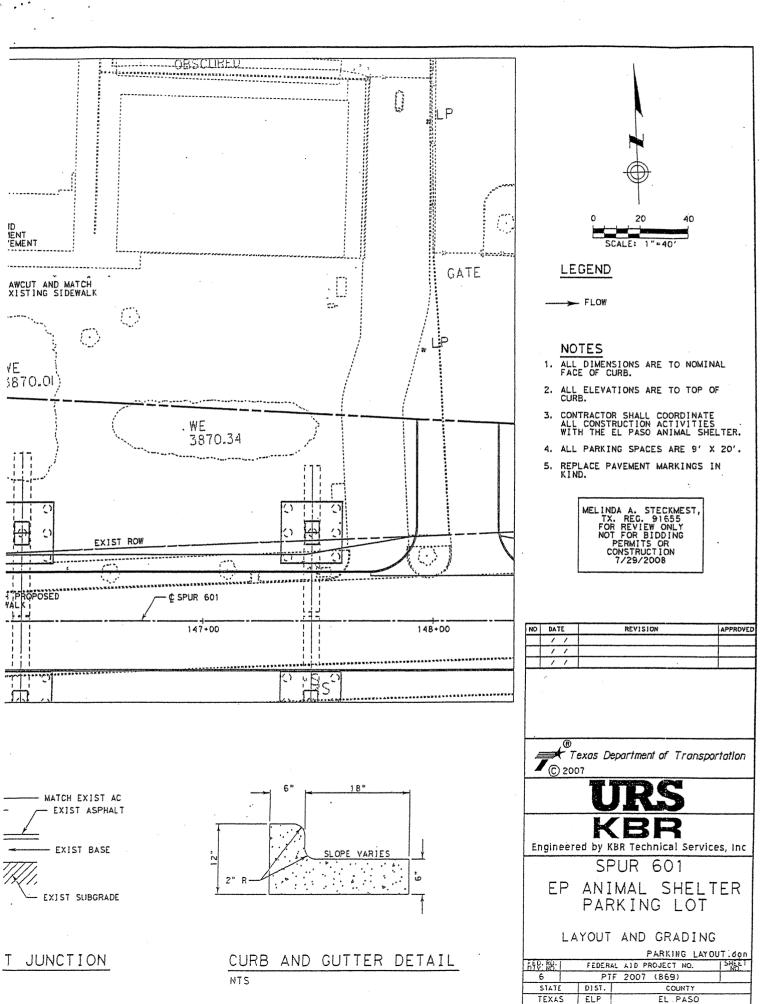
		POINT	DATA	
CODE	DESC	NORTHING	EASTING	ELEV
A	PC	10, 682, 363, 2998	405, 106. 6173	3871.79
B	PT	10, 682, 368. 1038	405, 111. 9254	3871.70
С	PC	10, 682, 367. 4643	405, 122. 1744	3871.61
D	PT	10, 682, 362, 1626	405, 126, 8533	3871.61
E	POT	10, 682, 347. 1917	405, 125, 9192	3871.78
F,	POT	10, 682, 339, 3449	405, 251. 6746	3871.69
G	PC	10, 682, 354, 3158	405, 252. 6088	3871.58
н	PT	10, 682, 358. 9948	405, 257. 9106	3871.66
1	POT	10, 682, 358. 9065	405, 259, 3247	3871.66
J	POT	10, 682, 366, 5244	405, 259. 8000	3871.66

nessa Rosales/PARKING/PARKING LAYOUT.dgn



ASPHALT PAVE

FYHIRIT A



EXHIBIT

Page 1 of 3 Parcel 4

OITY CLERK DEPT

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В

County:	El Paso
Parcel No.:	4
Highway:	State Spur 601
Limits:	From: Sta. 118+03-87
	To: Sta. 495+95.22
RCSJ:	1046-03-002
CCSJ:	1046-03-001
OWNER:	City of El Paso, Texas

PROPERTY DESCRIPTION FOR PARCEL 4 (TOTAL ACREAGE 95.646 ACRES)

PARCEL 4-PART 4 (0.614 ACRE)

DESCRIPTION OF A 0.614 ACRE TRACT OF LAND LOCATED IN SECTION 17, BLOCK 81, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A CALLED 20.13 ACRE TRACT OF LAND DESCRIBED IN AN UN-RECORDED RESOLUTION TO THE CITY OF EL PASO, DATED JUNE 21, 1957, BEING FURTHER DESCRIBED AS A CALLED 4.747 ACRE TRACT OF LAND, ORDINANCE NO. 15477, EL PASO CITY/COUNTY HEALTH AND ENVIROMENTAL DISTRICT ANIMAL SHELTER FACILITY, DATED JULY 1, 2003, SAID 0.614 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod with a "SAM inc" aluminum cap set in the proposed north right-of-way line of State Spur 601, being 105.82 feet left of State Spur 601 Survey Baseline station 144+03.11, same being in the west line of said 4.747 acre tract and the east line of a called 4.00 acre tract of land, described in the deed to Humane Society of El Paso, Inc., as recorded in Document No. 20040060034, of the Official Public Records of Real Property El Paso County, Texas, same being the northwest comer and the **POINT OF BEGINNING** of the tract described herein, from which a 5/8-inch iron rod with a cap found stamped SLI, for the common north comer of said 4.00 acre tract and said 4.747 acre tract bears N 02° 15' 43" E, a distance of 459.60 feet;

THENCE with said proposed north right-of-way line, crossing through the interior of said 4.747 acre tract, the following two (2) courses and distances:

- 1. with the arc of a curve to the right, a distance of 73.52 feet, through a central angle of 01° 27' 35", having a radius of 2885.88 feet, and whose chord bears S 85° 47' 35" E, a distance of 73.52 feet to a 5/8-inch iron rod with a "SAM Inc" aluminum cap set, for a point of tangency, and
- 2. S 85° 03' 47" E, a distance of 322.57 feet to a 5/8-inch iron rod with a "SAM Inc" aluminum cap set 86.02 feet left of State Spur 601 Baseline station 147+98.62, in the east line of said 4.747 acre tract, same being the west line of a remainder of a called 7.0 acre tract of land, described in an un-recorded Joint Resolution of the Public Service Board and the City of El Paso from Jurisdiction of the PSB to the City of El Paso for use by Sun Metro Mass Transit, Dated November 11, 1998;

THENCE leaving said proposed north right-of-way line, with the common line of said 4.747 acre tract and said 7.0 acre tract, S 01° 54' 58" W, a distance of 49.38 feet to a 1/2-inch iron rod with a "SAM Inc." plastic cap set for the south common corner of said 4.747 acre tract and said 7.0 acre tract, same being in the existing north right-of-way line of Fred Wilson Avenue, a varying width right-of-way;

Page 2 of 3 Parcel 4

THENCE with said existing north right-of-way line, S 89° 40' 25" W, a distance of 396.40 feet to a 1/2-inch iron rod found for the southwest corner of said 4.747 acre tract, same being in the east line of a called 0.3917 acre general easement, described in the deed to Humane Society of El Paso, as recorded in Document No. 20040060034, of the Official Public Records of Real Property El Paso County, Texas, from which a 1/2-inch iron rod found for a southeast corner of said 0.3917 acre general easement, bears \$ 02° 15' 43" W, a distance of 10.04 feet;

THENCE leaving said existing north right-of-way line, with the common line of said 0.3917 general easement tract, N 02° 15' 43" E, passing at a distance of 40.09 feet a 1/2-inch iron rod found for the southeast corner of said 4.00 acre tract, continuing in all a total distance of 84.83 feet to the POINT OF BEGINNING, and containing 0.614 acres of land, more of less.

This property description is accompanied by a separate plat of even date.

§

60 60

Bearings and Coordinates are based on the Texas State Plane Coordinate System, NAD 83, Central Zone and adjusted to surface using a Combined Scale Factor of 1.00023100 as surveyed from NGS Triangulation Station ELP A (PID# AB8586) and NGS Benchmark Disk X 1118 (PID# CE0141). Bearing and Distance between ELP A AND X 1118 based on published Grid Coordinates is S 85° 19' 04" E, 28,662.24'.

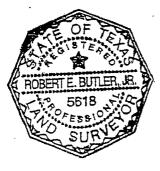
THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

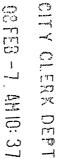
That I, Robert E. Butier, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 29th day of June, 2007 A.D.

SURVEYING AND MAPPING, Inc. 5508 West Highway 290, Building B Austin, Texas 78735



Robert E. Butler, Jr. Registered Professional Land Surveyor No. 5618 – State of Texas



EXHIBIT

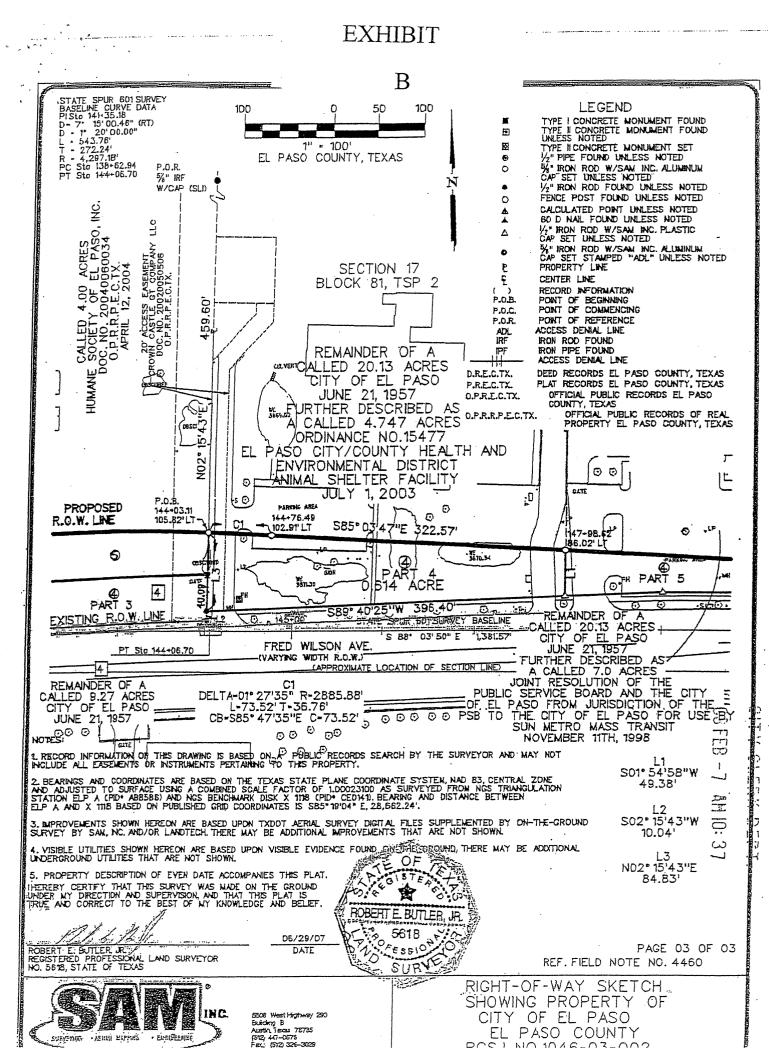


EXHIBIT C

RELEASED FOR CONSTRUCTION

PACKAGE DESCRIPTION:	DATE:
Animal Shelter Parking Lot	12/17/2008
The Design Task Manager and URS Design Manager certify that Quality Control activities he Design Quality Management Plan and all contractual requirements. The Design Task Manage appropriate stage of Design, is checked, and is ready to be Released for Construction. COMMENTS:	ave been conducted throughout the Design Process in compliance with the er and URS Design Manager certify that the deliverable is complete to the
SIGNED: Robert Murphy DESIGN TASK MANAGER	DATE: 12/17/08
La gn	DATE: 12-117/08
SIGNED:	DRIE.
Charles E. Bennett, PE : URS DESIGN MANAGER	
The Design Quality Managers certify that the Work shown conforms to the Contract requirem Quality Management Plan, that the Responsible Engineer has signed all Drawings prepared un Manager approves the Audit process and Procedures conducted in support of this release. (For those Drawings and Documents included in the submittal that are prepared by a manufac the Responsible Engineer shall affix a stamp that indicates the Design shown on the sheet or I COMMENTS:	nder his or her direction, and by signing this release, the Design Quanty
OOMADENES.	
SIGNED: <u>MULLIUL MILLIUL</u> Mark Medina, PE DESIGN QUALITY CONTROL MANAGER SIGNED: <u>Manada</u> Harold Coppedge, PE DESIGN QUALITY ASSURANCE MANAGER	DATE: 19 Dec 2008 DATE: 12-18-08
DESIGN QUALIT T ASSORANCE MANAGER	
The JDA CONSTRCUTION/DESIGN COORDINATOR has verified that: Design has undergone constructibility review and is constructible as represented. The Released for Construction Fackage and working Drawings for the portion of the Proje	ect to be constructed are complete and approved
COMMENTS:	
SIGNED: Julian Summers, PE IDA DESIGN MANAGER	DATE: 1/18/09
	DATE: 1/13/09
SIGNED: John Coreia JOA CONSTRUCTION/DESIGN COORDINATOR	Date
The TxDOT Project Manager has advepted the Design for construction.	
COMMENTS:	
SIGNED: David Head, PE FOR David Head, PE TXDOT PROJECT MANAGER	J.D. ABRANSEL P/2//09 AN 2 1,2009
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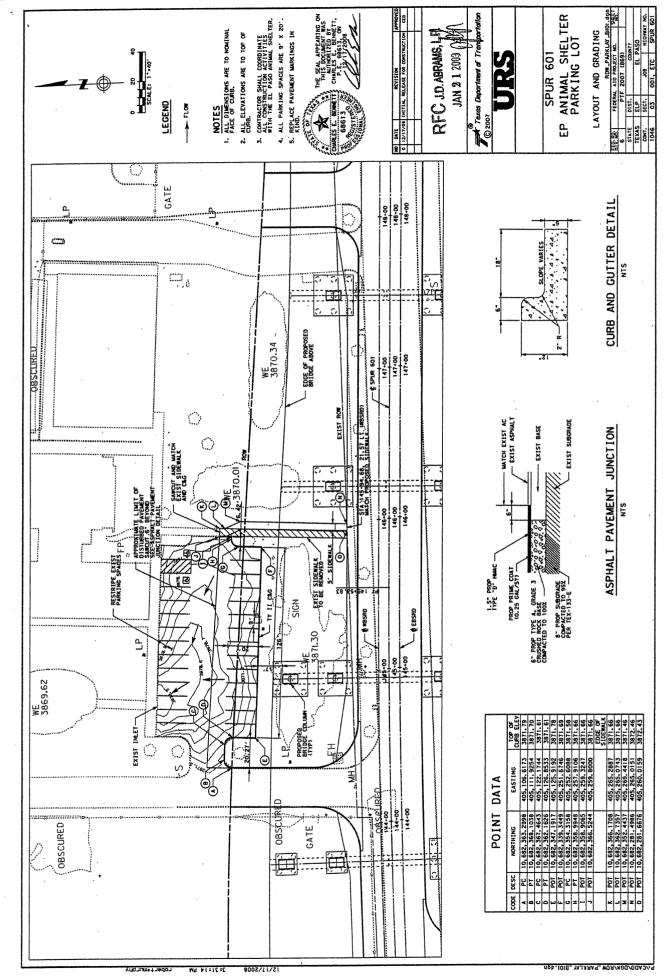


EXHIBIT C

EXHIBIT "D"

Dedicated to Outstanding Customer Service for a Better CommunityS E R V I C ES O L U T I O N SS U C C E S S



September 13, 2010

Wm. G. Burnett, P.E. Vice President - Project Development J. E. Abrams, L. P. 111 Congress Avenue, Suite 2400 Austin, TX 78701

Mr. Wm. G. Burnett, P.E.,

The purpose of this letter is to verify that the City of El Paso is a governmental entity as that term is defined in the Texas Tort Claims Act and as such operates under a policy of self-insurance. If you have any questions, you may contact me at 915-541-4448.

Respectfully,

orales Irene Morales

Risk Manager City of El Paso Mayor John F. Cook

City Council

District 1 Ann Morgan Lilly

District 2 Susie Byrd

District 3 Errima Acosta

District 4 Carl L. Robinson

District 5 Rachel Quintana

District 6 Eddie Holguin Jr.

District 7 Steve Ortega

District 8 Beto O'Rourke

City Manager Joyce A. Wilson

Human Resources Department – Insurance and Benefits 2 Civic Center Plaza, 3rd Floor - City Hall - El Paso, Texas 79901 - (915) 541- 4208

Form 2044 (Rev. 01/08)

EXHIBIT E

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

- 1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
- 2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
- 3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
- 4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

EXHIBIT F

Definitions and Clarifications

Definitions:

- 1. Texas Department of Transportation State agency responsible for implementing the Spur 601 Pass-Through Toll Project in El Paso County
- 2. City of El Paso City Municipality
- J. D. Abrams, L. P. Developer responsible for the Right-of-Way Acquisition, Utility Accommodation, Design and Construction of Spur 601 through a Pass-Through Toll Agreement

Clarifications:

- Agreement Section 1 Design and Construction the design and construction of the parking lot will be performed by J. D. Abrams, L. p. as a part of the Spur 601- Pass-Through Toll Project. This design and construction is being done at no cost to the City of El Paso and the City of El Paso accepts the design and construction of the parking lot by J. D. Abrams.
- Agreement Section 1 Design and Construction Completed plans were submitted to and approved by TxDOT-ELP as part of the design process of Spur 601 – TxDOT-ELP will have oversight responsibilities for inspection and material testing during the construction of Spur 601
- 3. Section 6 Fees Clarify that any fees levied for use of the facilities (parking lot) by the City of El Paso in the area shall be nominal and no more than sufficient to defray the cost

of construction, maintenance and alterations thereof, and shall be subject to State approval.

- 4. Section 8- Modification/termination of Agreement. Add: "Provided that if the reason for termination by the State is based on the acts, errors or omissions of the City or is a reason that the City can address to the satisfaction of the State, the State shall give the City 30 days written notice of the measures the City must take to avoid the termination of this agreement. If the City fails to take the required measures for a period of thirty (30) days after receipt of written notice from the State, the State may terminate this agreement, unless during such thirty-day period, the City commences and thereafter diligently performs the required measures as may be reasonably necessary."
- 5. Section 12 Indemnification third paragraph Clarify that the damages to the highway which may result are from the maintenance of, operation of and any future construction not related to the Spur 601 Pass-Through Toll Agreement of the facilities (parking lot).
- 6. Section 13 Insurance The City of El Paso and self insured and will provide documentation to that fact. The City of El Paso is not required to provide insurance form (TxDOT Form No. 1560) during the initial construction of the parking lot by J. D. Abrams, L. P. as part of the Spur 601 Pass-Through Toll Agreement. The city will provide proof of insurance for any future construction on the facility after completion of Spur 601 as required by txDOT
- Section 15 Additional Consent Requirements The City of El Paso shall be responsible for obtaining such additional applicable consent, permits or agreements as may be necessary due to this agreement.
- 8. Section 21 Warrants Exhibit D- Certificate of Insurance- City of El Paso is Self Insured and will provide documentation to that fact.

8

9. Section 21 – Warrants – Add Exhibit F – Definitions and Clarifications



TO: Toribio Garza Jr., P.E. Maintenance Division Attn: Daviette Gilbert Date: December 2, 2010

FROM: Design Division

SUBJECT: Proposed Multiple Use Agreement City of El Paso – Animal Shelter Public Parking Facility – Spur 601, RM 20.70 El Paso County, El Paso District

In regards to your memorandum dated November 30, 2010, we have reviewed and concur with the Proposed Multiple Use Agreement, with the contention that any sidewalks, curb ramps and other pedestrian elements to be constructed by the City of El Paso (city) shall be in accordance with the requirements of Title II of the American Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the city and found not to comply with ADA or TAS shall be corrected at the entire expense of the city.

Please contact me at 416-2673, if we can provide additional information.

Thomas D. Beeman, P.E. Director, Field Section B

DEC 0 2 2010 TX DEPT OF TRANSPORTATION MNT DIVISION



Date: November 23, 2010

TO: Charles H. Berry, Jr. P.E.

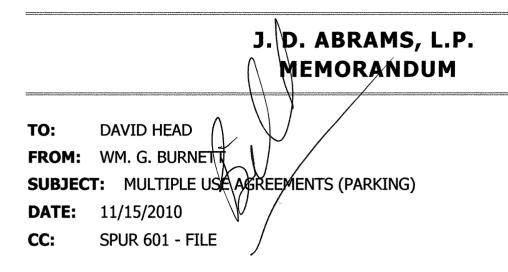
FROM: David W. Head, P.E.

SUBJECT: Multiple Use Agreements (Parking) - Spur 601

Attached for your signature are two Multiple Use Agreements for parking. The first agreement provides parking for the El Paso Apinal Shelter Parking Lot. The second agreement provides parking for the El Paso Sun Metro

N. sur signature are. Darking Lot. iewed the documents and recommend your. To: Torribio Garaa To: Torribio Garaa Torribio Torribi

NOV 2 9 2010 TX DEPT OF TRANSPORTATION MNT DIVISION



Attached are the following:

- 1. Copy of the City of El Paso Transmittal Letter (November 10, 2010)
- 2. Parcel 4, Part 4 Animal Shelter
 - a. Two originals of the Multiple Use agreement (with attachments)
 - b. A copy of the city ordinance authorizing Mayor to execute agreement
- 3. Parcel 4, Part 5 Sun Metro
 - a. Two originals of the Multiple Use agreement (with attachments)
 - b. A copy of the city ordinance authorizing Mayor to execute agreement

The items attached are Items 3 & 4 and 7 and 8 in the City's transmittal letter – the remaining items are being delivered to Mr. Breed at TxDOT-TTA for execution by TxDOT prior to recording the documents with the El Paso County Clerk's office.

Mr. Berry will need to execute (both) the agreements (in duplicate), and forward them to Mr. Garza (Maintenance Division) for his execution prior to execution by Mr. Saenz (Executive Director) and ultimately Governor Perry.

Once all executions are received please return both originals to me and I'll have them filed with the El Paso County Clerk's office per Mr. Berry's request. We will also then return to the District a copy for your files and to the City of El Paso a copy for their files.

If you have any questions on this issue, please do not hesitate to contact me. Thank you.

Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS

November 10, 2010 Certified Mail # 7008 2810 0000 5688 5280

Mr. William G. Burnett, P.E. Vice President Project Development J.D. Abrams, L.P. 111 Congress Avenue, Suite 2400 Austin Texas 78701

Re: Spur 601 Documents

Dear Mr. Burnett:

Enclosed are the following:

- The original Transportation Easement to the State of Texas from the City of El Paso for the 0.478 acre parcel (Sun Metro facility area).
- A copy of the ordinance passed by City Council authorizing the city manager to sign the Transportation Easement.
 - 3) Two originals of the Multiple Use Agreement for the Sun Metro facility.
- A copy of the resolution passed by City Council authorizing the Mayor to Sign the Multiple Use Agreement for the Sun Metro Facility.
- The original Special Warranty Deed to the State of Texas from the City of El Paso for the 0.614 acre parcel (Animal Shelter facility area).
- 6. A copy of the ordinance passed by City Council authorizing the city manager to sign the Special Warranty Deed for the Animal Shelter property.
- Two originals of the Multiple Use Agreement for the Animal Shelter facility.
- 8. A copy of the resolution passed by City Council authorizing the Mayor to Sign the Multiple Use Agreement for the Animal Shelter facility.
- 9. The original Transportation Easement to the State of Texas from the City of El Paso for the 102.167 acre parcel (Airport property).
- 10. A copy of the ordinance passed by City Council authorizing the city manager to sign the Transportation Easement for the Airport Property.
- 11. Two originals of the Agreement Concerning Waiver of Fee For Property to the Texas Department of Transportation. (This agreement includes the three parcels described above).

OFFICE OF THE CITY ATTORNEY

2 Civic Center Plaza, 9th Floor / El Paso, Texas 79901 /915 541-4550 /Facsimile 915 541-4710 www.elpasotexas.gov

60445 MSHO 11-10



Mayor John F. Cook

City Council

District 1 Ann Morgan Lilly

District 2 Susannah M. Byrd

District 3 Emma Acosta

District 4 Carl L. Robinson

District 5 Rachel Quintana

District 6 Eddie Holguin Jr.

District 7 Steve Ortega

District 8 Beto O'Rourke

City Manager Joyce A. Wilson



Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS

Please provide a copy to me of the fully executed special warranty deed and the two transportation easements after they are filed of record in order that the City has a record that these documents were signed by the State and filed of record along with one of the fully executed copies of the two Multiple Use Agreements and the Agreement Concerning Waiver of Fee.

Sincerely,

Mark Shoesmith Assistant City Attorney

c: R. Alan Shubert, P.E., City Engineer Terry Quezada, El Paso Department of Transportation Liza Ramirez-Tobias, Capital Assets



Mayor John F<u>. Cook</u>

City Council

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City Manager Joyce A. Wilson

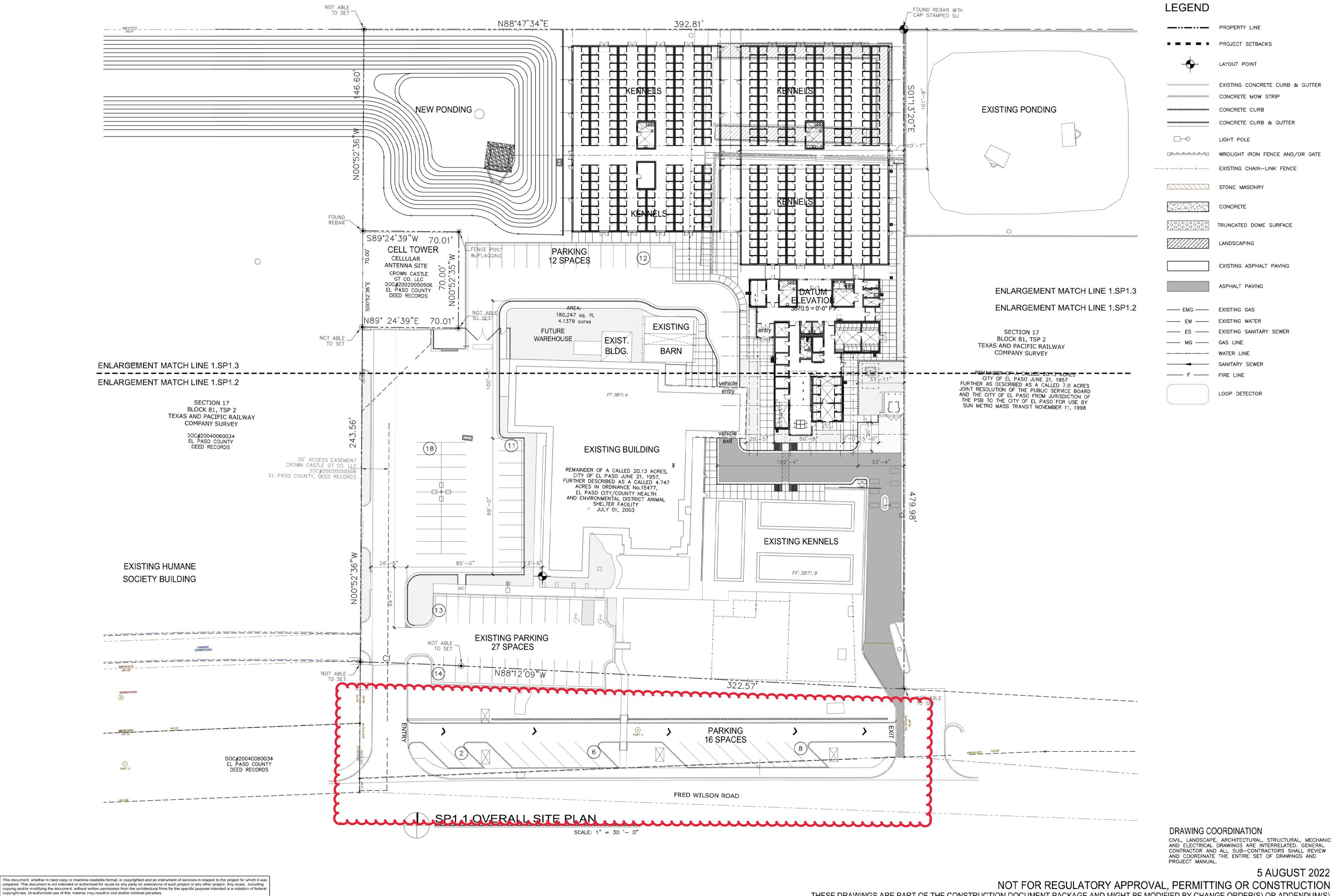


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OFFICE OF THE CITY ATTORNEY

2 Civic Center Plaza, 9th Floor / El Paso, Texas 79901 /915 541-4550 /Facsimile 915 541-4710 www.elpasotexas.gov

60445 MSHO 11-10



E:\2022 Projects\22-13-000\Drawings\CD Sheets\SP1-1F.DWG 08/05/2022 12:05PM

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					Paso, TX. 79901	C000-71		

DRAWING COORDINATION

CIVIL, LANDSCAPE, ARCHITECTURAL, STRUCTURAL, MECHANICAL

5 AUGUST 2022

AND ELECTRICAL DRAWINGS ARE INTERRELATED. GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL REVIEW AND COORDINATE THE ENTIRE SET OF DRAWINGS AND PROJECT MANUAL.

ARCHITE					
SCA	HOR: NTS VER: NTS	DATE MAY 2022	DESIGN BY GG DRAWN BY JG,JH	CHKD. BY CM APPD. BY GG	PROJECT NO. 22-13-000
PROJECT NAME	ANIMAL SERVICES CENTER	MEDICAL BUILDING AND	LARGE DOG KENNELS		DULI FRED WILSON DRIVE, EL PASO, IEAAS 19900
218 N. Campbell Street, El Paso, TX. 79901 Telephone : (915) 212-0065					
51 SHEET TITLE OVERALL SITE PLAN					
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Legislation Text

File #: 22-1555, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action to approve policies and procedures for planning and implementation of the Community Development Block Grant (CDBG) Program, Emergency Solutions Grant (ESG) Program, HOME Investment Partnerships (HOME) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program.

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

AGENDA DATE: 12/06/2022 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini, 915-212-1659

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 – Nurture and promote a healthy, sustainable community

SUBGOAL: 8.1 – Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable. Discussion and action to approve policies and procedures for planning and implementation of the Community Development Block Grant (CDBG) Program, Emergency Solutions Grant (ESG) Program, HOME Investment Partnerships (HOME) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The Department of Community and Human Development (DCHD) updates, on a regular basis, the Policies and Procedures for all funding sources received through the Department of Housing and Urban Development (HUD). Those funding sources are:

- Community Development Block Grant (CDBG)
- Emergency Solutions Grant (ESG)
- HOME Investment Partnerships (HOME)
- Housing Opportunities for Persons with Aids (HOPWA)

The primary objective of these programs is the development of viable urban communities, including decent housing, suitable living environments, and the expansion of economic opportunities, principally for persons of low and moderate income. The City of El Paso anticipates next year's entitlement grants to total approximately \$10.3 million, beginning on September 1, 2022, and will provide for a 3-year CDBG capital improvement program for Public Facilities activities estimated at \$11.25 million.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? City Council approved the existing Federal Entitlement Policies and Procedures on July 7, 2021.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

These Policies and Procedures establish the process taking in applications for the CDBG, ESG, HOME, and HOPWA Federal Entitlement grants.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO Revised 04/09/2021 **DEPARTMENT HEAD:**

A really ----

(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 Polices & Procedures for implementing the Community Development Block Grant (CDBG) Program, Emergency Solutions Grant (ESG) Program, Housing Opportunities for Persons with AIDS (HOPWA) Program, and HOME Investment Partnerships Program (HOME) are approved and adopted, and that the Director of Community and Human Development be authorized to make amendments to the policies and grant exceptions to the policies and procedures provided such exceptions do not violate any federal regulations.

APPROVED this _____ day of _____ 2022.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Joyce Garcia Assistant City Attorney

APPROVED AS TO CONTENT:

jeoli

Nicole Ferrini, Director Community and Human Development





City of El Paso

POLICIES + PROCEDURES for HUD ENTITLEMENT GRANTS

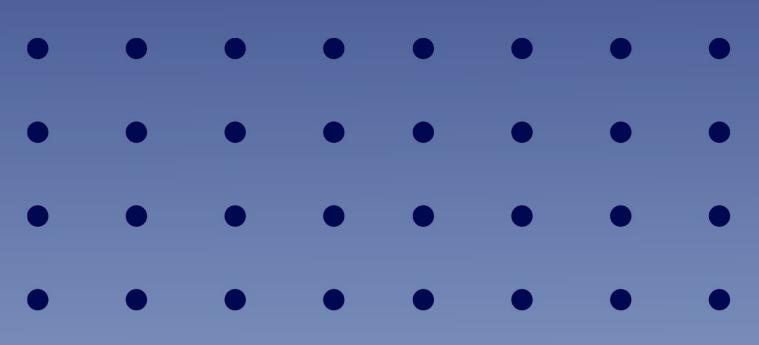


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Other Project Compliance + implementation Requirements Performance Goals HOME Investment Partnerships Program (HOME)	
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Assurances and Attachments

Assurances

- Assurance A Acceptance of Grant Conditions and Terms of CDBG, HOPWA and ESG
- Assurance B Assurance of Applicant Eligibility for Non-Profit Organizations
- Assurance C Assurance of Compliance with Ordinance No. 9779
- Assurance D Accessibility / Letter of Assurance with Self-Evaluation

Attachments

- Attachment A General Completeness Checklist
- Attachment B Tentative Schedule for Upcoming Program Year
- Attachment C HUD Income Limits for Upcoming Program Year
- Attachment D Citizen Participation Plan
- Attachment E Citizen Request Form (English and Spanish)
- Attachment F Community Performance Standards
- Attachment G ESG Program Certification
- Attachment H ESG Written Standards Certification
- Attachment I Faith-Based Organization Guidelines
- Attachment J HMIS Policies and Procedures
- Attachment K Instructions to Obtain Certificate of Account Status
- Attachment L Instructions to Obtain SAM Record Status
- Attachment M Letter of Intent CDBG Services, Economic Development, HOPWA + ESG
- Attachment N Project Concept Form
- Attachment O Public Facilities Application
- Attachment P Volunteer Housing Rehabilitation (not applicable for 48th Year)

NOTE: Attachments are available upon request.

EXECUTIVE SUMMARY

These policies and procedures pertain to federal funding streams received by the City of El Paso from the federal Department of Housing and Urban Development (HUD). The Department of Community and Human Development (DCHD) oversees the planning, administration and compliance of these grant funds on behalf of the City of El Paso. The HUD Entitlement funding sources are:

- Community Development Block Grant (CDBG)
- Emergency Solutions Grant (ESG)
- Housing Opportunities for Persons with Aids (HOPWA)
- HOME Investment Partnerships Program (HOME)

Funding for the programs covered by these policies and procedures becomes available on September 1, 2023 and programming under these funds is expected to run through August 31, 2024 (the 49th Program Year). The City of El Paso anticipates the total 49th Year entitlements to be approximately \$10.3 million beginning on September 1, 2023. Note that the federal entitlements shown in this document are projections and are subject to change. Final 49th Year entitlement allocations are pending Congressional approval of the HUD budget.

The following table shows the 49th Year projections that are based on an analysis of previous years' allocations:

Program	48th Year Entitlement	49th Year Entitlement Projection	Projection		
CDBG	\$6,154,192*	\$6,154,192*	Level Funding		
HOME	\$2,937,943*	\$2,937,943*	Level Funding		
ESG	\$542,579*	\$542,579*	Level Funding		
HOPWA	\$969,117*	\$704,106	27% reduction		
*49 th Year entitlement allocations are projections, and are subject to change.					

The City of El Paso has prioritized development of a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities for El Pasoans. Those priorities have been adopted by the City Council in the form of the 30 by 2030 Strategic Plan, which identifies goals, actions and tasks that make achievement of the City Vision possible. Projects, services and programs funded through CDBG, ESG, HOPWA and HOME should be supportive of the following strategic goals and objectives:

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

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

Goal 3: Promote the Visual Image of El Paso

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

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

Strategic Objective 22: Support affordable, high-quality housing options especially for vulnerable populations

Strategic Objective 30: Develop solutions to increase access and services for El Pasoans experiencing or at-risk of homelessness

In addition to the direct Strategic Goals supported by these funding sources, the Department of Community + Human Development through the careful administration of these funding sources strives to enrich and enhance the performance of the following citywide strategic goals:

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

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

Applicants pursuing funding through the sources included in this document should first confirm eligibility with federal requirements, but should also illustrate alignment with identified City strategic goals and objectives. Details of the City Strategic Plan can be found at: www.elpasotexas.gov/assets/Documents/CoEP/Government/Strategic-Planning/Strategic-Planning/Strategic-Planning/Strategic-Planning/Strategic-Plan-2022-Booklet.pdf.

ACRONYMS + DEFINITIONS

Acronyms

- ADA Americans with Disabilities Act
- CDBG Community Development Block Grant
- CoC Continuum of Care
- DCHD Department of Community and Human Development
- ESG Emergency Solutions Grant
- FY Fiscal Year
- HMIS Homeless Management Information System
- HOPWA Housing Opportunities for Persons with AIDS
- HUD U.S. Department of Housing and Urban Development
- LMI Low to moderate income
- PY Program Year
- TARP Technical Advisory Review Panel

Definitions

- Entitlement grants are annual grants that are provided on a formula basis to eligible cities and counties.
- Government entity any branch, department, agency, or instrumentality of state government, or any official or other person acting under color of state law (e.g., school districts, public housing authority).
- Recipient the City of El Paso DCHD, who receives funds directly from HUD through an executed grant agreement.
- Subrecipient agency an agency that receives funding from the Recipient (DCHD) and provides direct client services.

DEPARTMENT OF COMMUNITY + HUMAN DEVELOPMENT

The Department of Community + Human Development (DCHD) of the City of El Paso acts as the grantee for funding received from the HUD for CDBG, HOPWA, ESG and the HOME Investment Partnership Grant. The role of DCHD staff is to administer the specific allocation of funding to sub-recipients as well as to execute and oversee compliance with federal regulations and the policies and procedures included in this document. Funding allocations are projections only and can be modified at the discretion of the Director of DCHD provided that such modifications do not represent a significant change in allocation priorities and/or method of distribution. Additionally, the Director of DCHD may grant exceptions to policies and procedures contained within this document provided that those exceptions do not violate federal, state or local regulations.

FEDERAL, STATE + LOCAL REQUIREMENTS

Organizations who apply for funding must meet all applicable federal, state and local eligibility requirements. Federal requirements are determined by HUD. Local guidelines are developed by DCHD staff and approved by City Council.

FEDERAL + STATE REQUIREMENTS

- ADA and Historic Preservation. Applicant must comply with all City Codes, including City, State and Federal Americans with Disabilities Act (ADA) and historic preservation requirements.
- Authority to Apply. Written minute action and/or Board approval documentation signed by the Board President authorizing submittal and signature of the CDBG application by Board President (or other authorized representative) must be submitted with the application.
- Authorized Signatory. Approved documentation (e.g., minute action or letter from the Board) certifying whom from the applicant's organization is the authorized signatory who can sign contracts on behalf of the agency.
- **DUNS Number.** Applicant is required to submit their DUNS Number and System of Award Management (SAM) record status in order for DCHD staff to verify through the SAM website that the agency is clear of debarment from receiving federal funds. If considered for funding, DCHD staff will recertify compliance with this requirement prior to execution of any contract. Refer to Attachment L for instructions on how to obtain the SAM record status.
- Fair Housing Act. Applicant must comply with the Fair Housing Act, Executive Order 11063 (Equal Opportunity in Housing), the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Executive Order 11246 (Equal Employment Opportunity). Agencies operating programs/services in CDBG-funded facilities, as applicable, will be required to develop and implement Affirmative Marketing policies and procedures, and shall assure housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.
- Faith-Based Organizations. Faith-based organizations that are applying for funding must comply with HUD's Final Rule that became effective October 30, 2003, as amended. Refer to Attachment I of this document.
- Indirect Costs. Applicants are allowed to include Indirect Costs as a line item in their program budgets. Indirect Costs can be included in the program's budget in one of the two following methods:
 - Agencies can apply the 10% De Minimis Rate. Using the 10% De Minimis Rate, if awarded funding, agencies may apply 10% of the total expenses submitted in each monthly reimbursement request. For example, if total expenses in a given month are \$10,000.00, the subrecipient will be allowed to request \$1,000.00 as Indirect Costs in that month's reimbursement request. Agencies who want to apply the 10% De Minimis Rate will be required to submit with their application a signed memo from their authorized signatory stating the agency will be applying this method of Indirect Cost for the current grant year.
 - The second allowable Indirect Cost method is an *Indirect Cost Allocation Plan*. Under this method, agencies must submit with their application a current Indirect Cost Agreement from the cognizant agency. This document will state the Indirect Cost rate/percentage the agency is allowed to apply towards each month's reimbursement request.

- Jurisdiction. All programs, clients and/or improvements must be located within the city limits of El Paso, Texas for
 programs funded by CDBG, HOME and ESG. For HOPWA, all subsidized housing must be located within the County of
 El Paso, including the City of El Paso.
- Lobbying. Under section 1352, title 31, U.S. Code, no Federal appropriated funds may be paid or have been paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Federal contract, grant, loan, or cooperative agreement, the applicant must complete and submit Standard Form-ILL, "Disclosure Form to Report Lobbying".
- **Persons Served.** Applicants are required to provide the number of persons served for each program or project that is awarded funding. For projects that exceed a year, this requirement applies to <u>each</u> program year.
- **Procurement Guidelines.** Applicants must follow federal procurement rules, along with all applicable state and local requirements, when purchasing services, supplies, materials, or equipment with DCHD-awarded funding. Below is a summary of the most current federal procurement methods. Applicable federal regulations are contained in 2 CFR Part §200.320 Uniform Administrative Requirements.
 - Sealed bids (formal advertising). This procedure should be used for all construction contracts or for goods costing more than \$100,000. Competitive sealed bidding requires publicly solicited sealed bids and a firm-fixed-price lump sum or unit price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is lowest in price. The following requirements apply when this method of procurement is used:
 - Publication Period: The invitation for bids must be publicly advertised and bids solicited from an adequate number of suppliers. The publication should be published at least once in a newspaper of general circulation, providing sufficient time prior to bid opening. If the publication period is not of sufficient time to attract adequate competition, the bid may have to be re-advertised.
 - Clear Definition: The invitation for bids, including specifications and pertinent attachments, must clearly define the items or services needed in order for bidders to properly respond to the invitation.
 - Public Opening: All bids must be opened publicly at the time and place stated in the invitation for bids. The public is allowed at that time to review the bids.
 - Selection and Contracting: A firm-fixed-price contract award must be made by written notice to the responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs must be considered in determining which bid is lowest.
 - Rejection of all Bids: All bids may be rejected when sound documented reasons exist. Such documentation shall be made a part of the files.
 - Adequate number of qualified sources.
 - Competitive proposals. This procedure is used to purchase professional services where the total cost will exceed \$100,000. Under this procurement method, the applicant must publish a written request for submissions and then review these submissions based on established selection criteria; and the applicant must solicit proposals from an adequate number of qualified sources. There are two possible methods of soliciting proposals – a request for proposals (RFP) or a request for qualifications (RFQ). The following requirements apply when this method of procurement is used:

- Publication Period: Proposals must be solicited from an adequate number of qualified sources and an
 advertisement must be published. RFPs/RFQs should be published in a sufficient timeframe before the
 proposals/qualifications are due.
- Clear Definition: The RFP/RFQ must identify the general scope of work and all significant factors of evaluation, including price where appropriate, and their relative importance.
- Technical Evaluation: The grantee must provide a mechanism for technical evaluation of the proposals received, determinations of responsible offeror and the selection for contract award.
- Award: Award may be made to the responsible offeror whose proposal will be most advantageous to the
 procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly. The
 contract can be either a fixed price or a cost reimbursement type.
- Race and Ethnicity. Applicants whose programs or projects qualify under the LMI national objective through the *limited* <u>clientele</u> category are required to provide race and ethnicity data for each person who is receiving direct assistance from DCHD-awarded funding.
- Unit of Service. Applicants are required to provide the number of units of service that will be provided under every program awarded for funding. A unit of service must be defined as the direct service that will be provided to a client or on behalf of a client. Units of service are not required for all funding categories.
- Verification of non-profit status. Non-profit agencies must submit the Internal Revenue Service (IRS) letter certifying their 501(c) (3) status and the completed and signed Assurance of Applicant Eligibility for Non-Profit Organizations on page. Refer to Assurance B of this document.

PERFORMANCE OUTCOMES

HUD requires reporting of activity outcomes using its Outcome Performance Measurement System to report accomplishments on a national level. Outcomes are the resulting benefit(s) of the projects and should be measurable. Therefore, applicants are required to submit a statement explaining the expected outcome(s) of their projects.

DCHD has implemented a performance measurement system that aligns with HUD's performance outcomes to gauge the success of awarded projects. Applicants are required to address in their applications the outcome(s)/benefit(s) that will result from the project after completion. Outcomes describe the impact that will result from the project, and are the benefits to individuals, families, organizations and communities derived from construction of the project or participation in a program or service.

LOCAL REQUIREMENTS

- Acceptance of Grant Conditions and Terms. Applicant must submit with their application an Acceptance of Grant Conditions and Terms form signed by an authorized representative of the applicant. Refer to Assurance A of this document.
- Administrative Capacity. Applicant must have demonstrated administrative and financial capacity to fully operate the project. A certified audit, covering a period ending on a date after January 31, 2021 must be submitted. This requirement may be waived for organizations or entities who expend less than \$750,000 in federal funds for the audited year. Awarded allocation of funds are distributed on a reimbursement basis. All agencies except City Departments that are receiving funds must demonstrate the financial capacity to pay any project-related costs, including design, construction and/or operating, for a period of at least three months prior to reimbursement.

- Certificate of Account Status. Applicant must provide a Certificate of Account Status from the Texas Secretary of the State to indicate the status of the organization's right to transact business in Texas. Refer to Attachment K for instructions on how to obtain the Certificate of Account status from the Texas Secretary of the State website.
- Completeness Check. Applications and supporting documentation must be turned in by the respective deadline in order to be considered for funding. All required supporting documentation must be attached to the application in order for it to be considered complete.
- Compliance with Existing Contracts. Applicants who are currently receiving federal funds administered by DCHD and applying for additional funds must be in compliance with all terms of their contract, must not have any outstanding audit findings or monitoring findings as determined by the City or HUD, and must remain in good standing throughout the entire program year.
- Conflict of Interest. Applicant must not have an employee, officer, agent, or anyone who represents the
 agency in any capacity sitting as a member of the Community Development Steering Committee. Applicant
 must divulge if any member of their board is a City employee, so a determination may be made if a conflict
 exists. Conflict of Interest and all other provisions extend to partners and subcontractors as well.
- Contract Amendments. Contract amendments will not be allowed within 90 days of the contract expiration date unless an exception is granted under extenuating circumstances by the DCHD Director. Contract amendments should be rare and will only be considered in the event of circumstances beyond the control of the subrecipient, unless the amendment is required by and initiated by the City. Requests for contract amendments shall be submitted to the DCHD Grant Administrator responsible for the program and shall include a detailed narrative explaining the circumstances that led to the need for the amendment and actions taken by the subrecipient to address those circumstances and avoid the need for a contract amendment.
- Contract Execution Readiness. Subrecipients are expected to complete and submit to DCHD all required documentation for contract execution prior to the beginning of the program year (September 1st). Failure to do so is not considered justification for extending the term of a contract beyond the end of the program year (August 31st of the following year), and may result in cancellation of funding award.
- Conditions for Contract Amendments. Subrecipient contracts and written agreements may be amended if a subrecipient is not meeting performance in timeliness, outcomes, performance measures, or other contracted deliverables for documented circumstances beyond the subrecipient's control, and not due to any fault or negligence by the subrecipient. Circumstances beyond the subrecipient's control may include: natural disaster, fire, explosion, war, civil unrest, declared national or regional emergency, strike/labor stoppage, epidemic, pandemic, government order or law, action by any government authority, and other similar events beyond the reasonable control of the subrecipient. Mere impracticality, unanticipated difficulty, and general economic conditions not related to the types of events listed above is not enough to excuse performance and justify contract or written agreement amendments. The Director of Community and Human Development, or their designee, is the sole individual responsible for determining if the cause of non-performance is reasonably beyond the subrecipient's control

The following items may be adjusted in subrecipient contracts at the discretion of the Director of DCHD, in agreement with subrecipient, and shall be memorialized via memo rather than formal contract amendment:

- Changes, additions, or deletions to/of line items that do not significantly impact the agreed upon scope of work, performance measures, or outcomes;
- Changes to the service period or contract term of 180 days or less that do not affect program service description(s) or scopes of work;
- Changes, additions, deletions to/of Report Forms as required by DCHD;
- Clarifications of contract language.

- PHIX Participation. The City of El Paso has contracted with the local Public Health Information Exchange (PHIX) to collect and analyze data on housing and homelessness programs. All subrecipient programs that receive HUD Entitlement funds to address homelessness or housing affordability are required to submit aggregate and/or client specific data to PHIX, as determined by the City.
- Ordinance 9779. All facilities receiving funding from the City must be in compliance with Ordinance 9779, Non-Discrimination Against Persons with Disabilities. This means that the facility must be accessible for use by persons with disabilities in terms of employment and service, or have an approved transition plan, <u>before</u> <u>the funding can be approved</u>. As part of this requirement, applicants must submit the completed and signed Assurance of Compliance with Ordinance No. 9779, Accessibility/Letter of Assurance, and submit the completed Guidelines/Self-Evaluation for Community Development and City of El Paso Sub recipients. Refer to Assurance C and Assurance D of this document.
- For projects with multiple service locations, an Accessibility/Letter of Assurance must be provided for each site.
- Relocation Assistance. In accordance with the City's Anti-Displacement Strategy, projects that involve the displacement of low- and moderate-income tenants should be avoided. If displacement is unavoidable, all tenants who are permanently or temporarily displaced as a result of a DCHD-funded project must be provided financial and advisory benefits as described in the Anti-Displacement Strategy. Tenants occupying a structure become eligible for these benefits at the time an application is submitted to the City. Applicants should consult with the DCHD staff if displacement or relocation is to occur to assure that this requirement is met and that adequate funds are included in the funding request.
- Suspension of Eligibility to Apply. An entity whose contract with the City for HUD funding is terminated for cause is ineligible to apply for additional HUD funding through the City of El Paso for a period of 24 months from the date of contract termination.
- Site Suitability. Applicant must ensure that properties where services or facilities projects are located are zoned appropriately for such activities and land uses. Projects without the appropriate zoning at the time of application submission will be ineligible for funding.
- Timeliness. Public Services, ESG and HOPWA subrecipients are expected to spend program funds on an ongoing basis, unless otherwise stipulated in the contract agreement. DCHD requires that subrecipients maintain a spend-to-time ratio of more than -10%. The following table identifies the required spend rate for a 12-month Public Services contract:

Month	1	2	3	4	5	6	7	8	9	10	11	12
% of time passed	8.33%	16.67%	25.00%	33.33%	41.67%	50.00%	58.33%	66.67%	75.00%	83.33%	91.67%	100.00%
Required % of funding	0.00%	6.67%	15.00%	23.33%	31.67%	40.00%	48.33%	56.67%	65.00%	73.33%	81.67%	100.00%
expended	0.0078	0.0770	13.00%	23.33/0	51.0770	40.0070	40.3370	30.0770	03.00%	/3.33/0	01.0770	100.0070

If a subrecipient's program falls below the *Required % of funding expended*, DCHD will require a remediation plan from the agency detailing how the program will return to compliance within 2 months of the month in which the agency became non-compliant. DCHD may accept the remediation plan or request modifications to the remediation plans as deemed necessary by DCHD. Inability of an agency to return to compliance under a DCHD-accepted remediation plan may result in reduction of funding or termination of contract for cause.

Subrecipients who fail to expend at least 90% of CDBG funds and 100% of ESG funds prior to contract expiration are ineligible to receive funding under that specific funding source in the following year. This means that if an agency is awarded funding in the year following a year in which they fail to meet this spending requirement, a contract will not be executed with that agency; or, if a contract has been executed, that contract will be terminated and no reimbursement(s) will be released for services provided by the agency.

• Workers' Compensation. Subrecipients of City of El Paso HUD funding are required to maintain a minimum of \$1,000,000 in workers' compensation insurance throughout the contracted period of performance.

TENTATIVE SCHEDULE

DCHD will release on an annual basis a *Tentative Schedule for Upcoming Program Year*, which will indicate the tentative dates for key events that will take place as part of the upcoming program year's planning process. This schedule will include dates for items such as the following:

- Community Needs Assessment
- Mandatory training workshops
- Application deadlines
- Public hearings
- City Council meetings

Note that dates stated in the *Tentative Schedule for Upcoming Program Year* are subject to change. Applicants should contact DCHD staff prior to any trainings, application deadlines or other significant dates for confirmation.

PROGRAM REVIEW + SCORING PROCESS

NOTE: Due to COVID-19, meetings, trainings, workshops, public hearings, and other activities regularly conducted in person, may be conducted virtually.

MANDATORY TRAINING WORKSHOPS

A component of the DCHD planning process is a series of mandatory training workshops for all potential subrecipients of HUD funds. The applicant designee (i.e., personnel writing, preparing and/or overseeing application submittal) of the sub-recipient department or agency must attend the workshop to be considered for funding.

TECHNICAL ADVISORY REVIEW PANEL

Technical Advisory Review Panels (TARPs) will be established to evaluate proposals for funding. TARP members may include DCHD staff, other City Department staff, and other subject matter experts as selected by DCHD.

CDBG PUBLIC SERVICES, HOPWA + ESG

The full application packets, including all required modules, will be provided at the mandatory training workshops only to those agencies who attend. (Virtual attendance may be authorized at the discretion of DCHD.)

TARPs will be established to review and evaluate applications. For categories in which only one application is received, a DCHD staff member, in place of a TARP, will review the sole application for completeness, eligibility and quality of outcomes. Reviewers will be selected by DCHD staff, with a primary focus on professional expertise and neutrality (i.e. individuals having no relationship to any of the applicant agencies in the service category being reviewed). All reviewers will be required to sign a Conflict of Interest Disclosure affidavit. Upon review of the affidavit, DCHD staff will determine if a conflict of interest exists.

The TARPs for ESG and any other homeless funding programs will collaborate to align funding recommendations.

DCHD staff will determine the eligibility of each application. Thereafter, the TARPs will perform a detailed review of each eligible proposal in order to provide a preliminary score. This review will include but is not limited to:

- Past agency performance
- Proper completion of the application
- Community impact and community need
- Agency attendance and participation when invited into City-led strategic planning initiatives
- Program eligibility according to applicable federal, state and local regulations

When reviewing past agency performance, DCHD staff will consider among other items:

- Timeliness, completeness and accuracy of programmatic and fiscal reporting to include reimbursement requests;
- Responsiveness of the agency to requests from DCHD;
- Agency ability to fulfill prior projects under the original, approved budget without excessive budget amendments or revisions;
- Compliance concerns and findings, and overall agency risk as assessed by DCHD;
- Agency history in meeting outcomes, units of service, persons and households served, and successful deployment of matching funds if applicable;
- Agency history of timely expenditure of funds;
- Agency history of timely execution of contracts and implementation thereof without need for excessive contract amendments.

Each TARP member will score each proposal using the provided scorecard attached to the application. The TARP members' scores will then be averaged and applications with a score of 75% or higher will move forward in the process. For those applications, DCHD may schedule question-and-answer sessions with applicants and TARP members, as deemed necessary, to receive clarification on details within applications.

Following these question-and-answer sessions, program recommendations will be developed as follows:

- The TARP will discuss each proposal. TARP members will have the opportunity to revise their scores for each proposal based on the TARP discussion.
- Should any TARP member revise their scoring, the scores of all TARP members will be averaged to create the applicant's final score, which will be used as a platform for the DCHD funding recommendation.
- Applicants will be notified by email of the funding recommendation. Full details of the applicant's final score will be made available upon request once all recommendation letters are delivered.
- Program recommendations will be presented to City Council who has the ultimate authority on project selection.

CDBG PUBLIC FACILITIES

Applications are evaluated by a TARP through the use of a scorecard which is attached to the application. The TARP's averaged score will be used to produce a ranking of projects that will be considered by DCHD to produce a funding recommendation. Refer to the Public Facilities section of this document for more information on that process.

APPEAL PROCESS

1...f an applicant wishes to appeal a decision or determination made by DCHD, the Applicant may submit an appeal in writing to DCHD. The steps to submit an appeal are as follows:

- a. Applicants must submit an appeal in writing to DCHD within seven (7) calendar days of receiving notice of the decision or determination. The written appeal must detail the decision, or determination that is being disputed. After 7 calendar days, decisions and determinations can no longer be appealed.
- 2. DCHD staff will schedule a meeting with the applicant to discuss the appeal within Fourteen (14) calendar days of receipt of an appeal.
 - a. If DCHD staff determines that the appeal is valid, responsive action will be considered.
 - b. If DCHD staff concludes that the appeal is invalid, an applicant can dispute this conclusion with the DCHD Director who will review the validity of the appeal request.
- 3. The DCHD Director will either approve the appeal and modify a decision or determination accordingly or will deny the appeal and provide the applicant agency with written justification for denial of the appeal.
 - a. The applicant will be notified in writing of the appeal decision by the Community and Human Development Director
 - THIS APPEAL PROCESS DOES NOT PROVIDE AN OPPORTUNITY TO REVISE PROPOSALS, NOR DOES IT GUARANTEE THAT DECISIONS OR DETERMINATIONS WILL BE MODIFIED.

EXIT CONFERENCE

An exit conference will be provided upon request, to those applicants whose projects are not funded following the final City Council Budget Hearing. The purposes of this conference will be capacity building and a discussion of alternative resources and approaches.

CITY COUNCIL

City Council retains the ultimate authority regarding funding for projects and programs covered by this document. Recommendations initiated by DCHD Staff are presented in draft form at a public hearing. Upon receiving initial feedback at that public hearing, a 30-day public comment period is initiated during which all community feedback is documented and considered for incorporation into the final Annual Action Plan. The final Annual Action Plan, along with all comments received, is then presented to City Council for approval. The adopted Annual Action Plan must be submitted to HUD 45 days prior to the commencement of the upcoming program year.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

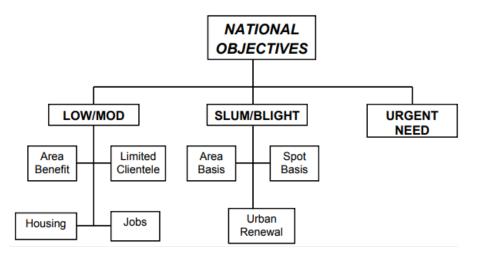
The primary objective of the Community Development Block Grant (CDBG) Program is the development of viable urban communities, including decent housing, suitable living environments, and the expansion of economic opportunities, principally for persons of low and moderate income. The following sections explain the services, programs and projects that are funded through CDBG.

HUD NATIONAL OBJECTIVES

The authorizing statute of the CDBG program requires that every funded activity, except for program administration and planning activities, meet one of three national objectives. The three national objectives are:

- Benefit to low- and moderate-income (LMI) persons;
- Aid in the prevention or elimination of slums or blight; and
- Meet a need having a particular urgency (referred to as urgent need).

To comply with CDBG requirements, all activities must meet a national objective. The following exhibit depicts the different categories associated with each of the national objectives.



The LMI national objective is often referred to as the "primary" national objective because the statute requires that recipients expend 70 percent of their CDBG funds to benefit LMI persons. Below are the four categories that can be used to meet the LMI national objective:

- Low Mod Area Benefit (LMA). The area benefit category is the most commonly used national objective for activities that benefit a residential neighborhood. An area benefit activity is one that benefits all residents in a particular area, where at least 51 percent of the residents are LMI persons.
- Low Mod Limited Clientele (LMC). The limited clientele category is a second way to qualify specific activities under the LMI benefit national objective. Under this category, 51 percent of the beneficiaries of an activity have to be LMI persons. To qualify under this category, the activity must do one of the following:
- Benefit a clientele that is generally presumed to be principally LMI. This presumption covers abused children, battered spouses, elderly persons, severely disabled adults (see the box below), homeless persons, illiterate adults, persons living with AIDS and migrant farm workers; or
- Require documentation on family size and income in order to show that at least 51 percent of the clientele are LMI; or
- Have income eligibility requirements limiting the activity to LMI persons only; or
- In extremely rare circumstances DCHD may consider that the service provided is of such a nature and in such a location that it can be concluded that clients are primarily LMI. An example is a day care center that is designed to serve residents of a public housing complex.
- Low Mod Housing Activities (LMH). The housing category of LMI benefit national objective qualifies activities that are undertaken for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by LMI households.
- Low Mod Job Creation or Retention Activities (LMJ). The job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which (computed on a full-time equivalent basis) will be made available to or held by LMI persons.

DCHD utilizes HUD's Income Limits that are provided on an annual basis to determine if a person or household is of low to moderate income. To determine qualification, refer to Attachment C for the most current HUD income limits summary.

The focus of activities under the elimination of Slums and Blight national objective is a change in the physical environment of a deteriorating area. This contrasts with the LMI benefit national objective where the goal is to ensure that funded activities benefit LMI persons. Three categories are used to qualify activities under this national objective:

- Slum Blight Area Basis (SBA). This category covers activities that aid in the prevention or elimination of slums or blight in a designated area. To qualify under this category, the area in which the activity occurs must be designated as slum or blighted. Documentation must be maintained by the grantee on the boundaries of the area and the conditions that qualified the area at the time of its designation. The designation of an area as slum or blighted must be re-determined every 10 years for continued qualifications.
- Slum Blight Spot Basis (SBS). These activities eliminate specific conditions of blight or physical decay on a spot basis and are not located in a slum or blighted area. Activities under this category are limited to acquisition, clearance, relocation, historic preservation, remediation of environmentally contaminated properties, and building rehabilitation activities. Furthermore, rehabilitation is limited to the extent necessary to eliminate a specific condition detrimental to public health and safety.
- Slum Blight Urban Renewal Area (SBR). These activities located within an Urban Renewal project area or Neighborhood Development Program (NDP) action area are necessary to complete an Urban Renewal Plan. A copy of the Urban Renewal Plan in effect at the time the CDBG activity is carried out, including maps and supporting documentation, must be maintained for record keeping purposes. This national objective category is rarely used as there are only a handful of communities with open Urban Renewal Plans.

Use of the Urgent Need national objective category is rare. It is designed only for activities that alleviate emergency conditions. Urgent Need qualified activities must meet the following criteria: the existing conditions must pose a serious and immediate threat to the health or welfare of the community; the existing conditions are of recent origin or recently became urgent (generally, within the past 18 months); the grantee is unable to finance the activity on its own; and other sources of funding are not available.

Refer to HUD's 24 CFR Part 570.208 for further information on the criteria for national objectives.

PUBLIC SERVICES

The Public Services category of CDBG is intended to maximize outcomes in our community based on identified needs of vulnerable populations. Public Service programs aim to respond to emerging community needs and/or expand services for an existing need as well as attempt to align and enhance other CDBG and locally funded activities. At the start of each planning cycle, DCHD will conduct a community needs assessment which will determine priority needs and gaps to which Public Service funds will be available for applicants

Each year, DCHD solicits funding proposals from interested public and non-profit entities for the use of CDBG funds for Public Service programs. Federal regulations stipulate that a maximum of 15% of the annual CDBG funding may be allocated to Public Services.

SERVICE CATEGORIES

CDBG-funded public services provide improved access to a suitable living environment by providing a comprehensive range of services for those of low-to-moderate income and of presumed benefit. The Community Needs Assessment conducted between September and November of the program year will inform the establishment of service categories to be prioritized for CDBG public services funding.

Applicants must select the category of service under which their application will be submitted. An applicant may not change their category of service after the proposal deadline.

INNOVATIVE PROGRAM INCUBATOR

The Innovative Program Incubator category is designed to give funding opportunities for innovative, promising programs. The purpose of this category is to create new initiatives and program structures that can prove to be best practices throughout the public service community. Programs applying for incubator funding will be required to provide projected performance outcomes inclusive of key performance indicators. Metrics should be illustrative of community impact indicated by improvement from baseline conditions. Alignment with priorities identified through the Community Needs Assessment, as well as alignment with the City of El Paso Consolidated Plan, City Strategic Plan and/or City Resilience Strategy is required.

The Innovative Program Incubator is funded as an \$80,000 program set-aside for a single program. However, DCHD may redistribute partial or whole funding of this set-aside to one or more CDBG Public Services categories if the Department does not receive an application for an incubator program that is responsive to the objective of the set-aside. Incubator grant projects do not have to fall within the designated Service Categories, but they must meet DCHD Public Services guidelines. While both new and existing agencies can apply, the program itself must be new and must not have received funding in any previous CDBG funding cycle.

PROJECT ELIGIBILITY + PERFORMANCE

TYPES OF ELIGIBLE SERVICE PROGRAMS:

- Projects must provide direct services to clients who qualify under HUD income guidelines and who reside within the limits of the City of El Paso. Funded agencies will be required to verify each client's residence and eligibility. HUD has determined that the following populations meet income guidelines and are presumed eligible:
 - Elderly persons (aged 62 and older)
 - Severely disabled adults
 - Homeless persons
 - Abused children, battered spouses
 - Persons living with AIDS
 - Migrant farm workers
 - Illiterate adults.

OTHER PROJECT COMPLIANCE + IMPLEMENTATION REQUIREMENTS

 Agency Strategic Planning. Applicant agencies must submit along with their application, the agency's most recently approved mid to long-term strategic plan and/or sustainability plan as well as their current annual plan.

- Budget Revisions. Budget revisions may be requested among existing budget line items. All budget
 revisions occurring within the contract period may not exceed 20% of the total award without approval of the
 DCHD Director or their designee. Only budget modifications/revisions that result in a significant change of
 scope, performance measures, or outcomes require a contract amendment.
- Duplicate Submittals. The same project proposal cannot be submitted under more than one public services category.
- Emergency Shelter Funding. Agencies may apply specifically for "Emergency Shelter" component funding from both the Emergency Solutions Grant and the Community Development Block Grant. However, funding may only be awarded from one of those entitlement grants.
- **Financial Capacity.** CDBG funds are distributed on a reimbursement basis. All agencies receiving funds must demonstrate the financial capacity to fully operate the proposed project for a period of at least three months prior to reimbursement. Applicants will be required to provide verification of three months of capital for sustainability of their public service program.
- Funding Request. Minimum funding request by applicant for any project must be \$80,000.
- Income Verification. Subrecipient must verify, through use of a DCHD-issued or approved Income Eligibility Form, client income to confirm CDBG eligibility for clients receiving services.
- Multiple sites. Applicant must complete an Activity/Partner Supplement if their program provides services in
 more than one location. The Activity/Partner Supplement must be completed for each site. A budget must be
 produced for each site if <u>any</u> non-shared resources are being requested, and the budgets for the combined
 sites or activities must align with the budget for the overall project. If the applicant's program consists <u>wholly</u> of
 shared resources then only one budget for the overall project must be completed. An example of a nonshared resource are supplies that will be used at each separate site; an example of a shared resource is an
 instructor who travels to different sites to offer classes.
- Partnerships. Applicants must state in their application if they plan to partner with another agency. The
 identification of the partnership and plan of action for the partnership must be outlined in the CDBG
 application when it is submitted to DCHD.

If any portion of the project will be carried out by a partner, contractor, consultant or other third party, the Activity/Partner Supplement of the application must be completed reflecting the role of the partner. This supplement will be provided as a module within the application.

- Program Scope + Eligibility. Applicants may submit more than one proposal that offers different services within a single service category or in more than one service category. However, the proposal cannot provide the same services as another proposal, or provide services to clients during the same time period that they are being served by another City-funded project. Each proposed project must be clearly defined and easily differentiated from the others. Proposals cannot be dependent or subsidiary to another proposal.
- Required Cash Match. Up to 90% of the program cash cost may be requested from DCHD. The remaining 10% of the project cost must be secured from a non-CDBG or non-ESG source. Funded applicants will be required to annually report sources and amounts of all funds expended on the program, and to demonstrate compliance with the 90% cap.
- **Staff hours.** The City will only reimburse applicants for staff hours that are spent on direct services funded by CDBG to eligible clients.
- Subsidiary Projects. Projects that are dependent or subsidiary to one another should be submitted as a single project.

PERFORMANCE GOALS

Applicants must have the capability to track their project outcome(s), performance measures and units of service over time and report on results if the project/activity is eventually funded. Funded projects will have a contractual obligation to meet projected outcomes, performance measures and units of service. Failure to meet these obligations, to include units of service and/or clients served, may result in a temporary or permanent hold on reimbursement. Further technical assistance on this subject will be provided to funded agencies upon request.

PUBLIC FACILITIES

Public facilities improvements are generally interpreted to include all facilities and improvements that are publicly owned, or that are owned by a non-profit, and open to the general public. CDBG Public Facilities funding must be used to service or benefit LMI persons, including those populations who are generally presumed to be LMI.

DCHD solicits funding proposals from interested City departments, non-municipal government entities and non-profit agencies for the use of CDBG funds for public facilities improvements within the city limits of El Paso. **The minimum funding amount for a Public Facilities project is \$1,000,000**, though lower budget projects may be made eligible at the discretion of the Director of DCHD in order to maximize community impact and ensure timely expenditure of HUD funds.

All Public Facilities applicants are required to schedule a site visit with DCHD staff prior to the application deadline in order to discuss project scope, feasibility, and eligibility.

3-YEAR COMMUNITY VULNERABILITY CAPITAL IMPROVEMENT PLAN

As mentioned in the Public Services section of this document, DCHD performs a Community Needs Assessment (CNA) in the fall of each year to determine priority categories of public services. While the community need for services can be very dynamic and may change from year to year, the community need for public facility investments changes on a less frequent basis. As such, the CNA will include priority needs for facilities once every three (3) years, starting with the 2022 CNA. **Recommendations for Public Facilities projects will represent a 3-year allocation plan** including the projects to be wholly or partially funded under the first year's HUD allocation, as well as the projected funding for projects in the second and third years of the Public Facilities funding cycle. This 3-year funding cycle will allow for multi-year, phased funding for design and construction activities of approved projects that will significantly aid in the City's ability to meet HUD's timely expenditure requirements.

At or around the time that DCHD presents final funding recommendations to City Council for the 3-year Public Facilities allocation plan, a waiting list of projects may also be presented for Council approval. Projects on the waiting list may be brought forth to Council for consideration of addition to an Annual Action Plan should any approved project(s) be delayed, cancelled, or be completed under budget, thus allowing for additional projects to be funded.

While funding for any one project may be planned for multiple years, all contract agreements with subrecipients will be for a term of 12-months unless otherwise approved by DCHD. This means that a 2-year project will be contracted via two (2) separate 12-month contracts each of which will be executed after the City has received the annual allocation of funds from HUD that will be utilized under each contract. All projects and phases of projects are expected to be completed within the contracted time period. **Failure to complete projects within the contracted time period may result in reduction of funding, recapture of funding, or termination of contract for cause.**

An approved project that does not begin construction on time, as indicated in the agreed upon task schedule, may be cancelled and added to the waiting list of projects or may be re-applied for in the next 3-year cycle

Application packets will be made available in January 2023 for projects to be funded under the 49th, 50th and 51st Year CDBG allocations. The subsequent Public Facility planning process is then expected to take place in the 52nd Year Annual Action Plan planning process, and every three (3) years thereafter.

PROJECT SUBMISSION, SELECTION + REVIEW PROCESS

The primary step in the public facilities review process is determining CDBG-eligibility, which means that each accepted proposal must meet one of HUD's national objectives. The area benefit category (also referred to as LMA) is the most commonly used national objective for public facility projects. To qualify under this category, at least 51 percent of the residents from a particular area must be low to moderate income (LMI) persons. The limited clientele category (also referred to as LMC) is a second way to qualify public facilities projects under the LMI benefit national objective. Under this category, 51 percent of the beneficiaries of an activity have to be LMI persons. In contrast to the LMA area benefit category, it is not assumed by location that a majority of persons served will be of low to moderate income. Rather the actual number of LMI persons that benefit from the activity must be documented by the agency operating the facility, meaning that race, ethnicity, household size, name, address, and income of all persons utilizing the facility must be documented and maintained for compliance monitoring. Further information on HUD's national objective categories can be found under the HUD National Objectives section of this document and are also contained in CFR 570.208.

Public facility projects that meet HUD National Objectives under LMC must operate for 90 days and show compliance with LMC documentation requirements before final progress payment and developer fees (if applicable) are approved by the City and paid out to the subrecipient or contractor.

Applicants are strongly encouraged to solicit public input regarding their project concept. All outreach efforts should be documented and summarized in the application submittal, along with explanations of why comments received were accepted or rejected, and how accepted comments were incorporated into the overall project concept.

A TARP will evaluate all eligible and feasible project applications submitted (see the PROGRAM REVIEW + SCORING PROCESS section of this document for additional details). The TARP's averaged score per application will be utilized to produce a ranking of projects that will then be considered by DCHD when establishing funding recommendations. The budget recommendation will then be presented to a Community Needs Advisory Committee for input as detailed and defined in the Citizen Participation Plan appended to this document; presented at a public hearing; opened for a 30-day public comment period; and ultimately presented to City Council for final approval.

PROJECT APPLICANTS

DCHD accepts applications for public facilities improvements from three groups – **City departments, non-municipal government entities and non-profit agencies**. City departments may submit up to nine (9) Public Facility project applications. Non-municipal government entities and non-profit organizations may submit up to three (3) Public Facility project applications.

The following sections explain the requirements that are unique to the applicant groups. Each applicant must adhere to these requirements in addition to all general project eligibility and compliance standards. Note that all applications must meet one of HUD's national objectives, and all applicants must attend a mandatory workshop as described in the Mandatory Workshop Training section of this document.

MUNICIPALLY OWNED PROJECTS

Municipally owned projects are those that belong to the City of El Paso and whose applicants are City departments. All City departments are eligible to apply for CDBG funding.

- Availability of Operating Funds for New Construction or Expansion Projects. For projects involving new
 or expanded public facilities, if additional staff or additional operation and maintenance (O&M) funds will be
 required, applicants must submit a written commitment from the appropriate City officials (i.e., Department
 Director, Department Financial Manager, and Director of OMB) that additional O&M funds for the facility will
 be available once the project is completed for the life of the facility.
- Other Funding Sources. If other funding sources (i.e. grant monies, General Revenue funding, etc.) will be used for the project, the City department must submit written documentation to verify that the funding is committed and available.
- Project Scope of Work + Cost Estimates. City Departments are required to submit with their application a
 cost estimate that has been reviewed and/or prepared by the Capital Improvement Department (CID). The
 City Department must ensure that the cost estimate correctly reflects the project's scope of work. It is highly
 recommended that the City Department and CID staff developing and approving the estimate make a site visit
 to the proposed location to determine current conditions.
- Required Cash Match. Applicants are required to provide at the start of the project a minimum of 10% of the cost of the CDBG project in cash from a non-CDBG funding source. Applicants may also choose to provide a greater percentage of the project cost in order to make the project more impactful.

Note: City departments are eligible to request in writing from the DCHD Director a waiver for the required cash match, however, a matching contribution will be a factor when evaluating each project.

NON-MUNICIPAL GOVERNMENTAL ENTITIES + NON-PROFIT ORGANIZATIONS

Other branches, departments or agencies of government and local non-profit organizations can apply for CDBG funding for public facility improvements. Examples of such non-municipal government entities include local school districts and the public housing authority.

- Letter of Credit. Applicant must be able to secure the CDBG funding by providing a letter of credit from a financial institution. The letter of credit must be at minimum equal to the amount of CDBG funding that is being awarded, and must be secured for a 5-year reversionary period that follows construction completion. If an applicant is unable to secure the loan through a letter of credit, an alternative option must be provided with the application which will be reviewed by DCHD staff for viability and approval. A current appraisal value of property in the form of a Market Analysis, Certified Audit Report or a Report from the El Paso Central Appraisal District (EPCAD) must be submitted with the application.
- Leased Property. If applicant is leasing the property that is being improved, the terms of the lease agreement must be attached to the application, and the property must be leased for at minimum the term of the required reversionary period. The applicant must also provide with their application approved documentation certifying that the lessor has acknowledged and approves of the CDBG-funded facilities improvements.
- **Owned Property.** If applicant owns the property that is being improved, the deed of trust for the property that is being improved must be attached to the application.
- Project Scope of Work and Cost Estimate. All public facility projects involving rehabilitation or new construction will be required to be estimated and designed by an architect or engineer licensed in the State of

Texas. The project cost estimate (not the cover letter) must be stamped with the official seal of the architect or engineer licensed in the State of Texas. For example:



NOTE: If a funded agency chooses to use for project implementation the same design consultant who prepared the cost estimate as a part of their application, the applicant should ensure that all applicable federal, state and local procurement rules were followed when the design/engineering services were initially acquired.

- Required Cash Match. Applicants are expected to provide at the start of the project a minimum of 10% of the cost of the project in cash from a non-CDBG funding source. Applicants may also choose to provide a greater percentage of the project cost in order to make the project more impactful.
- Schedule A. Applicants will be required to complete Schedule A as a part of their application packet. Schedule A defines the budget line items associated with the soft costs for a construction project. This document must be attached to the public facilities application at the time of submittal.
- Task Schedule. Applicants must provide a preliminary schedule of tasks involved in carrying out the proposed project that indicates that the CDBG project can be substantially completed within 365 calendar days of contract execution. Should CDBG funds be awarded to a project, a project schedule will be incorporated in the Loan Agreement. Failure to comply with the schedule may result in the revocation of the funding award. In the event of revocation of funding, the applicant agrees and acknowledges that the applicant will not be entitled to any costs or damages from the City. A list of typical milestones involved in the implementation of a standard public facility project is provided below. Since circumstances vary, the applicant should coordinate with DCHD staff to ensure that the applicant's schedule incorporates tasks suitable to the proposed project.

Task Schedule Example	Completion	
Task	Date	
City sends CDBG loan and escrow documents to government entity for review	7/31/2022	
Government entity completes review of City's CDBG loan documents	9/01/2022	
Government entity provides all required documents for closing purposes	9/01/2022	
Closing occurs - execution of Forgivable Loan Agreement	9/01/2022	
Government entity completes contract w/ architect or engineer	10/01/2022	
Government entity completes project design	01/01/2023	
Government entity prepares bid documents for advertising and then bidding	02/15/2023	
Government entity participates in contractor selection	04/01/2023	
Government entity completes final contract negotiations	04/15/2023	
Government entity issues NTPs for demolition and renovation, or new construction	05/01/2023	
Government entity completes project	09/01/2023	

*NOTE: Task schedule requires consultation with City of El Paso's DCHD and/or Capital Improvement Department

 Deed of Trust. If awarded funding, applicant must obtain a deed of trust indicating ownership of the subject property by the applicant agency.

PROJECT COMPLIANCE + ELIGIBILITY

Types of Eligible Improvements

CDBG public facility projects must benefit persons of low- and moderate-income, defined as 80% of median income for El Paso, Texas. (Refer to Attachment C for the most current HUD income limits summary). Public facility projects may meet the low- and moderate-income objective by either area benefit or limited clientele benefit, as follows:

- Area Benefit May be established if the public facility improvement will be used for a purpose that benefits all the residents of a particular service area in which at least 51% of the residents have low- or moderate-income. Applicants seeking to qualify a project as area benefit should contact the DCHD to verify that the population of the designated service area meets the low- and moderate-income requirements. Projects that will be used by a citywide population will not qualify under this criterion.
- Limited Clientele Benefit The three options to establish this benefit are:
 - Family Size and Income Documentation May be established if the public facility improvement will be used for an activity that benefits a specific group of people, at least 51% of whom are low- and moderate-income persons. Applicants seeking to qualify a project under this criterion must substantiate that at least 51% of the beneficiaries of the project will be low- and moderate-income, either through income eligibility requirements, or by obtaining information on family size and income of <u>all</u> beneficiaries.
 - Presumed Benefit May be established if the public facility improvement will exclusively benefit a certain group of persons that are presumed by HUD to meet the low- and moderate-income criterion, including abused children, battered spouses, elderly persons, adults meeting the Bureau of Census' Current Population Report's definition of "severely disabled", homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers.
 - Income Eligibility Requirements May be established if the public facility improvement will be used for an activity that has income eligibility requirements limiting the activity to LMI persons only.
- Eligible Projects examples of eligible projects include: new construction; rehabilitation improvements; reconstruction and removal of architectural barriers; and design features and improvements which promote energy efficiency and distributed generation technologies.

Types of Ineligible Activities

- Projects involving acquisition of real property (land and/or buildings); and
- Rehabilitation or new construction of fire stations or the purchase of fire equipment.
- Regular maintenance and repair of public facilities and improvements (e.g., filling potholes, repairing cracks in sidewalks, mowing grass at public recreational areas or replacing street light bulbs).
- Operating costs associated with public facilities or improvements.

FINANCIAL TERMS

While government entity and non-profit agency applicants may request the following types of loans, the City of El Paso maintains the discretion to approve, modify, or reject the financing terms proposed by the applicant:

Direct Loan - a loan to be paid back in cash in accordance with a specified payment schedule;

- Forgivable Loan a loan that is paid back by fulfilling the terms of the CDBG Forgivable Loan Agreement which generally involves using the facility for its stated purpose for a specified period of time. The term of a forgivable loan will be at least through the 5-year reversionary period that follows construction completion; or
- A combination of a Direct Loan and a Forgivable Loan

Additionally, applicant agencies whose projects produce income may be asked to repay a portion of the CDBG funding to the City based upon a financial analysis of the project.

OTHER PROJECT COMPLIANCE + SUPPORTING DOCUMENTATION

- Building Codes. Applicant must comply with all applicable City Housing, Building and Zoning Codes.
- Encroachment. For street improvement projects involving encroachment issues, a written plan describing
 how the applicant intends to address the encroachment issues with the affected property owners, preferably
 including proof of correspondence with the said property owners indicating their willingness and cooperation in
 addressing the street improvements as it pertains to their property or properties.
- Environmental Considerations. DCHD Compliance Staff must evaluate the viability of projects based on environmental factors, including whether or not the project is located in a flood zone. The environmental review may determine whether a project is funded, or may indicate that project modifications or alternatives are needed.

For projects that are located in a floodplain, applicant will need to identify and evaluate if there is (1) no project alternative, (2) a non-flood plain project alternative, and/or (3) a floodplain proposal.

- Lead Clearance and Asbestos Survey. Based on the age of the facility, a lead clearance and/or asbestos survey may be required. If either has already been completed, please submit with the application.
- LMC Data Tracking Verification. Prior to recommending a project for funding that will meet the LMI National Objective via LMC, DCHD will review the data collection, storage and tracking systems of the applicant agency to ensure that systems are in place to achieve compliance with LMC reporting requirements.
- Ownership of Property. The applicant must provide a current legal description to verify ownership of the real
 property to be assisted with CDBG funds. If property is joint use, please provide written documentation of the
 agreement. If the property is being leased, the terms of the lease agreement must be provided in addition to
 the legal description.
- **Purchase of Equipment.** The purchase with CDBG funds of equipment, fixtures, motor vehicles, furnishings, or other personal property that is not an integral structural fixture is generally ineligible.
- Section 3. Projects that exceed \$200,000 on construction costs shall direct, to the greatest extent feasible, employment and economic opportunities to low and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low income persons. If awarded funding for a Public Facilities project that meets this threshold, the subrecipient will be required to procure a prime construction contractor who will make best efforts to meet HUD's benchmarks for Section 3 projects; and the subrecipient, in collaboration with the prime contractor, will be responsible for completing HUD's 60002 form to document these efforts. Refer to HUD's 24 CFR Part 75 for further information on economic opportunities for low and very low income persons.
- **Survey.** If project is recommended for funding, a survey will be required to assure there are no acquisition issues.
- Sustainability Considerations. Applicants will be expected to incorporate sustainable building technologies, standards and/or practices, such as those in the Leadership Energy and Environmental Design (LEED)
 Building rating system, or similar (Energy Star, Green Globes), if possible. Projects that include replacement

or repair of energy consuming systems (i.e. HVAC, lights, and boilers) must follow Energy Star (<u>www.energystar.gov</u>) standards.

- Use by Public. Applicant must agree to open the public facility for use by the general public during all normal hours of operation upon completion of the public facility improvement project, if funding is approved.
 Reasonable fees may be charged for the use of the facilities assisted with CDBG funds, but charges such as excessive membership fees, which have the effect of precluding low- and moderate-income persons from using the facilities, are not permitted.
- Unimproved Land. Deed of Trust is required. Documents from El Paso Central Appraisal or City GIS will not be accepted.
- Wage Rates. The federal government requires the payment of prevailing wages for all construction contracts that have federal funding that exceeds \$2,000, which includes federal, state and local public works projects. Projects will be monitored by the City of El Paso's Capital Improvement Department to ensure that the general contractor and subcontractors adhere to this requirement.

COMMUNITY SUPPORT + CIVIC PARTICIPATION

COMMUNITY SUPPORT

It is highly recommended that applicants submit documentation corroborating community support for projects, such as a petition signed by persons who would benefit from the improvement. Demonstration of community outreach such as meetings or a town hall style forum demonstrate an even higher level of engagement because they include the opportunity for citizen feedback.

COMMUNITY NEEDS ASSESMENT

In alignment with HUD's national objectives, DCHD encourages and supports citizen participation during the planning process. The Citizen Participation Plan, included as an addendum to this document, details the process for a community needs assessment that will establish and guide the prioritization of community needs to be addressed through public facility projects funded under the HUD Entitlement.

VOLUNTEER HOUSING REHABILITATION

DCHD has set-aside funding to support a Volunteer Housing Rehabilitation program. Approximately \$200,000 will be set aside for this program.

Objectives

DCHD funds may be used to make basic and necessary repairs, rejuvenate and/or rehabilitate the homes of low-income elderly and/or disabled homeowners located Citywide. Funds may be used for staff hours that are spent on direct services that are funded and eligible under this category, and may be used to pay for required licensed electricians, plumbers or other required skilled or licensed labor. No costs may be charged to the eligible low-income elderly and/or disabled homeowners. Note that this program is not designed for homes needing major rehabilitation.

Rehabilitation should provide adequate shelter and promote independence and accessibility to persons considered "severely" disabled adults, which meet the Individuals with Disability provision in the Federal Register (November 9, 1995). Priority for service will be based on income, age/disability and funds available to complete the designated scope of work. Qualified applicants must complete all required forms. The program should utilize every dollar possible for the benefit of the eligible homeowner; however, a small portion of the CDBG funds may be used for administrative costs, insurance, and food/drink items for volunteers and the family present at worksites.

The goal of this program is to maintain the City of El Paso's housing stock while providing a safer, accessible, clean home to allow the existing eligible elderly and/or disabled homeowner to remain in his/her home as long as their health permits thus delaying the need to place the homeowner(s) in alternative housing.

TYPES OF ELIGIBLE IMPROVEMENTS

The objective of the Volunteer Housing Rehabilitation Program is to increase availability and accessibility of decent housing for low-income elderly and/or disabled homeowners within the City of El Paso city limits. Repair, safety and health issues are to be addressed. Eligible activities include but are not limited to:

- Repair or replace:
 - o Air conditioner
 - o Furnace
 - o Stove
 - o Refrigerator
 - o Windows
 - o Plumbing
- Repair stairs and walkways
- Scraping and patching walls
- Caulking bathtubs and showers
- Interior and exterior painting
- Clean overgrown yards, remove trash and accumulated debris
- Remove mold caused by roof leaks
- Replace or repair roofs
- Replace ceiling tile due to water leaks
- Remove and/or replace torn carpeting and broken tile that is hazardous
- Install grab bars and ramps
- Install ADA approved toilet
- Shower renovations
- Repair or replace door and/or door locks

For a complete list of eligible activities, refer to 24 CFR 570.201 - 5070.206. For ineligible activities refer to 24 CFR 570.207.

OTHER PROJECT COMPLIANCE + IMPLEMENTATION REQUIREMENTS

• **Eligibility.** Documentation must be maintained indicating that the owner of the property that is being rehabilitated is CDBG eligible under the LMI national objective.

- Environmental Review Procedures. Before improvements can be made on applicant housing for Volunteer Rehabilitation all property must be submitted for an environmental review request and approved by DCHD Compliance team. Refer to 24 CFR Part 58.
- **Maximum Value of Rehabilitation.** The total value of improvements at one location (i.e., home) cannot exceed \$4,999.
- **Mobile Home Improvements.** Funding cannot be used to improve mobile homes, regardless if the value of the home or property is more than the maximum value of the rehabilitation.
- Other Funding Sources. Applicants applying for Volunteer Rehabilitation Housing Program are not limited to the amount of CDBG funding they may request. If other funding is available, evidence of the funding source(s) must be present with the CDBG application.
- **Presumed Benefit.** The homeowner, meaning the person who holds the real estate title that indicates that they are the rightful owner of the property being improved, is the person who must meet the presumed benefit qualification.
- Required Cash Match. Applicants must provide 10% of the CDBG project cost in cash from non-CD funding sources. Applicants may also choose to provide a greater percentage of the project cost in order to make the project more competitive; nevertheless, other factors are also taken into consideration in recommending that projects be funded.
- Sustainability Considerations. Projects that include replacement or repair of energy consuming systems (i.e. HVAC, lights, and boilers) must follow Energy Star (<u>www.energystar.gov</u>) standards.

PERFORMANCE GOALS

Subrecipients must have the capability to track their project outcome(s) over time and report on results. Subrecipients will have a contractual obligation to meet projected outcomes. Failure to meet performance outcomes, including but not limited to number of clients served, may result in a hold on reimbursement and/or may negatively impact the applicant's score under a future application submission.

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)

DCHD projects to receive approximately \$969,117 for the Housing Opportunities for Persons with AIDS (HOPWA) program, which was established to provide housing assistance and related supportive services for low-income persons living with HIV/AIDS and their families. HOPWA is the only Federal program dedicated to address the housing needs of people living with HIV/AIDS.

PROJECT ELIGIBILITY + PERFORMANCE

HOPWA funds may be used to assist in all forms of housing designed to prevent homelessness including emergency housing, shared housing arrangements, apartments, single room occupancy (SRO) dwellings, and community residences. All HOPWA subsidized housing must be located within El Paso County, including the City of El Paso. Supportive services must be provided as part of any HOPWA assisted housing activities. However, HOPWA funds may also be used to provide supportive services independently of HOPWA housing activities. The following activities can be carried out with HOPWA funds:

• Housing information services including, but not limited to, counseling, information, and referral services to assist an eligible person to locate, acquire, finance and maintain housing. This may also include fair housing counseling for

eligible persons who may encounter discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or disability.

- Resource identification to establish, coordinate and develop housing assistance resources for eligible persons (including conducting preliminary research and making expenditures necessary to determine the feasibility of specific housing-related initiatives.
- Project- or tenant-based rental assistance including assistance for shared housing arrangements
- Short-term rent, mortgage, and utility payments to prevent the homelessness of the tenant or mortgagor of a dwelling, up to 21 days.
- Supportive services that include, but are not limited to, assessment and case management, drug and alcohol abuse counseling and treatment, mental health, day care, personal assistance, nutritional services, intensive care (when required), and assistance on other Federal/State/Local benefits and services.

OTHER PROJECT COMPLIANCE + IMPLEMENTATION REQUIREMENTS

- Eligibility. Documentation must be maintained indicating that the assisted person is HIV positive or has a diagnosis of AIDS, as determined by a health professional competent to make such a determination. Sufficient determinations include documentation resulting from appropriate HIV tests administered by a physician's office, HIV counseling center or community health center. Documentation must also confirm that the eligible person and his/her family have a low income.
- Non-Match Funding Stream. HOPWA funds cannot be used to match other federal grants or loans.
- Persons Served. Applicant must provide services to HOPWA eligible persons and their families.
 - An <u>eligible person</u> is defined as a person with acquired immunodeficiency syndrome or a related disease who is low-income and the family of such a person.
 - The term <u>acquired immunodeficiency syndrome and related diseases</u> means the disease of acquired immunodeficiency syndrome and any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.
 - A <u>low-income individual</u> is a person with household income that is at 80% of the median income or less. HUD income guidelines are issued annually.
 - Partnerships. Applicants must state in their Letter of Intent if they plan to partner with another agency. The identification of the partnership and plan of action for the partnership must be outlined in the full HOPWA application when it is submitted to DCHD.
 - The partnership must identify the fiscal agent who will be the main applicant for the project.
 - If any portion of the project will be carried out by a partner, contractor, consultant or other third party, the Activity/Partner Supplement of the application must be completed reflecting the role of the partner. This supplement will be provided as a module within the application.
 - Required Cash Match. Applicant will be required to provide 10% of the cost of the HOPWA project in cash. The 10% of the project cost must be secured from a non-CDBG or non-ESG source. Funded applicants will be required to report sources and amounts of all funds expended on the program, and to demonstrate compliance with the 90% cap.

Note: City departments are eligible to request in writing from the DCHD Director a waiver for this requirement, however, a matching contribution will be a factor when evaluating each project; nevertheless, other factors will also be taken into consideration in recommending projects for funding.

• Sub-recipient. Only one (1) agency/organization will be awarded the HOPWA grant.

Supportive Services. Applicants must demonstrate that supportive services will be made available to the HOPWA client(s) occupying or benefiting from the housing project. Letters of support from a minimum of two (2) or more service providers, who will make available the supportive services, need to be included with the application. The type of supportive services to be provided needs to be identified, and whether or not the client will be charged service fees.

PERFORMANCE GOALS

Subrecipients must have the capability to track their project outcome(s) over time and report on results. Subrecipients funded will have a contractual obligation to meet projected outcomes.

PROGRAM REVIEW + SCORING PROCESS

The program review and scoring for HOPWA programs will follow the same review process as CDBG Public Services.

EMERGENCY SOLUTIONS GRANT (ESG)

DCHD projects to receive approximately \$542,579 in Emergency Solutions Grant (ESG) funds for street outreach, emergency shelter, homelessness prevention and rapid re-housing and Homeless Management Information System (HMIS) and administration. The purpose of the ESG program is to assist individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. The ESG program is governed by federal laws and regulations including the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act (42 U.S.C. §11302 *et. seq.*) as amended; the HUD regulations codified in 24 Code of Federal Regulations (CFR) Part 576; 24 CFR Part 58, for environmental requirements; 2 CFR Part 200 for Uniform Administrative Requirements; 24 CFR §135.38 for Section 3 requirements; and 24 CFR Part 5, Subpart A for fair housing (collectively, the Federal Rules and Regulations).

FUNDING ALLOCATION

The City understands the importance of an effective crisis response system that makes homelessness rare, brief, and nonrecurring. Given the current need to relieve pressure on El Paso's emergency shelters, support for homelessness prevention and rapid rehousing activities is a priority. HUD limits the amount of funding for Emergency Shelter and Street Outreach to 60% of the ESG allocation. Final funding distribution between components will be based on data-informed needs in the community at the time of application review. The following funding distributions are preliminary projections for distribution of ESG funding per component, and are subject to change, based on community need and applications received:

ESG Projected Allocation Per Component				
Allocation	Eligible Activities			
25%	Street Outreach			
15%	Emergency Shelter			
20%	Homelessness Prevention			
26%	Rapid Re-Housing			
7% (set aside)	Homeless Management Information System (HMIS)			
7%	City of El Paso - Administration			

PROJECT ELIGIBILITY + PERFORMANCE

ELIGIBLE ACTIVITIES

- Street Outreach Component Eligible street outreach costs include: costs of providing essential services necessary to reach out to unsheltered homeless people, connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility, as further identified in 24 CFR 576.101. For the purposes of this section, the term "unsheltered homeless people" means individuals and families who qualify as homeless under paragraphs (1)(i) of the "homeless" definition under 24 CFR 576.2.
- Emergency Shelter Component Eligible emergency shelter costs include: costs of operating emergency shelters, providing essential services to homeless families and individuals. Providing case management; cost of assessing arranging, coordinating and monitoring individualized services. Component services and activities consist of: The use of coordinated entry system, conducting initial evaluations, verifying eligibility, counseling, developing securing and coordinating services and obtaining federal, state and local benefits monitoring and evaluating participant progress, providing information and referrals to other providers, providing ongoing risk assessment for victims of domestic violence, developing an individualized housing service plan, including planning a path to permanent housing stability, as identified in 24 CFR 576.102
- Homelessness Prevention Component Rental Assistance. Eligible rental assistance includes:
- Short-term rental assistance (up to 3 months)
- Medium-term rental assistance (more than 3 months and up to 12 months)
- One-time payment for up to 6 months of rent in arrears, to include late fees.
- Eligible costs include: rental application fees, security deposits, last month's rent, utility deposits, utility payments (with a limit of 6 months in utility payment arrears), moving costs (including storage costs up to 3 months). Applicants must re-evaluate the program participant's eligibility, for and amounts of assistance, and program participants needs no less than every three (3) months.

- Homelessness Prevention Component Housing Relocation and Stabilization Services. Eligible services include:
- Housing search and placement;
- Housing stability case management mediation;
- Legal services; and
- Credit repair.
- Eligible case management services include: coordinated entry assessments, initial evaluation, counseling, and coordinating services (for a complete list of eligible case management activities please reference 24 CFR 576.105(b)(2)).
- Rapid Re-Housing Component Rental Assistance. Eligible rental assistance includes:
- Short-term rental assistance (up to 3 months)
- Medium-term rental assistance (more than 3 months and up to 12 months)
- One-time payment for up to 6 months of rent in arrears, to include late fees.
- Eligible costs includes: rental application fees, security deposits, last month's rent, utility deposits, utility payments (with a limit of 6 months in utility payment arrears), moving costs (including storage costs up to 3 months). The 12 months may include a one-time payment for up to 6 months of rent arrears on the tenant's portion of the rent. Rent amount must not exceed HUD's published Fair Market Rent and the HUD standard for rent reasonableness (24 CFR 982.507). There must be a rental assistance agreement between the landlord and agency and a written lease between tenant and landlord. Eligibility and income shall be reviewed every six months. Participants in rapid rehousing are required to meet with case managers monthly.
- Rapid Re-Housing Component Housing Relocation and Stabilization Services. Eligible services include:
- Housing search and placement;
- Housing stability case management mediation;
- Legal services; and
- Credit repair.
- Eligible services under case management include: centralized coordinated assessments, initial evaluation, counseling, and coordinating services (for a complete list of eligible case management activities please reference 24 CFR 576.105(b)(2)).
- HMIS funding for ESG-funded agencies to cover software licensing fees and other fees incurred by the agency for utilization of HMIS data systems.

INELIGIBLE ACTIVITIES

- Acquisition of real property
- New construction
- Legal services for immigration and citizenship matters, and issues relating to mortgages
- Inpatient detoxification and other inpatient drug or alcohol treatment
- Payment of temporary storage fees in arrears
- Bad debts/late fees
- Payment or modification of a debt
- Rehabilitation of structures to the extent that those structures are used for inherently religious activities
- Mortgage payments

OTHER PROJECT COMPLIANCE + IMPLEMENTATION REQUIREMENTS

- 100% Required Match. Applicant must match their ESG total award with no less than 100% by cash and/or in-kind contributions from other non-CDBG sources used for ESG eligible expenditures as outlined in 24 CFR 576.201 and 2 CFR 200.306. If awarded funding, the agency must provide a signed document on letterhead attesting to the amount, source and date of availability of matching funds prior to the execution of their agreement with the City. Below are additional requisites that apply to the 100% match requirement:
- Matching funds must be used on an eligible ESG activity for allowable costs.
- Not more than 50% of agency match may be derived from donations. Clothes and toy donations cannot be used as match.
- Matching funds are provided based on the total grant award and do not have to be provided on a componentby-component basis. For example, if an agency is awarded \$10,000 for HMIS, they do not need to find \$10,000 in data collection funds from another source as match. Rather, the \$10,000 match could be used on another ESG component towards allowable costs.
- Matching funds must not, and will not, be used to match any other Federal program's funds nor any other federal, state and/or local grant.
- Agency must keep records of the source and use of contributions made to satisfy the match requirement.
 Refer to HUD's 24 CFR Part 576.201 for further information on ESG's matching requirement.
- PHIX Data Submission. All ESG subrecipients are required to submit client data to the Public Health Information Exchange (PHIX).
- ELPaso Helps. ESG-funded street outreach services must align with and compliment El Paso Helps, the Cityled initiative to coordinate street outreach and other services for vulnerable populations.
- Administrative Capacity. ESG funds are distributed on a reimbursement basis. All agencies receiving funds
 must demonstrate administrative and financial capacity to fully operate the proposed project for a period of at
 least three months prior to reimbursement.
- Written Standards. Applicants must certify they have written standards that comply with the requirements of 24 CFR §576.400 to include order of priority. Additionally, a copy of the written standards of the program will be required within 30 days of submission of application.
- Budget Revisions. Budget revisions may be requested among existing budget line items within an ESG component. All budget revisions occurring within the contract period may not exceed 20% of the total award without approval of the DCHD Director or their designee. Amoving of funds between different ESG components requires a contract amendment and should be avoided if possible.
- Contact Information. At least three contact names, phone numbers and email addresses must be provided with each application. The agency's Executive Director must be one of these three contacts. Applicants are responsible for submitting updated contact information throughout the funding year.
- Eligibility Guidelines. Applicant must provide direct services to at-risk or homeless individuals and families. Applicant is required to verify each client's eligibility status.
- Emergency Shelter. While applicants may apply specifically for "Emergency Shelter" funding from both the Emergency Solutions Grant and the Community Development Block Grant, any awarded funding will only be from one of those entitlement grants.
- Funding Request. Minimum funding request by applicant for any project must be \$80,000.
- HMIS Participation. Applicants for ESG are required to participate and enter their data in the El Paso Homeless Management Information System (HMIS). Refer to the local requirements section of this document for detailed HMIS participation requirements.

- Multiple Sites. Each physical location where funded services are provided is considered to be a separate activity. Any project that provides services in more than one location must complete an Activity/Partner Supplement for each site. The budgets for combined sites or activities must align with the budget for the overall project.
- Partnerships. Applicants are encouraged to collaborate in order to maximize the use of funding and streamline services. Applicants must state in their Letter of Intent if they plan to partner with another agency. The identification of the partnership and plan of action for the partnership must be outlined in the full ESG application when it is submitted to DCHD.
- If any portion of the project will be carried out by a partner, contractor, consultant or other third party, the Activity/Partner Supplement of the application must be completed reflecting the role of the partner. This supplement will be provided as a module within the application.
- Program Income. Applicants are required to report program income and expended match funds monthly.
- Rental Assistance. Applicants who apply to provide <u>Rental Assistance</u> will be required to conduct inspections of housing units for compliance with Housing Standards (24 CFR Part 576.403(c), Lead-Based Paint requirement Standards (24 CFR Part 35, 576.403(a), Fair Market Rent and Rent Reasonableness Standards (24 CFR Part 576.106(d)
- **Staff hours.** The City will only reimburse applicants for staff hours that are spent on direct services funded by ESG to eligible clients.

PERFORMANCE GOALS

Applicants must have the capability to track their project outcome(s) over time and report on results if the project/activity is eventually funded. Funded projects will have a contractual obligation to meet projected outcomes. Failure to meet performance outcomes, to include unduplicated clients served, may result in a hold on reimbursement. Further technical assistance on this subject will be provided to funded agencies.

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

The HOME Investments Partnership Program (HOME) provides formula grants to states and localities to fund a wide range of activities including acquiring, constructing, and/or rehabilitating affordable housing for rent or homeownership. HOME funds are typically dispersed in the form of grants, direct loans, loan guarantees or other forms of credit enhancements, and/or rental assistance.

The CDBG Revolving Loan Fund (RLF) is a compilation of proceeds from principal and interest generated from First Time Home Buyers, Minor Repairs, Single Family Renovations and Multi-Family Renovation borrowers. This fund cannot be used for new construction of affordable housing under the U.S. Department of Housing and Urban Development (HUD) regulations, but may be used to support First Time Homebuyers and housing rehabilitation programs. Funding from the HOME Investment Partnership Grant, applicable program income, and CDBG RLF is projected at approximately \$4.76 million for Program Year 2023-2024. This projected amount will fund administration and implementation of the programs discussed in this section.

The El Paso Regional Housing Plan guides HOME and CDBG investment in affordable housing production, rehabilitation, and homebuyer assistance. Several new programs have been developed to better serve the community, particularly those in immediate need of housing assistance. Following are descriptions of the housing programs to be deployed under HOME and CDBG-RLF.

FUNDING ALLOCATION

Housing programs are funded through the HOME entitlement grant and supplemented by program income and the CDBG RLF. Following is the projected distribution of combined funding for each program:

Program Activity		Funds
DCHD Administration	10%	\$ 523,793
Multi-Family Rehab/New Construction	53%	\$ 2,850,192
Single-Family Rehab, Reconstruction, and Emergency Repair	25%	\$ 1,166,861
First Time Homebuyer	12%	\$ 600,000
TOTAL	100%	\$ 5,140,846

MULTI-FAMILY REHAB/NEW CONSTRUCTION

The purpose of this set-aside is to increase the supply of affordable rental housing stock available to very low to moderateincome families (households at 60% or less AMI). This program offers gap financing for new construction, rehabilitation, or reconstruction of investor-owned, public housing authority-owned (with exceptions), and/or Community Housing Development Organization (CHDO)–owned affordable housing units. Assistance is in the form of an amortized loan and/or forgivable deferred payment loan.

SINGLE-FAMILY OWNER-OCCUPIED REHABILITATION

The purpose of the City of El Paso's Single-Family Owner Occupied (SFOO) Rehabilitation Program is to assist low- to moderate-income homeowners [households at 80% or less of the area median income (AMI) as determined by HUD] to bring their deteriorating dwelling unit into compliance with the International Residential Codes and local ordinances, and provide mobility improvements for persons with disabilities, in order to maintain a safe, sanitary and functional home. The assistance, up to \$85,000, is in the form of an amortized loan, forgivable deferred payment loan and/or a forgivable deferred payment loan note (deferred payment loan note is available for qualified senior citizens and persons with disabilities). Minor repairs, up to \$20,000 are issued as a service to low- and moderate-income homeowners and do not require a loan note or repayment. If a property is physically and/or financially infeasible for rehabilitation, reconstruction of the dwelling unit may be authorized.

Applications for rehabilitation assistance from homeowners are accepted during a 2-3 month application window, typically in the late spring/early summer. DCHD projects to make available approximately \$1.17 million dollars in the 2023-2024 Program Year for single-family owner-occupied rehabilitation.

FIRST TIME HOMEBUYER ASSISTANCE

The purpose of the City of El Paso's First Time Homebuyer (FTHB) Assistance program is to assist low- to moderate-income families in achieving homeownership. The program provides down payment and closing cost assistance and/or principal reduction assistance in the form of a loan and/or deferred payment second priority loan. This program offers up to \$30,000 in assistance for eligible households purchasing a home within the El Paso city limits. The City of El Paso has established Priority Housing Areas around the core of the city. An additional \$20,000 of assistance may be provided to a household if the

home that they purchase is within a Priority Housing Area (i.e., maximum assistance of \$50,000). The most recent map of Priority Housing Areas is available upon request to <u>HousingPrograms@elpasotexas.gov</u>.

DCHD projects to set-aside approximately \$600,000 for first-time homebuyer assistance in the 2023-2024 Program Year. HUD regulations, however, limit the purchase price of a home that can be purchased with FTHB assistance, and with increasing housing prices in the El Paso area, it is more and more challenging for first time homebuyers to utilize this program. Due to these restrictions and circumstances, if funds allocated to the FTHB Assistance program are unable to be utilized as intended, those funds may be reallocated to Multi-Family Construction, Tenant-Based Rental Assistance (TBRA) or SFOO Rehabilitation.

Households approved for First Time Homebuyer Assistance will have a period of six months to close on a home. If an approved applicant is unable to close on a home within six months of approval, they will have to reapply for the program in the following year's application cycle.